



AUSTRALIAN CAPITAL TERRITORY

DEED OF GRANT

Dated

Parties

AUSTRALIAN CAPITAL TERRITORY

[RECIPIENT]

**AFFORDABLE COMMUNITY HOUSING
LAND TAX EXEMPTION SCHEME
GRANT PROGRAM**

CONTRACT NUMBER

Prepared by

Chief Minister, Treasury and Economic Development
Directorate
220 London Circuit
CANBERRA ACT 2601

Version

DRAFT – For Information Only

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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** .

[RECIPIENT NAME] of **[Address]** (**Recipient**).

BACKGROUND

The Territory has established a grant program to support community housing providers to expand the Affordable Community Housing Land Tax Exemption Scheme by increasing the number of properties, improving service delivery, and administration of the scheme.

The Territory has assessed the Recipient as an eligible and successful applicant under the grant program.

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.

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 material created, written or otherwise brought into existence as part of, or for the purpose of carrying out the Funded Activity including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.

- 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 the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- Insolvency Event**
- (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.

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

Territory means:

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

1.2 General

In this Deed, unless a contrary intention is expressed:

- (1) references to "Recipient" includes 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 importing a gender include all the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (4) the word "include" and any derivation is not to be construed as a word of limitation;
- (5) headings have no effect on the interpretation of this Deed and
- (6) an obligation imposed by this Deed on more than one person binds

them jointly and severally.

2. Payment and Use of Grant

2.1 Payment of Grant

The Territory must pay the Recipient the Grant following its receipt of an Invoice and otherwise in accordance with **Item 2 Schedule 1**.

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.

3. Grant Period

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

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 by the Territory, the Recipient will deposit and hold the Grant in a separate bank account, and must:

- (1) promptly notify the Territory of:
 - (a) the details of that account, and
 - (b) any change to that account.
- (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 all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

8.2 Other obligations

The Recipient must:

- (1) in relation to the material referred to in **clause 8.1(2)**, promptly provide to the Territory:
 - (a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and
 - (b) a copy of that material; and
- (2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

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 intellectual property in the Grant Material.

9.3 Meaning of “use”

For the purpose of **clause 9**, “use” includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

10. Insurance and Indemnity

10.1 Recipient’s insurance

The Recipient must effect and maintain for the Grant Period:

- (1) all insurance coverage required by it by law;
- (2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 4(1) Schedule 1** in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and
- (3) any other insurance specified in **Item 4(2) Schedule 1**,

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 and must produce evidence of that insurance as required by 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 any harm, loss or damage, injury and 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 such harm, loss, damage, injury or death was caused by wilful actions, negligence or omissions by the Territory.

11. Termination of Grant

11.1 Breach

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, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;

- (2) fails to:
 - (a) commence the Funded Activity in a timely manner,
 - (b) undertake the Funded Activity diligently, or
 - (c) meet any timeframes specified in this Deed; or
- (3) commits any other 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 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.

11.3 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:

- (1) unless otherwise required under this Deed, 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 and is not contractually committed to be spent; or

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

13. Dispute Resolution

13.1 Negotiation and Mediation of Dispute

- (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 a mediation process.
- (2) If a mediation process is undertaken in accordance with **clause 13.1(1)** the mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of the Resolution Institute. Unless otherwise agreed, the parties will equally share the costs of the engagement of the mediator.

13.2 No prejudice

Nothing in this **clause 13** will prejudice the rights of either party to institute proceedings to enforce the 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 obtain the Territory's prior written approval for any variation to the Funded Activity, including:

- (1) the Funded Activity or work programs;
- (2) the Funded Activity's objectives or outcomes;
- (3) 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; and
- (4) the Grant Period.

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

- (1) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.

- (2) 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.

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 two days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on whichever of the following occurs first:
 - (a) the other party's acknowledgment of receipt by any means; or
 - (b) 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 (4) 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 **[Insert]** until **[Insert]**.

Item 2. Grant

See clauses 1.1 and 2.1

- (1) Grant: **[\$[Insert]]**
- (2) The Grant is payable by instalments. Invoices may only be rendered in accordance with the following.

Amount	When Invoice may be rendered
[x]	1 April 2026
[x]	1 July 2026 [If applicable]
[x]	1 July 2027 [If applicable]
[x]	1 July 2028 [If applicable]

- (3) 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

The Recipient must submit an annual report for each financial year on the following dates:

Report	Applicable Period	Due date
Annual Report FY2025-26	1 July 2025 – 30 June 2026	30 July 2026
Annual Report FY2026-27	1 July 2026 – 30 June 2027	30 July 2027
Annual Report FY2027-28	1 July 2027 – 30 June 2028	30 July 2028
Annual Report	1 July 2028 – 30 June 2029	30 July 2029

FY2028- 2029		
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[Table to be adjusted depending on the duration of the Grant Period].

Each annual report must be accompanied by a financial acquittal statement and an outcomes report. Refer to Annexures A and B of this Deed for the form of financial acquittal statement and the outcomes report.

For the avoidance of doubt, the Recipient must still submit an annual report for an applicable period if the Grant Period ends or the Deed is otherwise terminated prior to the end of the relevant applicable period.

Item 4. Other insurance requirements

See clause 10.1

(1) Public Liability Insurance: [amount to align with the insurance requirements of registration under the NRSCH]

(2) Other Insurance

Professional indemnity insurance coverage in the amount of [amount to align with the insurance requirements of registration under the NRSCH] in respect of each claim and in the annual aggregate.

[Other types of insurance should be inserted in accordance with the requirements of the NRSCH]

Item 5. Contact Officers

See clauses 1.1 and 15.8

For the Territory:

[Insert name of Contact Officer]
[Insert contact details – address and facsimile]

For the Recipient:

[Insert name of Contact Officer]
[Insert contact details – address and facsimile]

Item 6. Form of Acknowledgement

See clause 8.1

[Insert form of acknowledgement to be used eg. “with assistance from the ACT Government under the Affordable Community Housing Land Tax Exemption Scheme Grants Program”].

SCHEDULE 2

THE FUNDED ACTIVITY

Schedule 2 will set out the specific activities, deliverables, and obligations that the Recipient must undertake in relation to the grant funds. These requirements will be selectively drawn from the Applicant's completed 'Attachment A – Applicant Response Form' and other attachments to ensure clarity and consistency with the Deed. The Territory will also only extract and include the relevant elements necessary to define the funded activity, such as description of the proposed activities or budget.

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

1. Eligibility of Recipient

1.1 Recipient must continue to be a registered community housing provider

The Recipient must continue to be a registered community housing provider as defined in s 13A of the *Land Tax Act 2004* (ACT).

If the Recipient ceases to be a registered community housing provider as defined in s 13A of the *Land Tax Act 2004* (ACT):

- (1) the Recipient must immediately notify the Territory; and
- (2) the Territory may terminate this Deed by written notice to the Recipient.

1.2 Recipient must continue to be eligible under of the grant program

During the Grant Period, the Recipient must continue to be able to demonstrate to the reasonable satisfaction of the Territory that the Recipient:

- (1) remains a registered community housing provider that is well-governed, well-managed, financially viable, and capable of delivering affordable housing to eligible tenants in accordance with national performance standards; and
- (2) remains able to comply with all relevant requirements of the Affordable Community Housing Land Tax Exemption Scheme, established under s 13A of the *Land Tax Act 2004* (ACT).

If the Recipient is unable to demonstrate the above matters to the reasonable satisfaction of the Territory, the Territory may terminate this Deed by written notice to the Recipient.

[This schedule will be further updated before a final Deed is signed, including potentially to insert other Special Conditions]

SIGNED AS A DEED ON 20

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:) Signature of Territory delegate

.....
Signature of witness Print name

.....
Print name

SIGNED for and on behalf of)
[NAME & ACN OF RECIPIENT] in the)
presence of:) Signature of Recipient or authorised
officer*
*delete whichever is not applicable (see note below)

.....
Signature of witness
.....
Print name and position

.....
Print name
.....
Signature of second authorised officer*
*see note below

.....
Print name and position



- 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.
 - Individual: Must be signed by the individual Recipient and witnessed.
 - 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.
 - Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Recipient’s constitution.

ANNEXURE A

FINANCIAL ACQUITTAL STATEMENT – ###

(To be submitted to the Territory on or before 30 July each year)

Recipient: "Organisation name"

Name of Service: "Insert Project Name"

For the period: From..... until.....

I, of "Organisation name" provide the following as evidence of acquittal of the Grant provided by the Territory.

I HEREBY CERTIFY THAT:

Funding of \$..... (GST exclusive) was expended during Period in accordance with the Funded Activity at **Schedule 2** of the Deed of Grant.

Signature of Delegate

Position

Print Name of Delegate

Date

Please return this completed form by email to affordablehousing@act.gov.au

ANNEXURE B

OUTCOMES REPORT – ###

(To be submitted to the Territory on or before 30 July each year)

Recipient: "Organisation name"

Name of Service: "Insert Project Name"

For the period: From..... until.....

I, of "Organisation name"
provide the following summary report of the outcomes as evidence of acquittal of the
Grant provided by the Territory.

Summary of how the Grant was used to meet the funding purpose at **Schedule 2:**

Report on the activities undertaken by the organisation, to meet the outcomes under
Schedule 2(attach a separate page if required).

Signature of Delegate

Position

Print Name of Delegate

Date

Please return this completed form by email to affordablehousing@act.gov.au