



DEED OF GRANT

Dated

Parties

AUSTRALIAN CAPITAL TERRITORY

**THE ROYAL SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS (ACT) LIMITED
ABN 35 730 738 037**

**GRANT FOR THE DESIGN OF A NEW
PURPOSE BUILT FACILITY FOR THE
RSPCA ACT**

Prepared by

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CANBERRA CITY ACT 2601
Ref: 646587

Version

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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 City and Environment Directorate.

THE ROYAL SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (ACT) LIMITED ABN 35 730 738 037 of 12 Kirkpatrick Street Weston ACT 2611 (**Recipient**).

BACKGROUND

- A. The Recipient operates an animal welfare facility at Block 1173 Weston Creek and surrounding land (**Weston Creek Site**). This facility is ageing, and the parties acknowledge the community need for a purpose built, fit-for-purpose facility to be operated by the Recipient.
- B. The Recipient aspires to design a new Facility that achieves the following purposes, which is supported by the Territory:
 - (1) increased capacity for the Recipient to manage animal welfare in the Territory;
 - (2) seek better outcomes for animals and the people who care for them;
 - (3) provide a modern, safe and compassionate care environment for animals;
 - (4) promote responsible pet ownership and connection;
 - (5) deliver quality husbandry and care;
 - (6) provide safe refuge to animals whose owners are in crisis; and
 - (7) building capacity in much needed primary veterinary care for domestic animals and medical care for injured wildlife.
- C. A site has been identified by the Territory for the new Facility to be built, being the Land, which is unleased Territory land at the date of this Deed.
- D. The Territory has committed to grant funds for the Recipient to complete the detailed design and Development Approval of the Facility. This is to enable consideration of the provision of any further funds for the Facility.
- E. The Territory may, but is not obliged to, provide additional funding to the Recipient for the construction of the Facility, including any offsite works, subject to and conditional upon the completion of Deliverables in respect of this Grant by the Recipient and the Territory obtaining funding approval.
- F. The parties agree, in principle, funding for the construction of the Facility would also involve:
 - (1) the Recipient vacating (without the Recipient being obliged to undertake any makegood) and surrendering any interest (legal, equitable or otherwise) in the Weston Creek Site at no additional cost to the Territory; and

- (2) the parties negotiating long term occupancy rights for the Recipient in respect of the Land on terms that will be the subject of a future funding proposal, including a nominal rent.
- G. 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.

Authority	any governmental or semi-governmental, statutory or judicial body, instrumentality, department, directorate, commission, authority, tribunal, agency or other similar entity.
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.
Deliverables	the items described in Item 1.3 Schedule 2 .
Design Consultancy Agreement	the agreement between the Territory and Guida Moseley Brown Pty Ltd ACN 101 197 246 dated 21 November 2022 for preliminary design services for the Facility.
Development Approval	a development application that has been approved by the relevant Authority under the <i>Planning Act 2023</i> .
Facility	a purpose-built animal welfare facility described in Item 1.2 Schedule 2 , subject to agreed variations by the Territory.
Funded Activity	the activity described in Item 1.1 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 Material
Licence**

has the meaning given by **clause 9.2**.

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).

Illegal Worker

means a person who:

- a) has unlawfully entered and remains in Australia;
- b) has lawfully entered Australia, but remains in Australia unlawfully; or
- c) is working in breach of their visa conditions.

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	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 Contract Officer.
Land	part of Block 2 Section 14 Pialligo and part of Block 3 Section 14 Pialligo as indicated on the plan at Attachment 1 .
Laws	all laws, including under common law, equity and statute and any regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, order, rule or subordinate legislation.
Minimum Requirements	the requirements set out in Item 1.2 Schedule 2 .
Moral Rights	means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, as defined in the <i>Copyright Act 1968</i> (Cth). .
Modern Slavery	as defined in the <i>Modern Slavery Act 2018</i> (Cth)
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).

WHS Laws

means all laws in connection with work health and safety including the *Work Health and Safety Act 2011*, the *Work Health and Safety Regulation 2011* and all other laws applicable in the Territory dealing with work health and safety matters.

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.

1.3 Acknowledgement

The Recipient acknowledges and agrees that this Deed will not in any way restrict or affect the unfettered discretion of the Territory, a Territory office holder or a Territory body to perform any of its rights or duties, which are distinct to the Territory’s performance of this Deed.

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 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, 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 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 required under **Item 8 Schedule 1**, or as otherwise requested by the Territory, a draft of that material at least 10 days prior to publishing or printing;
 - (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

Subject to **clause 9.3**, 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 (**Grant Material Licence**).

9.3 Exclusion

- (1) The Recipient will use reasonable endeavours to ensure that any licence the Recipient enters into with a third party for the purposes of the creation of the Grant Material contains the terms of the Grant Material Licence.

- (2) The Territory acknowledges and agrees that if the grant of the Grant Material Licence will or is likely to infringe the intellectual property rights or other rights of another person, then the Recipient must inform the Territory of that fact and then may amend the Grant Material Licence by written notice to the Territory.

10. Insurance and Indemnity

10.1 Recipient's insurance

The Recipient must effect and maintain for the Grant Period:

- (1) all insurance coverage required to be effected by it by law; and
- (2) insurance of the types and in amounts not less than the amounts (if any) specified by **Item 4 Schedule 1**,

with an Australian Prudential Regulation Authority insurer, and the Recipient must produce evidence to confirm compliance with this clause.

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 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. Unacquitted funds

12.1 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 Grant; and
- (2) for any portion of Grant that remains unacquitted:
 - (a) if further funding is granted to the Recipient for the Facility, then those remaining funds will form part of that additional funding and must be used in accordance with the terms of that additional funding; or
 - (b) if no further funding is granted to the Recipient for the Facility, those remaining funds are at the Territory's absolute discretion:
 - (i) to be retained by the Recipient; or
 - (ii) to be returned to the Territory as a debt due and payable.

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 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. The parties will enter into a second deed to document the arrangements for Grant Stage Two.

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;
- (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 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.

15.12 Counterparts

This Deed may be entered in any number of counterparts. A party may execute this Deed by signing any counterpart. All counterparts, taken together, constitute one instrument.

15.13 Electronic execution

A party may sign this Deed, and any variations to it, by electronic means where permitted by law. Each other party consents to that party signing by electronic means.

SCHEDULE 1

GRANT DETAILS

Item 1. Grant Period

See clauses 1.1 and 3

From the date of this Deed for a period of 18 months or any later period agreed by the parties.

Item 2. Grant

See clauses 1.1 and 2.1

- (1) Grant: The Territory agrees to Grant the Recipient \$2,000,000.00 (GST exclusive) to be on execution of this Deed.
- (2) Except if otherwise stated in this Deed, the Grant is payable within 30 days of receipt by the Territory of an Invoice.
- (3) Unspent funds may be required to be reimbursed in accordance with **clause 12.1**.

Item 3. Reporting and Acquittal

See clause 7.1

The Recipient must provide to the Territory the following:

- (1) a quarterly report setting out the details of expenditure of the Grant;
- (2) a quarterly progress report in a form agreed by the Territory that sets out details on:
 - (a) design progress;
 - (b) risks and issues; and
 - (c) stakeholder engagement, and
- (3) a final report at the end of the Grant Period, which includes the details described in Item 3(1) and (2).

Item 4. Other insurance requirements

See clause 10.1

- (1) Public Liability Insurance coverage in the amount of \$20 million in respect of each claim and in the annual aggregate.
- (2) Professional indemnity insurance coverage in the amount of \$5 million in respect of each claim and in the annual aggregate.

Item 5. Contact Officers

See clauses 1.1 and 15.8

For the Territory:

Executive Branch Manager Environment, Land and
Technical Regulation
City and Environment Directorate

For the Recipient:

Michelle Robertson
Chief Executive Officer
RSPCA ACT

Item 6. Form of Acknowledgement

See clause 8.1

“with assistance from the ACT Government”.

If inclusion of a logo is required instead of, or in addition to, the acknowledgement, the following logo must be used:

Supported by



Item 7. Separate Account

See clause 4.2

A separate account for the Grant is 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

1. Funded Activity and Facility

1.1 Funded Activity

- (1) The Recipient must use the Grant for the purposes of:
 - (a) undertaking the design for the construction of the Facility on the Land in accordance with this Deed;
 - (b) having ready all documents to lodge with the Authority seeking a Development Approval for the Facility; and
 - (c) any other preliminary works or activities (including relevant procurement activities) that must be undertaken by the Recipient.
- (2) For the avoidance of doubt, the Recipient is not to lodge an application for Development Approval for the Facility as part of the Funded Activity.

1.2 Facility – Minimum Requirements

- (1) The parties agree that the design of the Facility must include the following minimum requirements and be costed within the allocated funding allocation:
 - (a) Facilities for cats (minimum of 71 cat pens)
 - (b) Facilities for dogs (minimum of 69 kennels for dogs including, dog whelping and puppy kennels)
 - (c) Vet clinic
 - (d) Visitor facilities (waiting area, public toilet facilities) for an average of 50 visitors per day.
 - (e) The ability for intake and accommodation of reptiles, small animals and pocket pets, farm animals, domesticated birds and poultry.
 - (f) Designated areas for animal quarantine, assessments, and enrichment use.
 - (g) Kitchen and laundry area.
 - (h) Customer facing areas.
 - (i) Volunteer and staff amenities.
 - (j) Staff offices and workspaces.
- (2) The parties acknowledge that any additional facilities, functionality and amenities will be considered once the design of the Facility has been fully costed, and that **Item 1.2(1)** does not preclude the Recipient from proposing a design for the Facility that has additional capacity or functionality subject to:
 - (a) complying with the Territory Plan and any future lease arrangements agreed between the parties;

- (b) all minimum requirements in **Schedule 2 Item 1.2(1)** being met; and
- (c) being consistent with all other Deliverables, including but not limited to those related to cost planning and funding sources.

1.3 Deliverables

- (1) Without limiting **Schedule 2 Item 1.1** the Recipient must complete the following Deliverables within the following timeframes.

Deliverable	Summary of deliverable	Due date
Design brief	A design brief that details the Minimum Requirements and any additional requirements the Recipient wants designed and costed, and includes onsite civil works and any offsite enabling works advised by the Territory to be incorporated into the design brief. To the extent reasonably possible, the design brief must consider any required expansions over a minimum 10 year period. The design brief must include an indicative delivery timeframe with high level dates for deliverables, engagement framework with the Territory for any decision points and proposed stakeholder consultation.	Within 2 months of the grant commencing.
Final Design	(1) A concept document that sets out the final design, including detailed designs and functional designs, and details on how this delivers a modern facility that meets the Minimum Requirements (Final Design). (2) Subject to (3), the Final Design must set out any stakeholder engagement undertaken to inform the Final Design and detail how previous stakeholder engagement undertaken for the Design Information (as defined in Item 2.2), to the extent it has been used in the Final Design, has been addressed in the Final Design. (3) Where in the reasonable opinion of the Recipient the Final Design does not materially alter the Design Information to the extent that it could reasonably affect stakeholder	Draft design submission point with costings when complete for Territory review. Final design report at end of grant period

	interests, the Territory will accept the outcomes of the stakeholder engagement undertaken for the Design Information. (4) For the purposes of (3), “materially alter” means a change to the design principles or workflows, including but not limited to changes to external interfaces (i.e. traffic, parking, noise) , public-facing spaces or visitor flows, animal capacity or functional adjacencies, or planning or compliance changes.	
Development Approval application	An application that meets the requirements of the Authority and is endorsed by the Territory in accordance with Schedule 2, Item 1.4 . The Recipient is responsible for responding to any requests for additional information from the Authority as part of the Development Approval application.	By the end of the grant period
Cost plan	A plan that sets out detailed costings for the Facility, including any offsite works or other conditions of approval required for Development Approval or during the process of obtaining Development Approval. Costs element (including construction) to be prepared by a Quantity Surveyor and the costings to be broken down into the details of each element.	At draft design submission and Final design at end of grant period
Sources of funding	A document setting out sources of funding including the amounts	At end of grant period
Delivey model assessment	Delivery model assessment and recommendation for construction stage. This is to include an indicative schedule for delivery stage.	At end of grant period

1.4 Approval process

The Recipient must not lodge any application for Development Approval with an Authority, however it must prepare a draft of that application for endorsement by the Territory.

2. Roles and responsibilities of the parties

2.1 Responsibilities of the Recipient

- (1) The Recipient will:
 - (a) engage any third parties to meet the Minimum Requirements for the design of the Facility with specific requirements for the design details to include:
 - (i) civil works;
 - (ii) initial off site enabling works;
 - (iii) services connections (including from the site to the mains);;
 - (iv) design of the Facility; and
 - (v) fit out requirements,
 - (b) undertake consultation with adjoining leaseholders and other relevant stakeholders;
- (2) The Recipient acknowledges and agrees that the costs for the construction, fit out, commissioning, maintenance and repairs of the Facility do not form part of the Grant or Funded Activity.
- (3) The Recipient acknowledges that offsite enabling works will be undertaken by the Territory and the costs for which will be covered by the Territory (see also **Schedule 2 Item 3.3**).
- (4) The parties will determine the scope of the offsite enabling works that need to be included in the design of the Facility.

2.2 Copyright Licence

- (1) The Territory was a party to the Design Consultancy Agreement, where a consultant was engaged to provide preliminary design and cost details for an animal welfare facility.
- (2) The Territory is the absolute owner of the entire unencumbered copyright in the reports and other materials that were developed under the Design Consultancy Agreement (defined in the Design Consultancy Agreement as “Contract Material”) (**“Design Information”**) developed by the consultant under the Design Consultancy Agreement, including copyright in the Design Information.
- (3) The Territory grants to the Recipient a non-exclusive, royalty free, perpetual licence (**Licence**) to use the Design Information for the purposes of the Funded Activity, any subsequent application for Development Approval, construction and maintenance of the Facility or any similar facility, that may or may not be the subject of any future deed between the Territory and the Recipient, including:
 - (a) make reasonable numbers of copies of the Design Information;

- (b) modify, adapt and change the Design Information;
 - (c) incorporating any element of the Design Information in the design brief (as described in **Item 1.3** of this **Schedule 2**);
 - (d) using any element of the Design Information for the Funded Activity.
- (4) To avoid doubt, the recipient is also permitted to use the Design Information for the purposes of fundraising and any similar activity to enable the construction or maintenance of the Facility.
- (5) The Territory acknowledges that it has obtained all necessary Moral Rights waivers and consents to enable the Recipient to use the Design Information in accordance with the Licence.
- (6) The Design Information is provided to the Recipient on the following conditions:
- (a) the Recipient will not assign the whole or part of its rights under this Licence without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions;
 - (b) the intellectual property rights, including copyright, in the Design Information or any part of the Design Information is, and remains, the property of the Territory, and the Design Information must only be dealt with by the Recipient in accordance with the Licence, or as otherwise agreed in writing by the Territory;
 - (c) the Recipient must ensure that all copies of the Design Information printed, published, made or reproduced by the Recipient bear the following acknowledgement, and any other acknowledgement the Territory may require of the Recipient from time to time:

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- (d) subject to **Schedule 2 Item 2.2(6)(e)**, the Recipient assigns to the Territory immediately upon its creation all intellectual property rights, including copyright, in all of its adaptations, modifications and changes to the Design Information and must use reasonable endeavours to include clauses that will allow it to comply with this requirement in its third party contracts associated with the Funded Activity;
- (e) if an assignment pursuant to **Schedule 2 Item 2.2(6)(d)** will or is likely to infringe the intellectual property rights or other rights of another person, then the Recipient is not obliged to assign intellectual property rights, including copyright, in all of its adaptations, modifications and changes to the Design Information;

- (f) where **Schedule 2 Item 2.2(6)(e)** applies, the Recipient will procure for the Territory a non-exclusive, royalty free, perpetual licence to use the Design Information as adapted, modified or changed in accordance with this Deed;
- (g) the Recipient:
 - (i) subject to **Schedule 2 Item 2.2(6)(g)(ii)**, must not sublicense, resell or loan the whole or part of the Design Information without the prior written consent of the Territory;
 - (ii) may share, sublicense, resell (excluding copyright) or loan copies of the whole or part of the Design Information to a third party engaged by the Recipient to assist the Recipient in undertaking the Funded Activity and for the other purposes allowed by the Licence, without the prior consent of the Territory;
 - (iii) may make only the number of copies of the Design Information reasonably required to undertake the Funded Activity or other purposes allowed by the Licence;
 - (iv) must not use the Design Information for any purpose outside the scope of the Licence;
 - (v) must not publish, communicate or provide to any unauthorised person or to the public the Design Information; and
- (h) the Recipient must not share or otherwise use the Design Information with any other third party (including, for the avoidance of doubt, any related entity of the Recipient), or for any other purpose other than for the Funded Activity and other purposes allowed by the Licence.
- (7) The Recipient may use the Design Information including adaptations, modifications and changes for any application for Development Approval for the Facility, notwithstanding that the Territory may refuse to grant any further funding to the Recipient for the Facility.
- (8) The Recipient acknowledges that it uses the Design Information at its own risk and the Territory has made no promises and given no undertakings as to the suitability for any purpose or quality of the Design Information.
- (9) Except in respect of its rights to grant the Licence, the Territory is not liable for, or in respect of, any loss, damage or injury directly or indirectly arising from the provision of the Design Information or the use made of the Design Information by the Recipient or from any other reason whatsoever.

3. Grant is all inclusive

- 3.1 The Recipient acknowledges and agrees that the Grant is all inclusive and covers:

- (1) all costs for the design of the Facility and preparation of a submission for any relevant Development Approvals, but excluding costs incurred by the Territory up to the date of this Deed relating to the design of the Facility;
 - (2) costs for any relevant procurement activities;
 - (3) all administration and management costs of the Recipient to manage the Funded Activity;
 - (4) any contingencies for the Funded Activity; and
 - (5) is capped at the amount set out in **Schedule 1 Item 2(2)(a)**.
- 3.2 The Recipient acknowledges that where the costs of the Funded Activity is more than the Grant amount, the Recipient must secure the additional funding.

4. Relevant procurement activities

- 4.1 The Recipient must ensure that in undertaking any relevant procurement processes for the Funded Activity it:
- (1) must take reasonable steps to ensure any engaged contractor or subcontractor does not engage Illegal Workers;
 - (2) must take reasonable steps to ensure any engaged contractor or subcontractor does not engage in Modern Slavery practices;
 - (3) any engaged contractor or subcontractor is not named by the Workplace Gender Equality Agency as an employer that is currently not complying with the *Workplace Gender Equality Act 2012* (Cth);
 - (4) ensure that any engaged contractor or subcontractor complies with all applicable WHS Laws and has a work health safety management system in place;
 - (5) must ensure the Funded Activity is performed to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Recipient is undertaking the Funded Activity; and
 - (6) and engaged contractors or subcontractors hold relevant insurance commensurate with the activity it has been engaged to provide.

5. Governance arrangements

- 5.1 The Recipient must participate and make itself reasonably available for the following meetings with the Territory:
- (1) meetings every quarter with the Territory to discuss progress of Funded Activity, including progress against the project plan; and

- (2) meetings in addition to those described at **Schedule 2 Item 5.1(1)** to address any delays in the Funded Activity, scope changes or cost overruns.

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

Item 1. Licence

- (1) The Territory must grant the Recipient a licence for access to the Land in order for the Recipient to undertake all activities necessary for the Funded Activity, subject to any reasonable requirements of the Territory (**Access Licence**).
- (2) The Recipient will not be obliged to pay a licence fee under the Access Licence.
- (3) Prior to the Recipient accessing the Land, it must provide the Territory at least 2 calendar days' notice.

SIGNED AS A DEED ON 29 APRIL 2026 2026
(if no date is specified, it is signed on the date the last party signs after the first party has signed).

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

Personal information

Signature of witness

Sara Thomsen
Print name

29.04.2026
Date

Personal information

Signature of Territory delegate

DANIEL CHILAS
Print name

29 APRIL 2026
Date

SIGNED for and on behalf of)
THE ROYAL SOCIETY FOR THE)
PREVENTION OF CRUELTY TO)
ANIMALS (ACT) LIMITED)
ABN 35 730 738 037 in the presence of:

Personal information

Signature of second authorised officer

Rakesh George, Executive Manager Finance,
Technology & Compliance

Print name and position

24/4/2026

Date

Personal information

Signature of authorised officer

Michelle Robertson, Chief Executive Officer
Print name and position

24/4/2026

Date

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.

Attachment 1 – Plan of Land

