PROGRAM FUNDING DEED

Parties	**AUSTRALIAN CAPITAL TERRITORY**
	LABRADOR RESCUE INC
	Rehoming and Rehabilitation of Labradors or Labrador Mix Dogs in the ACT and the the Last Litter' Labrador and Labrador mix desexing initiative.
Prepared by	ACT Government Solicitor Plaza Level, 5 Constitution Avenue CANBERRA CITY ACT 2601
Version	1.

CONTENTS

PARTIES

AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) **(Territory)** represented by Transport Canberra City Services.

Labrador Rescue Inc 81592419387 of Personal Information .**(Organisation)**.

BACKGROUND

A. The Organisation undertakes, or proposes to undertake, the Funded Program.

B. The Territory has agreed to provide Funding to the Organisation to support its delivery of the Funded Program on the terms and conditions of this Deed.

AGREED TERMS

1. Interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Accounting Standards means the standards of that name maintained by the Australian Accounting Standards Board (referred to in section 227 of the *Australian Securities and Investments Commission Act 2001* (Cth)) or other accounting standards which are generally accepted and consistently applied in Australia.

Associates means, in relation to a party, any officer, agent, adviser, consultant, contractor or employee of that party.

Authority means any government or any governmental, semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality.

Background Checking Act means the *Working with Vulnerable People (Background Checking) Act 2011* (ACT).

Business Day means a day in the Territory that is not:

(1) a Saturday or Sunday;

(2) a public holiday for the Territory pursuant to the *Holidays Act 1958* (ACT); or

(3) the 27th, 28th, 29th, 30th or 31st of December.

Claim means any claim, action, demand, suit or proceeding (including by way of contribution or indemnity) made:

(1) under or in connection with this Deed; or

(2) at Law or for specific performance, restitution, payment of money (including damages) or any other form of relief.

Confidential Information means any document or information produced pursuant to this Deed and the kind of information that:

(1) is by its nature confidential or by the circumstances in which it is disclosed, confidential;

(2) is notified (whether in writing or not) by one party to the other as being confidential; or

(3) is Personal Information,

but does not include information that:

(4) is or becomes public knowledge other than by breach of this Deed;

(5) has been independently developed or acquired by the disclosing party not in connection with this Deed; or

(6) has been notified by one party to the other as not being confidential.

Contact Officer means in relation to each party, the representatives whose names and contact details are specified in **Item 4 Schedule 1**, or as notified from time to time by one party to the other.

Deed means this deed and includes all schedules and attachments to this deed.

Deed Material means Material created or in any way brought into existence wholly or partly with Territory funds for the purpose of delivering the Funded Program.

Force Majeure Event means each of the following events:

(1) earthquake, natural disaster, landslide, seismic activity, tsunami, mudslide or other act of God;

(2) fire, flood or explosion caused by events referred to in paragraph (1);

(3) war, riot, insurrection, vandalism or sabotage;

(4) Public health emergencies, disease, epidemics or pandemics;

(5) strike, lockout, ban, limitation of work or other industrial disturbance; and

(6) law, direction, rule or regulation of any government or governmental agency and executive or administrative order or act of general or particular application.

which:

(7) prevents the Recipient from carrying out the Funded Activity or a material part of the Funded Activity; and

(8) was not caused by the Recipient or the Territory; and

(9) could not have been prevented, avoided, remedied, overcome or its effects overcome, by the Recipient taking those steps which a prudent, experienced and competent Recipient undertaking the Funded Activity would have taken.

Funded Program means the program to be delivered by the Organisation as described in **Part A Schedule 2**.

Funding means the sum specified in, or calculated in accordance with, **Item 2 Schedule 1**.

Government Party means all and any of the Territory, and any Authority of the Territory.

GST has the same meaning as it has in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

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

GST Law has the meaning given in the GST Act.

Insolvency Event means the occurrence of any of the following events in relation to the Organisation:

(10) a liquidator, provisional liquidator, administrator, trustee in bankruptcy, receiver or receiver and manager or similar officer is appointed in respect of the Organisation or any asset of the Organisation;

(11) a distress, attachment or other execution is levied or enforced upon or against any assets of the Organisation and in the case of a writ of execution or other order or process requiring payment, it is not withdrawn or dismissed within 10 Business Days;

(12) an order is made for the administration, dissolution or winding up of the Organisation, or a resolution is passed for the administration or winding up of the Organisation other than for the purposes of a solvent reconstruction or amalgamation on terms approved by the Territory;

(13) the Organisation ceases, or threatens to cease, to carry on its business or payment of its debts generally, other than for the purposes of a solvent reconstruction or amalgamation on terms approved by the Territory;

(14) the Organisation enters, or resolves to enter into any scheme of arrangement or composition with its creditors generally, or any class of its creditors, other than for the purposes of a solvent reconstruction or amalgamation on terms approved by the Territory;

(15) an inspector is appointed under any companies legislation to investigate all or any part of the affairs of the Organisation in relation to a possible contravention by the Organisation of that legislation and the appointment:

(a) is not withdrawn within 10 Business Days; and

(b) in the reasonable opinion of the Territory, may have a material adverse effect;

(16) the Organisation is, in the reasonable opinion of the Territory, unable to pay its debts when they fall due, or is deemed unable to pay its debts under any applicable Law; or

(17) where the Organisation is a registered corporation under

the *Corporations Act 2001* (Cth), a step is taken under section 601AA, 601AB or 601AC of the *Corporations Act 2001 (Cth)* to cancel its registration.

Law means:

(1) those principles of common law and equity established by decisions of courts; and

(2) all legislation, statutes, rules, regulations, by-laws, ordinances and subordinate legislation of the Commonwealth or the Territory.

Liability means any debt, obligation, claim, action, cost, (including legal costs, deductibles or increased premiums) expense, loss (whether direct or indirect), damage, compensation, charge or liability of any kind (including fines or penalties), whether it is:

(1) actual, prospective or contingent; or

(2) currently ascertainable or not,

and whether under or arising out of or in any way in connection with this Deed or arising at Law.

Material means tangible and intangible information, documents (including any document within the meaning of the *Evidence Act 2011* (ACT)), reports, software (including source and object code), inventions, discoveries, designs, innovations, technology, processes, methods, techniques, know-how, data and other materials in any media whatsoever.

Personal Information means personal information as defined in section 8 of the *Information Privacy Act 2014* (ACT).

Program Client means a customer, client or user of the Funded Program.

Program Requirements means the requirements for delivery of the Funded Program described in **Part B Schedule 2**.

Reports means the reports described in **0**.

Review Period means the periods specified in **Item 1 Part B**, **Schedule 2**.

Term means the term specified in **Item 1 Schedule 1**.

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).

Use means, in relation to any Material, the accessing, possessing, using, storing, reproducing, communicating to the public, copying, translating, adapting, modifying, customising, and enhancing of that Material, and includes the incorporation of that Material with other Material and the creation of new versions of or derivations from that Material.

1.2 General

In this Deed, unless the context otherwise requires:

(1) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any determinations, notifiable instruments or other subordinate legislation issued under that legislation or legislative provision;

(2) the singular includes the plural and vice versa;

(3) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;

(4) a reference to any gender includes all genders;

(5) a reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this Deed;

(6) a recital, schedule, annexure or description of the parties forms part of this Deed;

(7) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions), as amended, novated, supplemented or replaced from time to time;

(8) a reference to any party to this Deed, or any other document or arrangement, includes that party's executors, administrators, substitutes, successors and permitted assigns;

(9) where an expression is defined anywhere in this Deed it has the same meaning throughout;

(10) a reference to "dollars" or "$" is to an amount in Australian currency;

(11) the word “include” and its derivations are not to be construed as words of limitation; and

(12) the expression this Deed includes the agreement, arrangement, understanding or transaction recorded in this Deed.

2. Term

This Deed is for the Term unless terminated earlier.

3. Funded Program

The Organisation must:

(1) use the Funding only for the purpose of delivering the Funded Program; and

(2) undertake the Funded Program diligently and otherwise in accordance with this Deed and the Program Requirements.

4. Funding

4.1. Payment of the Funding

Subject to the Territory being reasonably satisfied that the Organisation has undertaken the Funded Program in accordance with the Program Requirements, the Territory will pay the Funding to the Organisation following its receipt of a correctly rendered invoice and otherwise in accordance with **Schedule 1**.

4.2. Non-compliance with Program Requirements

In addition to any other rights of the Territory pursuant to this Deed, where in the reasonable opinion of the Territory, the Organisation has not undertaken the Funded Program (or any part thereof) or substantially complied with the Program Requirements, the Territory may:

(1) defer or withhold payment of the Funding (or any part thereof) to the Organisation until such time as the Organisation has fulfilled its obligations under this Deed; or

(2) deduct from the Funding, an amount the Territory considers proportionate to those obligations under this Deed not performed by the Organisation.

4.3. Refund and Set Off

(1) In respect of any portion of the Funding already paid by the Territory, to which a deduction in **clause 4.2(2)** applies, the Organisation must immediately refund the relevant proportion of the Funding as a debt due and payable to the Territory.

(2) The Territory may set-off any amount due and payable by the Organisation to the Territory pursuant to this Deed or otherwise against the Funding (or any part thereof) or any other amount payable by the Territory to the Organisation pursuant to this Deed.

5. Program Requirements

5.1. Organisation to meet Program Requirements

(1) The Organisation must ensure that the delivery of the Funded Program meets, or is otherwise conducted in accordance with, the Program Requirements.

(2) The Territory may conduct a review of the Organisation's delivery of the Funded Program against the Program Requirements at any time during the Term. If requested by the Territory, the Organisation must participate in the review and provide all information and assistance reasonably requested by the Territory for the purpose of the review.

(3) Without limiting the Territory's rights in relation to this Deed, the Organisation agrees that any failure of the Organisation to deliver the Funded Program in accordance with the Program Requirements which:

(a) poses a risk to the health or safety of any person; or

(b) brings the Territory into disrepute,

will constitute a Default Event for the purposes of clause **13** and provide the Territory with the right to withhold or deduct Funding under **clauses 4.2**.

6. Records and reporting

6.1. Organisation must keep accounts

The Organisation must:

(1) keep comprehensive and accurate accounts and records, in accordance with the Accounting Standards, of its use of the Funding, that can be separately identified from other accounts and records of the Organisation; and

(2) retain the accounts and records referred to in this **clause 6** for the Term and a further period of seven years from the expiry or termination of this Deed or such longer period as may be required by Law.

6.2. Organisation must keep records

The Organisation must keep comprehensive records of the conduct of the Funded Program including progress against the Program Requirements.

6.3. Provision of records and Reports to the Territory

The Organisation must:

(1) provide the Reports to the Territory in accordance with **0**;

(2) upon 10 Business Days written notice by the Territory, produce any of the accounts or records referred to in **clause 6.1** or **clause 6.2** for inspection by the Territory during normal business hours and must permit the Territory or its appointed agent to inspect those records and make such copies of them as the Territory sees fit; and

(3) provide any other reports or records that the Territory may reasonably require from time to time including to confirm the Organisation's capacity to continue to deliver the Funded Program.

6.4. Format of Reports

The Territory may specify a format or the details to be included in any report required pursuant to this **clause 6**.

7. Access to premises and records

7.1. Access to records and Materials

(1) To inspect, review or audit the Organisation's compliance with this Deed, the Territory may, at reasonable times and on reasonable notice, enter the Organisation's premises and inspect the accounts and records kept by the Organisation.

(2) The Organisation must:

(a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an inspection, review or audit under **clause 7.1(1)**; and

(b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

7.2. Access to hardware and software

The Organisation must provide the Territory or any person nominated by the Territory pursuant to **clause 7.1** with access to the Organisation's computer hardware and software to the extent necessary for the Territory to exercise its rights under **clause 7.1**, and must provide the Territory with any reasonable assistance requested by it to use that hardware and software.

8. Insurances and indemnity

8.1. Insurances

(1) The Organisation must effect and maintain for the Term all insurance which a prudent person in the position of the Organisation would obtain including:

(a) the insurance policies specified in **Item 3 Schedule 1** (unless otherwise approved by the Territory in writing); and

(b) all insurance policies required by Law,

collectively referred to as '**Insurances**'.

(2) Where requested by the Territory, the Organisation must promptly provide the Territory with evidence to enable the Territory to satisfy itself of the currency of the Insurances.

8.2. Indemnity

The Organisation indemnifies the Territory from and against any Claim or Liability suffered or incurred by the Territory or any of its Associates in connection with:

(1) any breach of this Deed;

(2) any loss or damage to or of property, including any real or personal property and including property belonging to the Territory or its Associates;

(3) any injury to, illness or death of, any person; or

(4) any third party actions brought against the Territory or its Associates,

to the extent caused or contributed to by the Organisation or any of its Associates in connection with the Funded Program.

9. General obligations of Organisation

9.1. Obligations of Organisation in relation to Staff

The Organisation must ensure employees and volunteers (**Staff**) delivering the Funded Program are:

(1) appropriately qualified and skilled; and

(2) if relevant to the Funded Program, are appropriately registered in accordance with the Background Checking Act.

9.2. No Disrepute

The Organisation must not do or omit to do anything which may damage, ridicule, bring into disrepute or be detrimental to the Territory, or the name or reputation of the Territory. For the purposes of this **clause 9.2**, matters which may be detrimental to the Territory, its name or reputation include (without limitation) the following:

(1) any fraud, collusion or dishonest conduct;

(2) behaving in a manner that damages the public confidence in the integrity of the Territory;

(3) any abuse, serious incident or misconduct by the Organisation or an Associate in dealings with a Program Client; and

(4) making improper use of the position of trust placed in the Organisation in the appropriate expenditure of public moneys.

10. Confidential Information

Except as provided in this Deed, a party (disclosing party) must not disclose Confidential Information to any person, nor deal with the Confidential Information in any way except for the purpose of this Deed, without the prior written consent of the other party except to the extent that the Confidential Information is:

(1) required or authorised to be disclosed by law;

(2) disclosed to the disclosing party's solicitors, auditors, insurers or advisers provided that any such solicitor, auditor, adviser or insurer is subject to a legal or professional obligation to maintain the confidentiality of the information disclosed;

(3) generally available to the public;

(4) in the possession of the disclosing party without restriction in relation to disclosure before the date of receipt from the other party; or

(5) is required to be disclosed by the Territory as part of its normal reporting requirements.

11. Intellectual Property

11.1. Ownership of Deed Material

Subject to **clause 11.2**, the Territory acknowledges that it has no right, title or interest in any Deed Material created in the course of the Funded Program.

11.2. Licence to Territory

The Organisation grants to the Territory, or will procure the grant to the Territory of, a worldwide, irrevocable, non-exclusive, royalty-free, perpetual licence (including the right to sublicence) to Use the Deed Material.

11.3. Third party rights

The Organisation must ensure:

(1) the use of any Deed Material pursuant to **clause 11.2** will not infringe the intellectual property rights of any third party;

(2) it has procured all relevant consents from the authors of any work to the licence in

favour of the Territory at **clause 11.2**, including consents to all the Territory to use the work without attribution and to materially alter the work; and

(3) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Deed Material pursuant to **clause 11.2**.

12. Force Majeure

(1) Neither party is liable for any delay or failure to perform its obligations under this Deed to the extent and for the time that the delay or failure is caused by a Force Majeure Event.

(2) If a delay or failure of a party to perform its obligations is caused by a Force Majeure Event, the performance of that party's obligations will be suspended to the extent and for the time necessitated by the Force Majeure Event.

(3) A party must as soon as possible after a Force Majeure Event which causes that party to delay the performance of, or fail to perform, its obligations pursuant to this Agreement, give notice and full particulars of it to the other party (**Force Majeure Notice**).

(4) Promptly following the issue of a Force Majeure Notice, the parties must negotiate in good faith to agree on a plan to mitigate the effects of the Force Majeure Event and facilitate the completion of the Funded Activity (**Force Majeure Plan**).

(5) If a Force Majeure Event continues for more than three (3) months, either party may terminate this Deed by providing the other party with at least 14 calendar days' written notice.

13. Termination

13.1. Events of Default

For the purposes of this **clause (1)**, each of the following is '**Default Event**':

(1) (**failure to deliver Funded Program**): the Organisation fails to deliver the Funded Program diligently and in accordance with the Program Requirements;

(2) (**default not remedied**): the Organisation fails to perform or observe any of its obligations under this Deed having been given not less than 5 Business Days' notice to remedy such default;

(3) (**failure to meet timeframes**): the Organisation fails to comply with any timeframe under this Deed on two or more occasions;

(4) (**persistent breach**): the Territory has notified the Organisation there are persistent or repeated breaches of this Deed including where there have been two or more occasions on which the Organisation has failed to comply with its obligations under this Deed;

(5) (**Insolvency Event**): subject to the *Corporations Act 2001* (Cth), an Insolvency Event occurs in relation to the Organisation;

(6) (**disrepute**): the Territory is satisfied on reasonable grounds that the Organisation has breached its obligations under **clause 9.2**;

(7) (**false statements**): the Territory is satisfied on reasonable grounds that any statement, representation or warranty made by the Organisation is incorrect or incomplete in a way which would have affected the original decision to approve the Funding for the Funded Program;

(8) (**representations and warranties**): a representation or warranty given by the Organisation under this Deed is found to be materially incorrect or misleading or a financial audit report discloses fraudulent, false, misleading or negligent reporting by the Organisation in respect of any financial statements or invoices or other books or records of the Organisation; and

(9) **(Insurances)**: a breach by the Organisation of any its obligations under **clause 8.1**.

13.2. Termination for Default Termination Event

If a Default Event occurs, the Territory may terminate this Deed by notice in writing to the Organisation, and in that event the Territory will not be liable for any Claim or Liability of the Organisation incurred by reason of the termination. Termination of this Deed for a Default Event will take effect upon the date of the notice given under this **clause 13.2**.

13.3. Termination or reduction of Funding for any reason

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

(1) in the event of termination, comply with the notice; or

(2) in the event of a reduction in Funding:

  (a) continue to undertake such parts of the Funded Program as is practically possible;

  (b) within 10 Business Days of the date of the Territory's notice or such other period as may be agreed, submit to the Territory for approval the Organisation's proposal for any revisions to the Funded Program reasonably necessary by reason of the reduction of Funding; and

  (c) upon the parties agreeing a revised Funded Program, the Funded Program will be taken to be this revised Funded Program for the purposes of this Deed.

13.4. Termination by Organisation for breach

The Organisation may terminate this Deed at any time by written notice to the Territory if the Territory is in breach of a provision of this Deed, where that breach:

(1) if capable of being remedied, is not remedied by the Territory within the period specified in a notice by the Organisation provided such period is not less than 10 Business Days; or

(2) is not capable of being remedied.

13.5. No prejudice

Nothing in this **clause (1)** prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

14. Refund of Funding

14.1. Repayment of unacquitted Funding

Upon the expiry or earlier termination of this Deed, the Organisation must:

(1) provide such of the Reports as the Territory may reasonably require, notwithstanding whether any particular Report is due or scheduled to be provided; and

(2) promptly repay any or all of the Funding that remains unacquitted.

14.2. Meaning of unacquitted Funding

For the purposes of **clause 14.1**, the Funding remains unacquitted if it:

(1) is not spent;

(2) is not contractually committed to be spent; or

(3) has been spent in breach of this Deed.

15. GST

15.1. Definitions

In this **clause 15**, words and expressions which are not defined in this Deed but which have a defined meaning in the GST Law, have the same meaning as in the GST Law.

15.2. GST payable by Supplier

If GST becomes payable on any Taxable Supply made by a party (**Supplier**) under or in connection with this Deed:

(1) any amount payable or consideration to be provided in accordance with any other provision of this Deed for that supply (**Agreed Amount**) is exclusive of GST;

(2) an additional amount will be payable by the party which is the recipient of the Taxable Supply (**Recipient**), equal to the amount of GST payable on that Taxable Supply as calculated by the Supplier in accordance with the GST Law, which will be payable at the same time and in the same manner as for the Agreed Amount; and

(3) the Supplier will provide a Tax Invoice to the Recipient in connection with that supply, either at the time expressly set out in any other provision of this Deed or not later than the time at which the Agreed Amount for that Taxable Supply is to be provided in accordance with this Deed. The Recipient is not obliged to pay any amount in accordance with this **clause 15.2** unless and until a Tax Invoice is received by the Recipient in connection with the Taxable Supply except where the Recipient is required to issue the Tax Invoice.

15.3. Variation in GST payable

If for any reason, the GST payable by the Supplier in connection with a supply it makes under or in connection with this Deed (incorporating any increasing adjustments or decreasing adjustments relating to that supply) varies from the additional amount it received from the Recipient under **clause 15.2** in connection with that supply, the Supplier will provide a refund or credit to, or will be entitled to receive from, the Recipient (as appropriate) the amount of this variation. Where an adjustment event occurs in relation to a supply, and except where the Recipient is required to issue the Adjustment Note:

(1) the Supplier will issue an Adjustment Note to the Recipient in connection with that supply within 14 days after becoming aware of that adjustment event occurring; and

(2) no additional amount will be payable by the Recipient unless and until an Adjustment Note is received by the Recipient.

15.4. Reimbursement and similar payments

If a party is required under this Deed to reimburse or pay another party an amount calculated by reference to a cost, expense, or amount paid or incurred by that other party, the reimbursement or payment will be the GST inclusive cost, expense or amount less the amount of any input tax credit entitlement arising in respect of any acquisition to which that cost, expense or amount relates.

16. General

16.1. Territory's executive rights, duties and functions

(1) Unless otherwise expressly provided, nothing in this Deed gives rise to any duty on the part of the Territory to consider interests other than its own interests when exercising any of its rights or carrying out any of its obligations in accordance with this Deed.

(2) Notwithstanding anything expressly provided or implied in this Deed to the contrary, the parties agree that the Territory:

(a) is not obliged to exercise any executive or statutory right or duty, or to influence, over-ride, interfere with or direct any other Government Party in the proper exercise and performance of any of its executive or statutory rights or duties; and

(b) nothing expressly provided or implied in this Deed has the effect of constraining the Territory or placing any fetter on the Territory's discretion to exercise or not to exercise any of its executive or statutory rights or duties.

(3) The Organisation is not entitled to make any Claim against the Territory for any Liability relating to any exercise or failure of the Territory to exercise any of its executive or statutory rights or duties.

16.2. Conflict of interest

The Organisation warrants that no conflict of interest exists or is likely to arise in the delivery of the Funded Program or the performance of its other obligations under this Deed and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

16.3. No employment, partnership, agency or good faith relationship

Nothing in this Deed:

(1) creates a partnership, joint venture, fiduciary, employment or agency relationship between the Territory and the Organisation; or

(2) imposes any duty of good faith on a party (unless otherwise expressly provided).

16.4. No assignment or subcontracting

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

16.5. Set off

The Territory may set off against any amount due and payable by the Territory to the Organisation any amount the Territory reasonably considers is due and payable by the Organisation to the Territory.

16.6. Entire Agreement

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

16.7. 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.

16.8. Variation

This Deed may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Deed.

16.9. 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.

16.10. Governing law and compliance with the 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 Organisation must comply with all Laws in performing the Funded Program.

16.11. 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 Business Days after the date on which it was sent;

(3) if sent by electronic mail, on whichever of the following occurs first:

  (a) the other party's acknowledgement 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) the 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.

16.12. Counterparts

This Deed may be signed in any number of counterparts and by the parties in separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart to the other party either physically or electronically. All such counterparts taken together will be deemed to constitute one and the same Deed.

16.13. Survival of clauses

Clauses 1, 6, 7, 8, 10, 11, 12 and **14** and any other provision of this Deed which, expressly or by implication from its nature, is intended to survive rescission, termination or expiration of this Deed will survive the rescission, expiration or earlier termination of this Deed.

Schedule 1 DEED DETAILS

Item 1. Term

From the date of this Deed (‘**Commencement Date**’) until until 20th June 2025.
(‘**End Date’**).

Item 2. Funding

(1) $25,000 (GST exclusive).

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

When Invoice may be rendered	Instalment amount (excluding GST)
When agreement has been reached between the recipient and Territory and Business Services.	$25,000

(3) Except if otherwise stated in this Deed, the Funding is payable within 30 days of receipt by the Territory of an Invoice.

Item 3. Other insurance requirements

(1) Public Liability Insurance: $20 million] in respect of each occurrence.

Item 4. Contact Officers

For the Territory*:*
Daniel Childs
Executive Group Manager
Territory and Business Services
480 Northbourne Ave
Dickson ACT
TCCS.TBSStrategicProjects@act.gov.au 2602

For the Organisation:
Katherine MacDonald
CEO
Personal Information
[redacted]

Schedule 2 THE FUNDED PROGRAM AND PROGRAM REQUIREMENTS

PART A: THE FUNDED PROGRAM

(1) Undertake significant desexing initiative of labradors and labrador mix breeds across the Canberra and local region community. The initiative may also reduce

the number of dogs needed to be surrendered to pounds and rescue organisations, due to cost of living pressures on owners required to desex their dogs.

(2) Increase the total number of Labrador/Labrador mix dogs that can be rescued/rehomed in the ACT and surrounding region, by - repairing and upgrading onsite kennelling/boarding facilities, - providing suitable boarding for higher-need dogs, not yet suitable for rehoming, - undertaking a formal training program for local volunteers to uplift capability to support highneed dogs, - assist owners in covering the costs associated with rehoming through LR's Private Rehoming Service (microchipping, vaccination, desexing), through financial co-contribution. - upgrading existing IT infrastructure, including but not limited to a website and database. This will provide increased capability to accept more dogs, particularly during peak periods when volunteer foster care is at capacity and increase the number of higher-need dogs managed by the organisation. Increasing LR's capability to rescue and rehome dogs in the ACT and surrounding regions, will directly reduce the number of dogs in ACT government facilities

PART B: THE PROGRAM REQUIREMENTS

1. REVIEW PERIOD

The Commencement Date to 30 June 2025.

2. PROGRAM REQUIREMENTS

(1) Reduce the number of 'entire' (not desexed) male and female labradors and labrador mix breeds across the ACT and surrounding regions through the provision of a free desexing program.

(2) Establish arrangements with local vets who have capacity to undertake discounted desexing as part of the initiative and develop schedule of availability Advertise initiative via local media and our social media (November 2024 to June 2025 - or once funding has expired). 3. Manage desexing schedule between applicants applying for desexing through initiative and partner vets (November 2024 to June 2025 - or once funding has expired).

(3) Significant reduction in the number of 'entire' (not desexed) male and female labradors and labrador mix breeds. A reduction in the number of dogs being surrendered due to planned and/or unwanted litters. A reduction in the number of dogs being surrendered due to owners not being able to fund the cost of desexing.

(4) Significantly increase the number of Labrador/Labrador mix dogs being rehomed in the ACT by Labrador Rescue, by increasing the number of dogs that can be held temporarily in an onsite kennel/boarding facility.

(5) Build four more onsite kennel runs. Repair and upgrade existing facilities such as fencing, electricity/lighting and water (December 2024, prior to peak period)

(6) Increase in the number of dogs rescued especially during peak periods when foster carers are less available and surrenders increase, and increase in number of dogs rescued with challenging behaviours as having secure

kennels will allow them to be assessed appropriately in a safe place with less time pressure to achieve appropriate behavioural results.

Schedule 3 REPORTS

1. FINANCIAL REPORTS

(1) The Organisation must provide the Territory with a Financial Report in respect of:

(a) the preceding financial year (or any part thereof) by 31 July each year of the Term; and

(b) the financial year which this Deed expires or is terminated, that part of the financial year prior to the date of expiry or termination within 10 Business Days of the date of expiry or termination.

(2) The Organisation must provide:

(a) an Acquittal within 10 Business Days following the end of each Review Period and otherwise upon the request of the Territory; and

(b) an Audit Report on the Organisation's accounts upon the request of the Territory.

(3) The Organisation must provide any documentation or evidence requested by the Territory from time to time to satisfy the Territory that the Funding has been expended in accordance with this Deed.

(4) For the purposes of this **Item 1 Schedule 3**, the following definitions apply:

(a) **Acquittal** means a detailed breakdown of how the Organisation has used the Funding during the relevant Review Period and for the Term;

(b) **Audit Report** means a report on the Organisation's accounts that has been prepared by a qualified accountant in accordance with the auditing standards made by the Australian Auditing and Assurance Standards Board;

(c) **Financial Report** means a report of the Organisation's receipt, retention and expenditure of the Funding prepared in accordance with the Accounting Standards for the relevant financial year and confirmed by a certified practising accountant or chartered accountant, including at a minimum:

(i) a detailed statement of revenue and expenditure and balance sheet for the Funded Program;

(ii) a statement identifying any Funding paid to the Organisation under this Deed that has not been spent or committed during the relevant financial year; and

(iii) a statement as to whether the Organisation's financial accounts in relation to the Funding are complete and accurate.

2. REPORT AGAINST PROGRAM REQUIREMENTS

The Organisation must provide the Territory with a report in relation to the progress of the Funded Program against the Program Requirements:

(1) within 10 Business Days following the end of each Review Period; and

(2) where this Deed is terminated, within 10 Business Days of the date of termination.

19/9/2024

EXECUTED AS A DEED ON ....

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

Personal information

....

DANIEL CHILDS

Print name

Personal Information

....

Signature of witness

Shane Kelly

....

Katherine MacDonald

SIGNED by or for and on behalf of Labrador Rescue Inc ABN 82 592 419 387 [in the presence of / in accordance with section 127 of the *Corporations Act 2001* (Cth)]:)

Personal Information

......

Signature of Director

Personal information

......

Signature of Director

Wendy Poyser..

Print name

Personal Information

....

Signature of second authorised officer*

*only use if Incorporated Association (see note below)

Katherine MacDonald.....................

Print name

Claire Pholi..............................

Print name

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.
Incorporated Association:	Must be signed in accordance with the Organisation's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.