



DEED OF GRANT

Dated

DD/MM/YYYY

Parties

CITY RENEWAL AUTHORITY

TRADING NAME

ABN: XX XXX XXX XXX

2024-25 PLACEMAKING GRANTS

Prepared by

City Renewal Authority
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Version

Placemaking Grants - Deed of Grant – June 2025

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PARTIES: **CITY RENEWAL AUTHORITY**, the Territory authority established by section 7 of the *City Renewal Authority and Suburban Land Agency Act 2017* (**Authority**).

TRADING NAME XX XXX XXX XXX of No. **Street Name, Suburb, State, Australia, XXXX**
Must be 1 (**Recipient**).

BACKGROUND

The Authority 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 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 the activity described in **Schedule 2**.

Grant 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 all reports, documents, information or other records created, written or otherwise brought into existence by the Recipient as part of, or for the purpose of administering the Grant arrangement, including for the purpose of **clauses 6 and 7** (whether in draft or final form), and stored by any means.

Grant Period 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 *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 Authority 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 Authority 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

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 Authority's Contract Officer.

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

Territory 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 importing a gender include the others; words in the singular 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) 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

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

- (1) promptly notify the Authority 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 required to pay GST and is registered under the GST Act, the Authority 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 Authority 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 Authority 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 Authority 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 Authority access to those facilities and such assistance as may reasonably be necessary to enable the Authority to conduct an audit under **clause 6.2(1)**; and
 - (b) permit the Authority, 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 Authority's rights under this **clause 6** may be exercised by the Territory's Auditor-General, their 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 Authority 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 Authority 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 Authority support

The Recipient must in relation to the Funded Activity:

- (1) acknowledge the support of the Authority in all public events, media releases, media coverage, or social media; 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 Authority:
 - (a) if required under **Item 8 Schedule 1**, or as otherwise requested by the Authority, a draft of that material at least 10 days prior to publishing or printing for approval;
 - (b) a copy of that material;
- (2) on reasonable notice, invite the Authority to participate in any public event, media release or media coverage related to the Funded Activity. The Authority may nominate a third party to attend on their behalf;
- (3) at the request of the Authority, provide access to information and resources to assist in the promotion of the activity. This may include access to persons involved with the activity for promotional purposes;
- (4) at the request of the Authority, use the Authority's promotional collateral at the location of the activity, and at the location of activities promoting the activity.
- (5) at the request of the Authority, provide communications and community engagement strategies for the project to the Authority for approval; and
- (6) at the request of the Authority, participate in the Authority's promotional campaigns. This may include the Authority directing the Recipient to provide it with the ability to co-brand and co-author social media activities and communication collateral. Provide any co-branded material using ACT Government or City Renewal Authority branding to the Authority for approval.

9. Intellectual Property Rights

9.1 Ownership of Grant Material

Ownership of all Grant Material, including any intellectual property rights, vests on its creation by the Recipient. All writing, drawings, photographs, models, sound recordings, audio-visual records, and other creative works prepared TRADING NAME shall be deemed to have been prepared for the City Renewal Authority and shall be considered as works made for use. All rights comprised in the copyright will remain the property of by TRADING NAME.

9.2 Licence to Authority

The Recipient grants to the Authority 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.

10. Insurance and Indemnity

10.1 Recipient's insurance

The Recipient must effect and maintain for the Term all insurance coverage required to be effected by it by law, and insurance of the types and in amounts not less than the amounts (if any) specified by **Item 4 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.

10.2 Indemnity

The Recipient indemnifies the Authority, 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 Authority caused the relevant loss, damage or injury.

11. Termination of Grant

11.1 Default

The Authority 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 Authority, or
 - (b) is not capable of being remedied.

11.2 Termination or reduction of funding for any reason

The Authority 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 Authority 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 Authority 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

- (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 Authority 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 Authority. If the Authority gives its consent, the Authority 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 Authority immediately in writing and comply with any requirement of the Authority 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 Authority 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 Authority.

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 Authority 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 Authority 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 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,
 - (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 (4) occurring.

15.9 Forms and statements

The Authority 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 Grant Period

1. *See clauses 1.1 and 3*

From the date of this Deed until 01 June 2025.

Item Grant

2. *See clauses 1.1 and 2.1*

(1) Grant: \$XX,000.00 (GST exclusive)

(2) The Grant is payable by instalments. Invoices may only be rendered in accordance with the following.

Amount	When Invoice may be rendered	Expected Date:
\$XX,000	On execution of this deed	DD/MM/YY
\$XX,000.00	On approval of the project and engagement plan by the Authority	DD/MM/YY
\$XX,000	On delivery of the activity	DD/MM/YY
\$XX,000.00	On approval of the acquittal by the Authority	DD/MM/YY

(3) Except if otherwise stated in this Deed, the Grant is:

(a) payable within 30 days of receipt by the Authority of an Invoice; and

(b) exclusive of GST and all other taxes, duties, and charges.

Item Reporting and 3. Acquittal

See clause 7.1

By DD/MM/YY, unless otherwise agreed to by the Authority, the Recipient must provide to the Authority:

(1) a project progress report as per Annexure A.

By DD/MM/YY the Recipient must provide to the Authority:

(1) a completed Acquittal of Grant Funding Form as per Annexure B.

(2) documentation that clearly identifies the income and expenditure of the funding, signed by a registered accountant or the official auditor of the organisation.

(3) A project evaluation report (template at Annexure C) which must address the performance measures identified in the grant application and include attendance data (if relevant) and photos (which can be used by the Authority).

Item 4. Other insurance requirements (1) Public Liability Insurance: \$10 million (in the annual aggregate).
See clause 10.1

Item 5. Contact Officers For the Authority:
See clauses 1.1 and 15.8

Patrick Rose
3 Constitution Avenue, Canberra City ACT 2601
Phone: 0435 331 992
Email: patrick.rose@act.gov.au

For the Recipient:

Person Responsible
Trading Address
Trading Name
Phone: 04XX XXX XXX
Email: email@email.com

Item 6. Form of Acknowledgement
See clause 8.1

“with support from the ACT Government under the City Renewal Authority’s Placemaking Grants program”.

For social media sites where the number of characters that can be used is limited, the following acknowledgement is required to be used, “Made possible by a @cityrenewalcbr grant.”

The Authority’s branding is to be used for all forms of acknowledgement. Specifically, the ACT GOV | CRA Lock-up version of the Authority’s logo should be used and is provided below to the recipient for use once the deed has been executed. [The Brand Guardian and logos can be downloaded here](#)

Item 7. Separate Account
See clause 4.2

A separate account for the Grant is not required.

Item 8. Provision of Drafts
See clause 8.2

For the purposes of **clause 8.2** drafts must be provided.

SCHEDULE 2

THE FUNDED ACTIVITY

Application ID: CG/XXX
Project Title: As Created

Funded Activity:

As described in Application and agreed.

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

Item 1 Liaison with Access Canberra

- (1) The Recipient must contact the Events and Business Coordination team in Access Canberra on phone number 13 22 81 to discuss their Funded Activity immediately following execution of this Deed.

Item 2: Other special conditions

- (1) Respective of application

SIGNED AS A DEED ON..... 21

SIGNED for and on behalf of the **CITY**)
RENEWAL AUTHORITY in the presence of:)
)

.....
Signature of witness

.....
Signature of Authority delegate

.....
Print name

.....
Print name

SIGNED for and on behalf of)
TRADING NAME)
ABN: XX XXX XXX XXX)
in the presence of:

.....
Signature of director/ secretary/ witness*
*DELETE whichever is not applicable (see note below)

.....
Signature of director/ authorised officer/ individual
*DELETE whichever is not applicable (see note below)

.....
Print name

.....
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.
- 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.
- 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.