



DEED OF GRANT

Dated	19 October 2021
Parties	AUSTRALIAN CAPITAL TERRITORY WODEN VALLEY COMMUNITY COUNCIL INC. ABN: 64 707 204 816 ACT COMMUNITY COUNCILS FUNDING
Prepared by	Communications and Engagement Chief Minister, Treasury and Economic Development Directorate GPO Box 158 CANBERRA ACT 2601 Ph: 6205 3696 Ref: ACT Community Councils 2021-22
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CONTENTS

1.	Interpretation	1
2.	Payment and Use of Grant.....	4
3.	Grant Period.....	4
4.	Separate accounting for Grant.....	4
5.	GST.....	5
6.	Records.....	5
7.	Reporting of progress and expenditure.....	6
8.	Acknowledgement of Funding	6
9.	Intellectual Property Rights	7
10.	Insurance and Indemnity	7
11.	Termination of Grant.....	7
12.	Refund of Grant.....	8
13.	Dispute Resolution	9
14.	Variation	9
15.	General	9
	SCHEDULE 1	12
	SCHEDULE 2	15
	SCHEDULE 3	16

PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (Cth)* (**Territory**) represented by the Chief Minister, Treasury and Economic Development Directorate, Communications and Engagement Branch.

WODEN VALLEY COMMUNITY COUNCIL INC.
ABN: 64 707 204 816
PO Box 280
Woden, ACT 2606
(Recipient).

BACKGROUND

The Territory has agreed to make and the Recipient has agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Deed.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires.

Approved Auditor means a person permitted to audit the Recipient's accounts pursuant to section 74 of the *Associations Incorporation Act 1991 (ACT)* or such other auditor as the parties may agree in writing from time to time.

Contact Officer means in relation to each party, the representatives whose names and contact details are specified in **Item 5 Schedule 1**, or as notified in writing from time to time by one party to the other.

Funded Activity means the activity described in **Schedule 2**.

Grant means the amount specified in **Item 2 Schedule 1** and any interest accruing on that amount after it has been paid to the Recipient.

Grant Material means all reports, documents, information or other records created, written or otherwise brought into existence by the Recipient for the purposes of undertaking the Funded Activity.

Grant Period means the period specified in **Item 1 Schedule 1**, and

if extended, the initial period and the extended period.

GST

has the same meaning as it has in the GST Act.

GST Act

means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Insolvency Event

means:

- (1) in respect of a natural person:
 - (a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the *Bankruptcy Act 1966 (Cth)*; or
 - (b) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or
- (2) in respect of all other entities:
 - (a) any of the events listed in sub-sections 459C(2)(a) to (f) of the *Corporations Act 2001 (Cth)* occur in respect of the entity; or
 - (b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:
 - (i) insolvency;
 - (ii) winding up; or
 - (iii) appointment of a controller (as that term is defined in the *Corporations Act 2001 (Cth)*) in respect of part or all of the property,

of the entity.

For the purpose of subparagraph (2)(a), subsections 459C(2)(a) to (f) *Corporations Act 2001(Cth)* are to be read as if applying to all incorporated entities.

Invoice

means an invoice that:

- (1) if GST is payable in respect of any taxable supply made under this Deed, is a valid tax invoice for the purposes of the GST Act;

- (2) clearly sets out the details of the Funded Activity undertaken or to be undertaken and the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity;
- (3) sets out or is accompanied by any other details or reports required under this Deed; and
- (4) is rendered at the times specified in **Item 2 Schedule 1** (if any) and addressed to the Territory's Contact Officer.

Previous Deed of Grant means the deed of grant (if any) between the Territory and the Recipient for the financial year immediately preceding the Grant Period.

Special Condition means any provision set out in **Schedule 3**.

Territory means, when used:

- (1) in a geographical sense, the Australian Capital Territory; and
- (2) in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

1.2 General

In this Deed, unless a contrary intention is expressed:

- (1) references to "Recipient" include any employees, agents or subcontractors of the Recipient;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words in the singular include the plural and vice versa;
- (4) headings are for convenience only and do not affect the construction or interpretation of this Deed;
- (5) an obligation imposed on more than one person binds them jointly and severally; and
- (6) the word "include" and any derivation is not to be construed as a word of limitation.

2. Payment and Use of Grant

2.1 Payment of Grant

- (1) Subject to **clause 2.1(2)**, the Territory must pay the Recipient the Grant following its receipt of an Invoice and otherwise in accordance with **Item 2 Schedule 1**.
- (2) The Territory may withhold payment of the Grant until such time as the Territory is reasonably satisfied that the Recipient has satisfied all requirements of the previous Deed of Grant.

2.2 Use of Grant

The Recipient must:

- (1) use the Grant only for the Funded Activity;
- (2) undertake the Funded Activity diligently and otherwise in accordance with this Deed; and
- (3) complete the Funded Activity by the end of the Grant Period.

2.3 Previous Deed of Grant funds

- (1) Subject to **clause 2.3(2)**, the parties agree that notwithstanding clauses 2.2(1) and 12.1 of the Previous Deed of Grant, any funds paid to the Recipient under the Previous Deed of Grant that remain unacquitted are deemed to form part of the Grant under this Deed in accordance with **Item 2 Schedule 1** and may be used in accordance with this Deed.
- (2) **Clause 2.3(1)** will not apply where the Territory has issued the Recipient a notice on or before the date of this Deed requiring the repayment of any funds which remain unacquitted pursuant to the Previous Deed of Grant.

3. Grant Period

This Deed is for the Grant Period unless extended under the provisions of this Deed or terminated.

4. Separate accounting for Grant

4.1 Separately account for Grant

The Recipient must, within its accounting system, account for the Grant separately from any other funds of the Recipient.

4.2 Bank account

If required under **Item 7 Schedule 1**, the Recipient will deposit and hold in a separate bank account the Grant, and must:

- (1) promptly notify the Territory of:
 - (a) the details of that account; and
 - (b) any change to that account,and
- (2) not cause or allow any funds other than the Grant to be deposited into that account.

5. GST

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of supplies to the Territory that are taxable supplies under the GST Act.

6. Records

6.1 Obligation to keep records

The Recipient must:

- (1) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;
- (2) provide a complete and detailed record and explanation of:
 - (a) expenditure of the Grant;
 - (b) other money received and spent on the Funded Activity;
 - (c) the progress of the Funded Activity; and
 - (d) any other records in respect of the Funded Activity;that the Territory may reasonably require from time to time; and
- (3) retain the records referred to in this clause for at least 7 years following the completion of the Funded Activity or the expiration or termination of this Deed, whichever occurs first.

6.2 Access

- (1) To audit the Recipient's compliance with this Deed, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Funded Activity.
- (2) The Recipient must:

- (a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under **clause 6.2(1)**; and
- (b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

6.3 Territory's Auditor-General

Any of the Territory's rights under this **clause 6** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

7. Reporting of progress and expenditure

7.1 Progress reports

The Recipient must provide written reports to the Territory relating to the progress of the Funded Activity and expenditure of the Grant in the manner and at the times required in **Item 3 Schedule 1**.

7.2 Other notifications

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Deed.

8. Acknowledgement of Funding

8.1 Acknowledgement of Territory support

The Recipient must in relation to the Funded Activity:

- (1) acknowledge the support of the Territory in any public event, media release or media coverage; and
- (2) include an acknowledgement in the form set out in **Item 6 Schedule 1** in public documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

8.2 Other obligations

The Recipient must, in relation to a Funded Activity:

- (1) on reasonable notice, invite the Territory to attend any public or media event; and
- (2) provide to the Territory an advance copy of material publicising any public event, media release or media coverage.

9. Intellectual Property Rights

9.1 Ownership of Grant Material

Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient.

9.2 Licence to Territory

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the Grant Material including to supply, reproduce, publish, perform, communicate, broadcast, adapt and copy the Grant Material, subject to the moral rights of an individual author under the *Copyright Act 1968* (Cth).

10. Insurance and Indemnity

10.1 Recipient's insurance

- (1) The Recipient must effect and maintain for the Grant Period all insurance coverage required to be effected by it by law, and insurance of the types and in amounts not less than the amounts specified by **Item 4 Schedule 1 (Insurance)**, with an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard & Poor's.
- (2) The Recipient must:
 - (a) punctually pay all premiums and other amounts payable in connection with the Insurance, and give the Territory confirmation to the reasonable satisfaction of the Territory of payment of premiums if and when requested by the Territory; and
 - (b) not alter, extend, discontinue, or cancel any Insurance, or allow any Insurance to lapse, where this would result in the relevant Insurance not meeting the requirements of this Deed, without the prior written approval of the Territory.

10.2 Indemnity

The Recipient indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Recipient, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage or injury.

11. Termination of Grant

11.1 Default

The Territory may terminate this Deed at any time by written notice to the Recipient, if the Recipient:

- (1) is the subject of an Insolvency Event;
- (2) fails to undertake the Funded Activity diligently and in a timely manner, having regard to any timeframes specified in this Deed; or
- (3) is in breach of a provision of this Deed, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or
 - (b) is not capable of being remedied.

11.2 Non-compliance with Previous Deed of Grant

The Territory may at any time by written notice to the Recipient terminate this Deed where the Recipient is in breach of the Previous Deed of Grant and has not remedied that breach to the satisfaction of the Territory within a period specified in a written notice by the Territory.

11.3 Termination or reduction of funding for any reason

The Territory may, at any time by written notice to the Recipient, terminate this Deed or reduce the funding for the Funded Activity for any reason, and in that event the Recipient must:

- (1) in the event of termination, comply with the notice and **clause 12**; or
- (2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

11.4 No prejudice

Nothing in this **clause 11** prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

12. Refund of Grant

12.1 Repayment of unacquitted funds

At the end of the Grant Period, or earlier termination of this Deed, the Recipient must, unless otherwise required under this Deed or agreed by the Territory:

- (1) within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and
- (2) promptly repay any or all of the Grant that remains unacquitted.

12.2 Meaning of unacquitted funds

For the purposes of **clause 12.1**, the Grant remains unacquitted if it:

- (1) is not spent or is not legally and irrevocably committed to be spent by the Recipient in accordance with this Deed; or

- (2) has been spent in breach of this Deed.

13. Dispute Resolution

- (1) If a difference or dispute (**Dispute**) arises in relation to this Deed, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.
- (2) Nothing in this **clause 13** will prejudice the rights of either party to institute proceedings to enforce this Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

14. Variation

14.1 Variation to Funded Activity

The Recipient must notify the Territory of any proposed change to the Funded Activity, including:

- (1) the Funded Activity, its objectives, outcomes or work programs; or
- (2) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity.

14.2 Variation to Deed

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Grant Period.

15. General

15.1 No assignment

The Recipient must not assign the whole or any part of this Deed without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

15.2 Conflict of interest

The Recipient warrants that at the start of the Grant Period no conflict of interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Deed and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

15.3 No employment, partnership or agency relationship

Nothing in this Deed constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Recipient must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

15.4 Entire agreement

This Deed comprises the entire agreement between the parties in relation to the Grant and the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and agreements.

15.5 Severability

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

15.6 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

15.7 Compliance with laws and governing law

This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.

15.8 Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of five days after the date on which it was sent; or
- (3) if sent by electronic mail, on whichever of the following occurs first:
 - (a) the other party's acknowledgment of receipt by any means,

- (b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address, or
- (c) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (3) occurring.

15.9 Forms and statements

The Territory may reasonably require any form, record or statement required under this Deed to be in a particular form.

15.10 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Deed then, to the extent of any inconsistency, the Special Condition will prevail.

15.11 Survival of clauses

Clauses 6, 7.1, 9.2, 10.2 and 12 will survive the expiration or earlier termination of this Deed.

SCHEDULE 1

GRANT DETAILS

Item 1. Grant Period

See clauses 1.1 and 3

From 1 July 2021 until 30 June 2022.

Item 2. Grant

See clauses 1.1 and 2.1

- (1) Grant: \$12,821 (GST exclusive) and includes any Prior Year Unacquitted Funds.
- (2) For the purpose of **Item 2(1) Schedule 1**, ‘**Prior Year Unacquitted Funds**’ means the amount under the Previous Deed of Grant that remains unacquitted (as that term is defined in the Previous Deed of Grant).
- (3) The Grant (excluding the Prior Year Unacquitted Funds) is payable as a lump sum. The Recipient must provide an Invoice to the Territory within 30 days after the date of this Deed.
- (4) Except if otherwise stated in this Deed, the Grant is:
 - (a) payable within 30 days of receipt by the Territory of an Invoice; and
 - (b) inclusive of GST and all other taxes, duties and charges.

Item 3. Reporting and Acquittal

See clause 7.1

End of Financial Year Report – a report of the activities undertaken must be provided to the Territory by **30 September 2022** in the format provided at Annexure A.

Acquittal – the acquittal of funds must be provided to the Territory by **30 September 2022** in the format provided at Annexure B.

Item 4. Other insurance requirements

See clause 10.1

- (1) Public Liability Insurance: \$20 million (in the annual aggregate).
- (2) Other Insurance: Voluntary workers insurance (\$2 million in the annual aggregate).

Item 5. Contact Officers

See clauses 1.1 and 15.8

For the Territory:

Helen Gombar-Millynn
Director, Engagement
Chief Minister, Treasury and Economic
Development Directorate
GPO Box 158
Canberra City ACT 2601

For the Recipient:

Ms Fiona Carrick
President
Woden Valley Community Council Incorporated
PO Box 280
Woden ACT 2606

**Item 6. Form of
Acknowledgement**

See clause 8.1

“The Woden Valley Community Council
receives support and funding from the ACT
Government”

The ACT Government requires appropriate acknowledgment of its support of the ACT Community Councils and affiliate residents associations.

Appropriate acknowledgement is to use the phrase above in conjunction, where this would be appropriate and practicable, with the ACT Government logo (in line with ACT Government Branding Guidelines available at <http://www.grants.act.gov.au/acknowledging>). The size of the acknowledgment, particularly the logo, is to be proportionate to the funding received from the ACT Government.

Evidence of compliance with this requirement forms part of the Acquittal of the grant.

If you require clarification on the use of the logo (including access to correct files or branding guidelines), or acknowledgment requirements generally, contact the government contact officer.

Item 7. Separate Account

See clause 4.2

A separate account for the Grant is not required. However, the Grant amount and the amount of any uncommitted funds must be clearly and separately identified in the Recipient’s audited statements.

Item 8. Provision of Drafts

See clause 8.2

The Recipient is not required to provide drafts to the Territory unless otherwise requested by the Territory.

SCHEDULE 2

THE FUNDED ACTIVITY

Recipient:

Woden Valley Community Council Incorporated

Description of Funded Activity:

The Recipient must undertake the following activities:

1. communicate to the Territory the views, expectations and concerns of community members;
2. encourage the community to participate in Recipient activities; and
3. hold at least nine community meetings that are:
 - a) held, as far as possible, at a consistent location and on a consistent day of the month;
 - b) open to the public; and
 - c) publicly advertised.

The ACT Government will not actively engage on projects during July, and from the week before Christmas to Australia Day (other than Statutory projects, for example, development applications, which have statutory processing timeframes which must be complied with from the date an application is received, which is outside the control of the directorate or agency). The Recipient should not seek to add ACT Government projects to meeting agendas during these times.

Grant communications requirements:

To achieve broad and inclusive engagement, the Recipient is required to use a range of communication channels including social media, direct communications and broader community consultation activities in addition to the meetings described above.

The Recipient's efforts in this regard will form part of the end of year report (Annexure A).

To support the integrity of community councils as an independent voice for ACT communities, the Recipient must not use their communications to promote, or endorse a political party or political candidate.

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

Item 1. Details of expenditure in financial reporting during acquittal

For the purposes of **clause 6** (Records):

The Recipient, in providing the Statement of Acquittal (Annexure B), must include the following details in the financial report for each single item of expenditure of \$1,000.00 or more:

- 1) details of supplier;
- 2) details of product;
- 3) details of cost;
- 4) details of date of invoice; and
- 5) details of purpose of expense.

SIGNED AS A DEED ON 19 October 2021

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY in the presence of:

) [Signature]
) Signature of Territory delegate

[Signature: B. Brennan]
Signature of witness

[Signature: Dion Pretorius]
Print name

[Signature: Bernadette Brennan]
Print name

SIGNED for and on behalf of Woden Valley Community Council Incorporated, ABN 64 707 204 816 in the presence of:

) [Signature: JmCarrick]
Signature of authorised officer

Fiona Carrick, President
Print name and position

) [Signature]
Signature of second authorised officer

[Signature: Robie STANTON]
Print name and position
Committee Member

Affix common seal if required under constitution

- Note:
- Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
- Incorporated Association: Must be signed in accordance with the Recipient's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.