



LEGISLATIVE ASSEMBLY
FOR THE AUSTRALIAN CAPITAL TERRITORY

STANDING COMMITTEE ON ENVIRONMENT, CLIMATE CHANGE AND BIODIVERSITY
Dr Marisa Paterson MLA (Chair), Ms Jo Clay MLA (Deputy Chair), Ms Leanne Castley MLA

Submission Cover Sheet

Inquiry into Environmental Volunteerism in the ACT

Submission Number: 23

Date Authorised for Publication: 17 May 2022



Dr Marisa Paterson MLA
Chair
ACT Legislative Assembly Standing Committee on Environment
Climate Change and Biodiversity
LACommitteeECCB@parliament.act.gov.au

**Submission to the ACT Legislative Assembly Standing Committee on
Environment, Climate Change and Biodiversity
*Inquiry into Environmental Volunteerism***

Dear Dr Paterson

Thank you for establishing the Inquiry into Environmental Volunteerism. The Hackett Community Association (HCA) would like to provide a submission which covers the issues of:

1. inconsistent Terms and Conditions in deeds related to the various environmental grant programs provided by the ACT Government; and
2. inconsistent wording and requirements on SmartyGrants site used to apply for grants.

Terms and Conditions in deeds

In recent years the HCA has auspiced several grants provided to volunteer groups in Hackett including:

- **Adopt-A-Park Community Grants Program 2019-20** – project for the Gilruth Park Supporters “*More Shade and Seating Project – Gilruth Park, Hackett*”. Program managed by the Transport Canberra and City Services Directorate.
- **Adopt-A-Park Community Grants Program 2019-20** – project for the Hackett Community Collective Project “*Hackett Shops Garden Project.*” Program managed by the Transport Canberra and City Services Directorate.
- **ACT Community Zero Emissions Grants Program 2019-20** – project for the Hackett Compost Collective “*Small measures count for a lot with community composting*”. Program managed by the Environment, Planning and Sustainable Development Directorate.
- **ACT Nature in the City Grant Program 2020-21** – project for the Bragg Street Park Volunteers Group “*Naturescaping Bragg St Park, Hackett with swales.*” Program managed by the Environment Planning and Sustainable Development Directorate.

The HCA welcomes these initiatives as it believes there are strong benefits for supporting volunteers participating in activities aimed at improving Canberra’s environment.

A condition for receiving these grants was for the HCA to enter into a legal agreement referred to as a *Deed of Grant*. In the process of reviewing these deeds it became clear that the Terms and Conditions for the grants differed depending on the funding program and which arm of the ACT Government was managing them. The *Adopt-A-Park Community Grants Program* was managed by the Transport Canberra and City Services Directorate, while *ACT Community Zero Emissions Grants Program* and *ACT Nature in the City Grant Program* were managed by Environment Planning and Sustainable Development Directorate.

To highlight these differences a comparison (**Attachment A**) has been made for two of the above deeds - *Adopt-A-Park Community Grants Program More Shade and Seating Project – Gilruth Park, Hackett* and *ACT Nature in the City Grant Program Naturescaping Bragg St Park, Hackett*

with swales. Both programs relate to improving two urban parks that are managed by Transport Canberra and City Services Directorate.

While we accept the need to have these legal arrangements, the main concern is that volunteer groups must spend valuable time trying to understand the variances across different deeds, particularly if they are receiving or managing grants from different programs. These variances seem to reflect the administrative arrangements based on Directorates and possibly different legal advice within these groups.

The HCA understands that Terms and Conditions will differ between Federal and ACT Government grant programs. However, having different Terms and Conditions for programs funded by the ACT Government is not an efficient use of volunteers' time and resources, and for the staff who develop them – an unnecessary duplication of work.

It is possible that consistent Terms and Conditions have been adopted for these deeds under the recently announced 2022-23 Environmental Grants programs and the 2021-22 Adopt a Park Grants. If this has occurred then this is a positive step forward.

The HCA notes there are 50 ACT Government grant programs listed on <https://www.act.gov.au/grants>. While there may be unique requirements under some of these programs, it would be highly desirable to have consistent terms and conditions across all these programs, particularly those aimed at volunteer groups.

Online grant applications

A comparison has also been made of the online application forms for three grant programs (**Attachment B**) set up under the SmartyGrants portal. Overall the process for each program is relatively straight forward. However, by completing three applications around the same time, it was clear there were some significant differences as highlighted in Attachment B. Due to time constraints a more detailed analysis could not be done. Again, applications for each program should have consistent information requirements to make it easier for volunteers to complete.

The HCA requests that the Committee recommends:



1. a review of Deeds for all ACT Government grant programs targeting volunteers working on environmental matters to ensure consistent Terms and Conditions;
2. that a similar review be extended to all ACT Government grant programs for volunteers in other sectors; and
3. a review of grant applications on the ACT Government SmartyGrants portal to ensure consistent information and requirements.

Chris Mobbs
Chair
Hackett Community Association

[REDACTED]

[REDACTED]

2 May 2022

2020-2021 ACT Nature in the City Grant Program	2019-2020 Adopt-A-Park Community Grants Program	Comments																																																																																																						
 <p>AUSTRALIAN CAPITAL TERRITORY</p> <p>DEED OF GRANT</p>	 <p>ACT Government</p> <p>Transport Canberra and City Services</p>	<p>Differences in the deeds are highlighted in colours</p> <p>Different titles from the cover pages – one includes the Directorate name and ACT Government name.</p>																																																																																																						
<table border="0"> <tr><td>1.</td><td>Interpretation</td><td>2</td><td></td></tr> <tr><td>2.</td><td>Payment and Use of Grant</td><td></td><td>4</td></tr> <tr><td>3.</td><td>Grant Period</td><td>4</td><td></td></tr> <tr><td>4.</td><td>Separate accounting for Grant</td><td></td><td>4</td></tr> <tr><td>5.</td><td>GST</td><td>5</td><td></td></tr> <tr><td>6.</td><td>Records</td><td>5</td><td></td></tr> <tr><td>7.</td><td>Reporting of progress and expenditure</td><td></td><td>6</td></tr> <tr><td>8.</td><td>Acknowledgement of Funding</td><td></td><td>6</td></tr> <tr><td>9.</td><td>Intellectual Property Rights</td><td></td><td>7</td></tr> <tr><td>10.</td><td>Insurance and Indemnity</td><td></td><td>7</td></tr> <tr><td>11.</td><td>Termination of Grant</td><td>7</td><td></td></tr> <tr><td>12.</td><td>Refund of Grant</td><td>8</td><td></td></tr> <tr><td>13.</td><td>Dispute Resolution</td><td>9</td><td></td></tr> <tr><td>14.</td><td>Variation</td><td>9</td><td></td></tr> <tr><td>15.</td><td>General</td><td>10</td><td></td></tr> <tr><td></td><td>SCHEDULE 1</td><td>12</td><td></td></tr> <tr><td></td><td>SCHEDULE 2</td><td>14</td><td></td></tr> <tr><td></td><td>SCHEDULE 3</td><td>16</td><td></td></tr> </table>	1.	Interpretation	2		2.	Payment and Use of Grant		4	3.	Grant Period	4		4.	Separate accounting for Grant		4	5.	GST	5		6.	Records	5		7.	Reporting of progress and expenditure		6	8.	Acknowledgement of Funding		6	9.	Intellectual Property Rights		7	10.	Insurance and Indemnity		7	11.	Termination of Grant	7		12.	Refund of Grant	8		13.	Dispute Resolution	9		14.	Variation	9		15.	General	10			SCHEDULE 1	12			SCHEDULE 2	14			SCHEDULE 3	16		<table border="0"> <tr><td>1.</td><td>→ Interpretation</td></tr> <tr><td>2.</td><td>→ Payment and Use of Grant</td></tr> <tr><td>3.</td><td>→ Grant Period</td></tr> <tr><td>4.</td><td>→ Policy</td></tr> <tr><td>5.</td><td>→ Goods and Services Tax (GST)</td></tr> <tr><td>6.</td><td>→ Intellectual Property Rights</td></tr> <tr><td>7.</td><td>→ Insurance</td></tr> <tr><td>8.</td><td>→ Indemnity/Liability</td></tr> <tr><td>9.</td><td>→ Suspension of Grant</td></tr> <tr><td>10.</td><td>→ Termination</td></tr> <tr><td>11.</td><td>→ Refund of Grant</td></tr> <tr><td>12.</td><td>→ Acknowledgement</td></tr> <tr><td>13.</td><td>→ General</td></tr> <tr><td>14.</td><td>→ Schedule 1</td></tr> <tr><td>15.</td><td>→ Schedule 2</td></tr> </table>	1.	→ Interpretation	2.	→ Payment and Use of Grant	3.	→ Grant Period	4.	→ Policy	5.	→ Goods and Services Tax (GST)	6.	→ Intellectual Property Rights	7.	→ Insurance	8.	→ Indemnity/Liability	9.	→ Suspension of Grant	10.	→ Termination	11.	→ Refund of Grant	12.	→ Acknowledgement	13.	→ General	14.	→ Schedule 1	15.	→ Schedule 2	<p>As shown by the Contents tables there are a few similarities in the order and content of the clauses and Schedules.</p>
1.	Interpretation	2																																																																																																						
2.	Payment and Use of Grant		4																																																																																																					
3.	Grant Period	4																																																																																																						
4.	Separate accounting for Grant		4																																																																																																					
5.	GST	5																																																																																																						
6.	Records	5																																																																																																						
7.	Reporting of progress and expenditure		6																																																																																																					
8.	Acknowledgement of Funding		6																																																																																																					
9.	Intellectual Property Rights		7																																																																																																					
10.	Insurance and Indemnity		7																																																																																																					
11.	Termination of Grant	7																																																																																																						
12.	Refund of Grant	8																																																																																																						
13.	Dispute Resolution	9																																																																																																						
14.	Variation	9																																																																																																						
15.	General	10																																																																																																						
	SCHEDULE 1	12																																																																																																						
	SCHEDULE 2	14																																																																																																						
	SCHEDULE 3	16																																																																																																						
1.	→ Interpretation																																																																																																							
2.	→ Payment and Use of Grant																																																																																																							
3.	→ Grant Period																																																																																																							
4.	→ Policy																																																																																																							
5.	→ Goods and Services Tax (GST)																																																																																																							
6.	→ Intellectual Property Rights																																																																																																							
7.	→ Insurance																																																																																																							
8.	→ Indemnity/Liability																																																																																																							
9.	→ Suspension of Grant																																																																																																							
10.	→ Termination																																																																																																							
11.	→ Refund of Grant																																																																																																							
12.	→ Acknowledgement																																																																																																							
13.	→ General																																																																																																							
14.	→ Schedule 1																																																																																																							
15.	→ Schedule 2																																																																																																							
<p>PARTIES: AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cwlth) (Territory) represented by the Environment Planning and Sustainable Development Directorate (EPSDD) and</p>	<p>THIS DEED is dated 17th February 2020</p> <p>PARTIES: AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (C'wlth) represented by the TRANSPORT CANBERRA AND CITY SERVICES DIRECTORATE ON BEHALF OF PLACE MANAGEMENT (PM) AND</p>																																																																																																							

<p>Hackett Community Association ABN: 74 451 128 502</p>	<p>HACKETT COMMUNITY ASSOCIATION ABN: 74 451 128 502 (Recipient)</p>	
<p>BACKGROUND The Territory has agreed to make and the Recipient has agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Deed.</p>	<p>BACKGROUND:</p> <ul style="list-style-type: none"> A. PM is responsible for the maintenance and management of public open space within the ACT. B. The Adopt-A-Park Community Grants Program’s primary objective is to strengthen the capacity of local communities to care for and maintain local neighbourhood parks and public places in the ACT. C. PM has agreed to provide the Grant to the Recipient under the Adopt-A-Park Community Grant Program. D. PM has agreed to make, and the Recipient agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Deed. 	<p>Adopt a Park deed has more details under Background and refers to the Place Management (PM) whereas Nature in the City refers to “the Territory.”</p>
<p>IT IS AGREED by the parties as follows.</p> <p>1. Interpretation</p> <p>1.1 Definitions The following definitions apply in this Deed, unless the context otherwise requires</p> <p>Contact Officer means, in relation to each party, the representatives whose names and contact details are specified in Item 5 Schedule 1, or as notified in writing from time to time by one party to the other.</p>	<p>IT IS AGREED AS FOLLOWS:</p> <p>1. Interpretation</p> <p>1.1 Definitions The following definitions apply in this Deed, unless the context otherwise requires: Acquittal of Grant Funding Form means the form attached at Schedule 2;</p> <p>Contact Officer means, in relation to each party, the representatives whose names and contact details are specified in Item 6, Schedule 1, or</p>	<p>“Acquittal of Grant Funding” not included in definitions in Nature in the City deed but are set out in Schedule 1.</p>

<p>Funded Activity means the activity described in Schedule 2.</p> <p>Grant means the amount specified in Item 2 Schedule 1 and any interest accruing on that amount after it has been paid to the Recipient.</p> <p>Grant Material means all material created, written or otherwise brought into existence as part of, or for the purpose of carrying out the Funded Activity including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.</p> <p>Grant Period means the period specified in Item 1 Schedule 1, and if extended, the initial period and the extended period.</p> <p>GST has the same meaning as it has in the GST Act.</p> <p>GST Act means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cwlth).</p>	<p>as notified in writing from time to time by one party to the other;</p> <p>Funded Activity means the activity set out in Item 3 of Schedule 1;</p> <p>Grant means the amount specified in Item 2 of Schedule 1</p> <p>Grant Material means 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 (whether in draft or final form), stored by any means;</p> <p>Grant Period means the period specified in Item 1 Schedule 1, and if extended, the initial period and the extended period.</p> <p>GST has the same meaning as it has in the GST Act.</p> <p>GST Act means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cwlth).</p> <p>Insolvency Event (1) in respect of a natural person means: (a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the <i>Bankruptcy Act 1966</i> (C'wlth); or</p>	<p>Adopt a Park deed makes no reference to “interest accruing”.</p> <p>Slight differences in wording about “Grant Material”</p> <p>Adopt a Park deed sets out matters related to “Insolvency Event” but there is no mention of insolvency anywhere in the Nature in the City deed.</p>
--	--	---

<p>Invoice means an invoice that:</p> <p>(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;</p> <p>(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;</p> <p>(3) sets out or is accompanied by any other details or reports required under this Deed; and</p> <p>(4) is rendered at the times specified in Item 2 Schedule 1 (if any) and addressed to the Territory's Contract Officer.</p>	<p>(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</p> <p>(2) in respect of all other entities means:</p> <p>(a) any of the events listed in sub-sections 459C(2)(a) to (f) of the Corporations Act 2001 (C'wlth) occur in respect of the entity; or</p> <p>(b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:</p> <p>(i) insolvency;</p> <p>(ii) winding up; or</p> <p>(iii) appointment of a controller (as that term is defined in the Corporations Act 2001 (C'wlth)) in respect of part or all of the property, of the entity.</p> <p>For the purposes of subparagraph 2(b), subsections 459C(2)(a) to (f) Corporations Act 2001 (C'wlth) are to be read as if applying to all incorporated entities.</p> <p>Invoice means an invoice that:</p> <p>(1) is a valid tax invoice (if GST is payable in respect of any taxable supply made under this Deed);</p> <p>(2) clearly sets out the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity;</p> <p>(3) sets out details of the Funded Activity undertaken or to be undertaken, and sets out or is accompanied by any other details or reports required under this Deed; and</p>	<p>Minor differences in the text concerning "Invoice".</p> <p>Nature in the City refers to "Contract" officer – should be contact officer?</p>
--	---	---

<p>Special Condition means any provision set out in Schedule 3.</p> <p>Territory means: (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988 (Cwlth)</i>.</p>	<p>(4) is rendered at the times specified in Item 2 Schedule 1 (if any) and addressed to the Contact Officer;</p> <p>In-kind contributions means the in-kind contributions listed on the budget contained in Attachment B – Co-planning Documents;</p> <p>Program means the Adopt-A-Park Community Grant Program</p> <p>Special Condition means any provision set out in Schedule 1.</p> <p>Territory means: (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988 (Cwlth)</i>.</p>	<p>Nature in the City deed makes no reference to “In-kind contributions” but does refer to “Contributions by volunteers” under “Schedule 3, Special Conditions – Assurance”</p>
<p>1.2 General In this Deed, unless a contrary intention is expressed: (1) references to “Recipient” includes any employees, agents or subcontractors of the Recipient; (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation; (3) words importing a gender include any other gender; words in the singular number include the</p>	<p>1.2 General In this Deed, unless a contrary intention is expressed: (1) references to “Recipient” includes any employees, agents or subcontractors of the Recipient; (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation; (3) words importing a gender include any other gender; words in the singular number include</p>	

<p>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;</p> <p>(4) “include” is not to be construed as a word of limitation;</p> <p>(5) schedules and attachments form part of this Deed, however clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer; and</p> <p>(6) an obligation imposed by this Deed on more than one person binds them jointly and severally.</p>	<p>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;</p> <p>(4) include” is not to be construed as a word of limitation;</p> <p>(5) schedules and attachments form part of this Deed, however clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer; and</p> <p>(6) an obligation imposed by this Deed on more than one person binds them jointly and severally.</p>	
<p>2. Payment and Use of Grant</p> <p>2.1 Payment of Grant</p> <p>The Territory must pay the Recipient the Grant following its receipt of an Invoice and otherwise in accordance with Item 2 Schedule 1.</p>	<p>Payment and Use of Grant</p> <p>2.1 Payment of Grant</p> <p>Subject to the Recipient's acceptance of this Deed and enough funds being available for the Program, PM will pay to the Recipient the Grant following the receipt of an Invoice and otherwise in accordance with Item 2 Schedule 1.</p>	<p>Minor differences in the text concerning “Payment of grant.”</p>

<p>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</p>	<p>2.2 Recipient’s Obligations The Recipient must: (1) contribute in-kind contributions for the purpose of the Funded Activity unless otherwise specified in Item 8, Schedule 1; (2) expend the Grant and in-kind contributions only for the purpose of the Funded Activity; (3) undertake the Funded Activity diligently and otherwise in accordance with this Deed; (4) if the Recipient fails to expend the Grant as required in clause 2.2: (a) hold the unexpended amount of the Grant in trust for PM; and (b) on written request by PM, repay PM the amount of the Grant which was not expended; unless otherwise agreed in writing by the parties; and (5) provide to PM the reports set out in Item 4 Schedule 1.</p>	<p>Obligations under the Nature in the City deed are listed under clause 8.2 – “Other obligations”</p> <p>Note similar sub-clause</p>
	<p>2.3 Reduction of Grant (1) PM may reduce the amount payable under clause 2.1 by an amount equal to any unacquitted funds paid to the Recipient under any agreement between the parties, whether that agreement relates to the Program or otherwise. (2) PM may withhold payment of the Grant until an amount equal to any outstanding debt owed by the Recipient to PM is paid by the Recipient, whether that debt was incurred under a program funding agreement or otherwise.</p>	<p>Nature in the City deed refers to “Reduction of funding under clause 11.2 “Termination or reduction of funding for any reason”</p>

<p>3. Grant Period This Deed is for the Grant Period unless extended or terminated under the provisions of this Deed.</p>	<p>3. Grant Period This Deed is for the Grant Period unless terminated under the provisions of this Deed.</p>	<p>Nature in the City deed includes "extended"</p>
<p>4. Separate accounting for Grant 4.1 Separately account for Grant The Recipient must, within its accounting system, account for the Grant separately from any other funds of the Recipient. 4.2 Bank account If required by the Territory, the Recipient will deposit and hold 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. (2) not cause or allow any funds other than the Grant to be deposited into that account.</p>	<p>4. Policy The Recipient must demonstrate compliance with the policies specified in Item 7 Schedule 1, if any, if requested to do so in writing by PM.</p>	<p>There is <u>no reference</u> to Policy or Policies in the Nature in the City deed</p>
<p>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.</p>	<p>5. Goods and Services Tax (GST) If the Recipient is registered under the GST Act, PM 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 PM that are taxable supplies under the GST Act.</p>	
<p>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</p>	<p>6. Intellectual Property Rights 6.1 Ownership of Grant Material Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient.</p>	<p>Nature in the City deed covers "Intellectual Property Rights" in clause 9 and uses same words at the Adopt a Park deed.</p>

<p>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.</p> <p>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.</p> <p>6.3 Territory’s Auditor-General Any of the Territory’s rights under this clause 6 may be exercised by the Territory’s Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.</p>	<p>6.2 Licence to Territory The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.</p> <p>6.3 Meaning of “use” For the purpose of clause 6, “use” includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.</p>	<p>Nature in the City deed has one clause dealing with “6. Records”, while Adopt a Park deed refers to “records” only once under “Definitions Grant Material”</p> <p>Nature in the City sets out a range of auditing requirements under clause 6.2 but Adopt a Park deed makes no reference of auditing.</p>
--	---	--

<p>7. Reporting of progress and expenditure</p> <p>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.</p> <p>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.</p>	<p>7. Insurance</p> <p>Where the recipient's activities fall under general volunteer activities outlined in the recipients, (or associated groups) Volunteer activity action plan, insurance will be provided by PM.</p> <p>Where the recipient's activities fall outside the recipients, (or associated groups) Volunteer activity action plan, including the engagement of contractors, the recipient must ensure all insurance coverage that a prudent person carrying on the operations of the Recipient would affect. This includes all insurance coverage required to be effected by it by law, including the insurance specified in Item 5 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. The recipient must provide evidence of that insurance if requested by PM.</p>	<p>Nature in the City deed covers Insurance and Indemnity in clause 10 and uses different words than the Adopt a Park deed.</p>
<p>8. Acknowledgement of Funding</p> <p>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.</p> <p>8.2 Other obligations The Recipient must:</p>	<p>8. Indemnity/Liability</p> <p>The Recipient indemnifies PM, 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 PM caused the relevant loss, damage or injury.</p>	<p>Nature in the City deed covers Indemnity in clause 10.2 and same words as in the AAP deed except for the use of Territory whereas AAP deed refers to PM (Place Management)</p> <p>Acknowledgement of funding is covered in clause 12 in the Adopt a Park deed.</p>

<p>(1) in relation to the material referred to in clause 8.1(2), promptly provide to the Territory: (a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and (b) a copy of that material; and (2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.</p>		
<p>9. Intellectual Property Rights 9.1 Ownership of Grant Material Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient. 9.2 Licence to Territory The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material. 9.3 Meaning of “use” For the purpose of clause 9, “use” includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.</p>	<p>9. Suspension of Grant 9.1 Suspected breach Without limiting its rights, PM has reasonable grounds to suspect that if the Recipient is in breach of this Deed, PM may suspend payment of the Grant while it investigates the suspected breach.</p>	<p>Nature in the City deed makes no reference to Suspension of Grant but does refer to Termination of Grant under clause 11</p>
<p>10. Insurance and Indemnity 10.1 Recipient’s insurance The Recipient must effect and maintain for the Grant Period: (1) all insurance coverage required by it by law; (2) public liability insurance with coverage in the amount not less than the amount specified in Item 4(1) Schedule 1 in respect of each claim, including</p>	<p>10. Termination 10.1 Breach PM 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 manner, having regard to any timeframes specified in this Deed:</p>	<p>Nature in the City deed refers to Termination of Grant under clauses 11.1 but uses slightly different words.</p>

<p>voluntary workers insurance cover if volunteers are engaged by the Recipient; and</p> <p>(3) any other insurance specified in Item 4(2) Schedule 1,</p> <p>with an insurer having a Standard and Poor's or Best's Rating A- or better and must produce evidence of that insurance as required by the Territory.</p> <p>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.</p>	<p>(3) is in breach of a provision of this Deed, where that breach:</p> <p>(a) if capable of being remedied, is not remedied within the period specified in a written notice by PM; or</p> <p>(b) is not capable of being remedied.</p>	
<p>11. Termination of Grant 11.1 Breach The Territory may terminate this Deed at any time by written notice to the Recipient, if the Recipient:</p> <p>(1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;</p> <p>(2) fails to:</p> <p>(a) commence the Funded Activity in a timely manner,</p> <p>(b) undertake the Funded Activity diligently, or</p> <p>(c) meet any timeframes specified in this Deed; or</p>	<p>10.2 Termination or reduction of funding for any reason PM may, at any time by written notice to the Recipient, terminate this Deed or reduce funding for the Funded Activity for any reason, and in that event the Recipient must:</p> <p>(1) in the event of termination, comply with the notice and clause 10; or</p> <p>(2) in the event of reduction in funding, continue to undertake the Funded Activity in accordance with the notice.</p>	<p>Nature in the City deed refers to "Termination of Grant" under clauses 11.2 and uses same words as 10.2 in the Adopt a Park deed.</p>

<p>(3) commits any other breach of a provision of this Deed, where that breach: (a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or (b) is not capable of being remedied.</p> <p>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.</p> <p>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.</p>	<p>10.3 No prejudice Nothing in this clause 10 prejudices any other rights or remedies of PM in respect of any breach of this Deed.</p>	
<p>12. Refund of Grant 12.1 Repayment of unacquitted funds At the end of the Grant Period, or earlier termination of this Deed, the Recipient must: (1) unless otherwise required under this Deed, within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and (2) promptly repay any or all of the Grant that remains unacquitted.</p>	<p>11. Refund of Grant 11.1 Repayment of unacquitted funds At the end of the Grant Period, or earlier termination of this Deed under clause 10, the Recipient must: (1) within 30 days provide the PM with a statement of expenditure of the whole of the Grant; and</p>	<p>Slight differences in wording across both deeds.</p>

<p>12.2 Meaning of unacquitted funds For the purposes of clause 12.1, the Grant remains unacquitted if it:</p> <p>(1) is not spent and is not contractually committed to be spent; or (2) has been spent in breach of this Deed.</p>	<p>(2) promptly repay that part of the Grant that has not been acquitted as required in Item 4 of Schedule 1.</p> <p>11.2 Meaning of Unacquitted funds For the purpose of clause 11.1, the Grant is not acquitted if it:</p> <p>(1) has not been spent; (2) has not been contractually committed to be spent; or (3) has been spent in breach of this Deed.</p>	
<p>13. Dispute Resolution 13.1 Negotiation and Mediation of Dispute (1) If a difference or dispute (Dispute) arises in relation to this Deed, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake a mediation process. (2) If a mediation process is undertaken in accordance with clause 13.1(1) the mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will equally share the costs of the engagement of the mediator.</p> <p>13.2 No prejudice Nothing in this clause 13 will prejudice the rights of either party to institute proceedings to enforce the Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.</p>	<p>12. Acknowledgement The Recipient must in relation to the Funded Activity:</p> <p>(1) acknowledge the support of the PM in any public event, media release, social media, website or media coverage; and (2) include an acknowledgement in the form set out in schedule 1 item 8, in all documents, brochures, books, articles, social media, newsletters, websites, other artistic works or literary works or advertising.</p>	<p>Adopt a Park deed does not have a “dispute resolution” clause</p> <p>Acknowledgement is covered in clause 8 in the Nature in the City deed.</p>

<p>14. Variation 14.1 Variation to Funded Activity The Recipient must obtain the Territory's prior written approval for any variation to the Funded Activity, including:</p> <ol style="list-style-type: none"> (1) the Funded Activity or work programs; (2) the Funded Activity's objectives or outcomes; (3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity; and (4) the Grant Period. <p>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.</p>	<p>13. General 13.1 Entire agreement</p> <p>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.</p>	<p>Variation in Nature in the City clause 14.1 differ from Adopt a Park clause 13.2</p>
<p>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.</p> <p>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.</p>	<p>13.2 Variation This Deed may only be varied by the written agreement of the parties prior to the expiration of the Grant Period, including variation to:</p> <ol style="list-style-type: none"> (1) the Funded Activity work programs; (2) the Funded Activity objectives or outcomes; (3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant of the Funded Activity; and (4) the Grant Period. 	<p>Adopt a Park deed makes reference to "no assignment" under clause 13.6 and includes two additional sub-clauses</p>

<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>15.7 Compliance with laws and governing law (1) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.</p>		<p>Adopt a Park deed makes no reference to Severability (clause 15.5 in Nature in the City deed)</p>
---	--	---

<p>(2) This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.</p> <p>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:</p> <p>(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 the other party's acknowledgment of receipt by any means.</p> <p>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.</p> <p>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.</p> <p>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.</p>		

	<p>13.3 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.</p>	<p>Under “13.3 Notices” Adopt a Park deed includes an additional sub-clause in relation to notices i.e. 4.c</p>
	<p>13.4 Conflict of Interest The Recipient: (1) warrants to PM that at the date of entering into this Deed no conflict of interest exists or is likely to arise in the performance of the Funded Activity or its obligations under this Deed; and (2) must, if during the Grant Period, a conflict or risk of conflict arises:</p>	

	<p>(a) notify PM immediately in writing of that conflict or risk; and</p> <p>(b) comply with any requirement of PM to eliminate or otherwise deal with that conflict or risk.</p>	
	<p>13.5 No Employment, Agency or Partnership</p> <p>(1) 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.</p> <p>(2) 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.</p>	
	<p>13.6 Assignment and Novation</p> <p>(1) The Recipient must not assign the whole or any part of this Deed or otherwise deal with its rights and obligations under this Deed without the prior written consent of PM. In giving its consent, PM may impose any conditions it considers appropriate.</p> <p>(2) The Recipient must notify PM before entering into negotiations with any other person regarding any arrangement that might require novation of this Deed.</p> <p>(3) Any consent of PM to novate this Deed must be in writing in the form of a Deed of Novation acceptable to PM.</p>	<p>Adopt a Park deed makes reference to “no assignment” under clause 13.6 and includes two additional sub-clauses</p>

	<p>13.7 No Waiver Failure or omission by PM 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 PM may have in respect of that provision.</p>	
	<p>13.8 Applicable 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.</p>	
	<p>13.9 Special Conditions In the event of inconsistency between any Special Condition and any other provision of this Deed, then, to the extent of any inconsistency, the Special Condition will prevail.</p> <p>13.10 Survival of Clauses Clauses 6, 8 and 11 will survive the expiration or earlier termination of this Deed.</p>	
<p>SCHEDULE 1 GRANT DETAILS Item 1. Grant period <i>See clauses 1.1 and 3</i> For a period of 12 months from the date of signing of the Agreement by Environment Planning and Sustainable Development Directorate.</p>	<p>SCHEDULE 1 GRANT DETAILS Item 1. Grant period From 6 February 2020 until 31 January 2021</p>	<p>Slight differences in wording for the grant period All Items in Schedule 1 of the Nature in the City deed includes references to clauses whereas Adopt a Park deed provides none</p>

<p>Item 2. Grant <i>see clauses 1.1 and 2.1</i> (1) Grant: \$9,100.00 (GST Exclusive) (2) The Grant is payable as a lump sum. An Invoice may be rendered on or after the date of this Deed. (3) Except if otherwise stated in this Deed, the Grant is: (a) payable within 30 days of receipt by the Territory of an Invoice; and (b) inclusive of GST and all other taxes, duties and charges</p> <p>Item 3. Reporting and Acquittal <i>see clause 7.1</i> (1) A completed evaluation and financial report is required within 30 days of the end of the Grant period or earlier termination of this Deed (2) The evaluation and financial report shall include, as a minimum: (a) a summary of all actions taken in relation to the Funded Activity; (b) a summary of progress or achievements made against the activities, milestones and key dates in the Approved Plan; (c) a description of how the Funded Activity was carried out; (d) the results of the Funded Activity against the Funded Activity outcomes; (e) what difficulties in performing the Funded Activity (if any) have been encountered by the Recipient and the action taken to remedy these difficulties; (f) any significant promotional material used or created in the course of the Funded Activity; (g) any statistics collected in the course of the Funded Activity; (h) a financial statement specifying the manner in</p>	<p>Item 2 Grant Grant: AAP/20-33 More Shade and Seating Amount: \$ 4990 (1) The Grant is payable as a lump sum on or after the date of this Deed and within 30 days of receipt of an Invoice; (2) Except if otherwise stated in this Deed, the Grant is exclusive of GST and all other taxes, duties and charges.</p> <p>Item 3 Funded Activity As per mutually agreed Attachment B (Co-Planning Documents). This funding is to assist the Gilruth Park Supporters with community activities over a 12-month period. This includes:</p> <ul style="list-style-type: none"> • Purchasing event specific materials, • Engaging of landscaper for specific work, • Promotion and community engagement. <p>For more detail please refer to Attachment B (Co-Planning document).</p> <p>Item 4 Reporting and Acquittal Not later than 30th April 2021 the Recipient must provide to PM: (1) a completed Acquittal of Grant Funding Form substantially in the form of Schedule 2; (2) a copy of the relevant financial statement certified by a registered accountant that clearly identifies the income and expenditure of the Grant supported by invoices, receipts and bank statements, in accordance with the Matched Funding requirement, if applicable; or (3) a document signed by a registered accountant that clearly identifies the receipt and expenditure of the Grant supported by invoices, receipts and bank statements, in accordance with the Matched Funding requirement, if applicable.</p>	<p>Slight differences in the wording of the Item 1 Grant</p> <p>Item3 in the Adopt a Park deed refers to Funded Activity</p>
---	--	--

<p>which, and the purpose for which the Grant Recipient's contribution and other contributions were expended accompanied by documentary evidence substantiating this financial statement; and (i) certification that the Grant was expended in accordance with this deed.</p> <p>Item 4. Other insurance requirements <i>see clause 10.1</i> (1) Public Liability Insurance: \$20,000,000 (2) Other Insurance: Not used.</p> <p>Item 5. Contact Officers <i>see clauses 1.1 and 15.8</i> For the Territory For the recipient</p> <p>Item 6 Form of acknowledgement <i>see clause 8.1</i> With assistance from the ACT Government under the 2020-2021 ACT Nature in the City Grant Program.</p>	<p>Item 5. Other insurance requirements (1) Public Liability Insurance: \$10 million (2) Other Insurance: Not used</p> <p>Item 6. Contact Officer For PM For the recipient</p> <p>Item 7 Policy Adopt-A-Park Community Grants Program 2019-2020 Guidelines</p> <p>Item 8 Special conditions Recipient must adhere to their project plan and final budget as outlined in the co-planning documents. If changes are required, approval needs to be negotiated with PM, prior to the changes being made. PM must be consulted in-terms of scheduling of activities. Final approval for on-ground works must be sought from PM before the commencement of activities. Recipient must formally acknowledge the assistance of the ACT Government under the 2019/2020 Adopt-A-Park Community Grants Program as per Attachment A.</p>	<p>Amounts for public liability differ between the two deeds</p> <p>Nature in the City makes no mention of Policy whereas Adopt a Park refers to Item 7 Policy - the Grants Program Guidelines.</p>
--	---	--

**SCHEDULE 2
THE FUNDED ACTIVITY**

As per 2020-2021 ACT Environment and Nature in the City Grant Information Pack and mutually agreed Project Plan taking into account variation of dates of current project timelines 12 months from date of signing of deed and Budget.

Note – Details of the plan and budgets for this project have not been included – only the headings

Schedule 2		
2020-21 ACT Nature in the City Grant Proposed Project Plan		
Project Number	ENV202100006	
Project Name	Naturescaping Bragg St Park, Hackett with swales	
PROJECT PLAN		
Key steps/activities	Project milestones	Timeline/Key dates
2020-21 ACT Nature in the City Grant Budget		
Grant Name	Naturescaping Bragg St Park, Hackett with swales	
Grant No	ENV202100006	

**SCHEDULE 2
2021 ACQUITTAL FORM**

This section is to be **kept by the Organisation** and returned to Place Management upon the finalisation of all the necessary acquittal documentation. **Failure to do so will jeopardise future funding**

**Applicant Organisation
Application Number
Grant**

**Funded Activity
ABN**

**Termination date
Acquittal date**

Special conditions

Recipient must adhere to their project plan and final budget as outlined in the co-planning documents. If changes are required, approval needs to be negotiated with PM, prior to the changes being made.

PM must be consulted in-terms of scheduling of activities. Final approval for on-ground works must be sought from PM before the commencement of activities.

Recipient must formally acknowledge the assistance of the ACT Government under the 2019/2020 Adopt-A-Park Community Grants Program as per Attachment A.

Acquittal Requirements:

1. The amount expended by the Organisation, including matched funding if applicable, **MUST** be exclusive of GST.
2. Organisations **MUST** comply with the Acknowledgement Guidelines for the Adopt-A-Park Community Grants.

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

1. - Under Section 2.1.1 of the ACT Environment and Nature in the City Grant Information Pack.

WORK HEALTH AND SAFETY

Work Health and Safety Legislation imposes a duty on employers to protect the health and safety of workers (including volunteers) and people exposed to risks arising from the work being carried out. Through the grant process the successful applicant has the responsibility to have addressed all work health and safety issues arising from their activity.

There is a requirement for a risk assessment to be developed and relevant issues identified, assessed, mitigated to the extent possible and residual risks and associated controls identified, documented and submitted with the application.

2. - Under Section 2.1.2 of the ACT Environment and Nature in the City Grant Information Pack.

ASSURANCE

A requirement under the grant will be that assurance is given that:

Attachment A ACKNOWLEDGEMENT IN PUBLICITY AND PROMOTION

ACT Government funding requires appropriate acknowledgement of support. This support is to be recognised on signs, stationary and electronic means through the **Brand Canberra** initiative that was revealed on 28 November 2013.

Brand Canberra is the culmination of a long process that involved many individuals and organisations in Canberra. We hope you embrace it, because if you do, you'll help create the momentum that will take us forward and that will bring benefits to every Canberran.

Brands are not logos or taglines, Brand represent a whole set of ideas formed by every experience people have with an organisation, a product, a service – a city. The objective of the Brand is to get people to think about Canberra in a positive and powerful way.

To discover more about Brand Canberra on our website www.canberra.com.au and you can access the Brand Canberra technical guidelines and logo suite.

Nature in the City refers to **Work Health and Safety in Schedule 3** but Adopt a Park makes no reference to work, health or safety

Adopt a Park refers to the **Brand Canberra** initiative whereas Nature in the City deed makes no reference to this initiative

<p>Where ACT Government staff time is allowed to be claimed under a grant that ACT NRM is administering the recipient must be able to base this on documented evidence (e.g. time sheets) and in line with the agreed staff time rate.</p> <p>Volunteer labour can be costed at up to \$33.71 and specialist labour can be costed at current average industry rates. Contributions by volunteers and specialist labour must be itemised in the project budget submitted as part of the application (e.g. time sheets).</p> <p>Where there is a large component of staff time allocated, either by contracted staff or volunteer labour, a processes for calculating staff time (e.g. time sheets), will be put in place to enable this information to be recorded and reported on.</p> <p>SIGNED AS A DEED ON 2020</p>		<p>Nature in the City deed includes a costing for volunteer labour but Adopt a Park makes no reference to these costings</p>
---	--	--

SIGNED AS A DEED ON2020

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

Signature of Territory delegate

Signature of witness Print name

Print name

SIGNED for and on behalf of **Hackett Community Association** **ABN 74 451 128 502** in the presence of:

Signature of Recipient or authorised officer*
*delete whichever is not applicable (see note below)

Signature of witness Print name and position

Signature of second authorised officer*
*see note below

Print name Print name and position

Affix common seal if required under constitution

Note:

Date: → Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.

Individual: → Must be signed by the individual Recipient and witnessed.

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

Company: → Must be signed in accordance with section 127 of the Corporations Act 2001 (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.

17

DEED DECLARATION

Application number

EXECUCTED AS A DEED ON..... 2020

APPLICATION NUMBER:

EXECUTED AS A DEED ON.....2020

SIGNED for and on behalf of **Hackett Community Association (Recipient)** **ABN: 74 451 128 502**, in the presence of:

Signature of Recipient or authorised officer*
*delete whichever is not applicable (see note below)

Signature of witness Print name and position

Signature of second authorised officer*
*see note below

Print name Print name and position

Affix common seal if required under constitution

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

Signature of Territory Delegate

Print name

Signature of witness 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.

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, two authorised officers must sign.

Company: → Must be signed in accordance with section 127 of the Corporations Act 2001 (Cwlth), for example, by two directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.

Signing pages have slightly different wording

ATTACHMENT B

ACT Grant programs applications comparison

Screen shots of pages from three community grant programs have been copied to highlight the differences in applications for these programs:

- Adopt a Park 2021-22
- Nature Play Grants Program 2022-23; and
- ACT Heritage Grants Program 2022-23.

All applications were recently completed on-line through the ACT SmartyGrants portal.

These are screen shots of the completed application emailed to the applicant after submission of the form. Details of the applicants have been omitted for privacy reasons.

PAGE 1

Each application has different content on the first page.

Nature Play Grants Program - page 1

Form explanation

Introduction

Dear applicants,

Welcome to the Sport and Recreation on-line grant application service. This site will allow you to apply for the Nature Play Grants Program (NPGP).

Before commencing an application please read the 2022 Nature Play Grants Program (NPGP) Guidelines which are available at: <https://www.sport.act.gov.au/grants/nature-play-grants-program>

Any organisation applying for funding <https://www.sport.act.gov.au/grants/nature-play-grants-program>

1. be incorporated in the ACT and;
2. be a company registered under the *Corporations Act 2001 (Commonwealth)* with its principal place of business in the ACT; **or**
3. be an accredited early childhood education and care centre or out of school hours program.

In addition to the above eligibility, any organisation applying must:

1. be a not for profit organisation;
2. deliver programs within the ACT;
3. have current Public Liability Insurance coverage to a minimum level of \$10,000,000. Applicants (or auspice organisations) without current insurance must provide evidence of a public liability insurance quote;
4. have an Australian Business Number (ABN). Applicants (or auspice organisations) which do not have a current ABN must provide evidence they have applied for one;
5. be registered for the Goods and Services Tax (GST) if applicable (if turnover is greater than \$150,000 per annum);
6. have compliance requirements under *the Associations Incorporation Act 1991* up to date;
7. provide a **minimum of one quote** (preferably two) outlining all costs associated with the proposed project; and
8. **have satisfactorily acquitted all previous grants** provided by Sport and Recreation (except for current year's funding), including financial acquittals for any other ACT Government agency grant.

If you have any questions in relation to this program please contact Sport and Recreation on 6205 0344 or email alesha.brown@act.gov.au

Eligibility Requirements

*** indicates a required field**

Please Note: Unincorporated associations, and other entities with no legal status must have an auspice with legal status, to take legal and financial responsibility for any funding.

Does your organisation need to be auspiced by a legal entity to satisfy the applicant General Eligibility (refer to Guidelines 5.1)? *

- Yes

Adopt a Park - page 1

Eligibility

* indicates a required field

Important Applicant Information:

Welcome to the Adopt-a-Park grant application form. Prior to completing this form, please make sure you have read the **Adopt-a-Park Community Grants Program Guidelines**.

This application form is designed to determine your eligibility for this grant.

Once you have submitted this form you will be contacted regarding your application. If you are deemed successful you will be asked to complete a second application form which requires more information about your proposed project.

Applications close at 5pm (AEST) on Friday 6th May 2022. Incomplete applications and applications received after the closing date will not be considered.

If you have any questions in regards to the eligibility criteria, please contact urban.programs@act.gov.au.

Confirmation of Eligibility

I confirm that the applicant ...

- has read and understands the program guidelines.
- is able to demonstrate alignment between their project and the program objective.
- is incorporated, or is auspiced by an incorporated organisation for the purposes of this application.
- is undertaking activities located in (and/or supplies services to) **TCCS - City Presentation managed land**.
- has the appropriate type and level of insurance for the activities that are the subject of this grant.
- is applying on behalf of a group who are already existing and registered with Urban Parks and Places Volunteering Program.
- is able to lodge acquittal documents at the end of a successfully funded project.

Please select below: *

Yes No

You must confirm that all statements above are true and correct.

Contact Details

* indicates a required field

Privacy Notice

We pledge to respect and uphold your rights to privacy protection under the [Australian Privacy Principles](#) (APPs) as established under the *Privacy Act 1988* and amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*. View our [privacy statement](#).

Applicant Organisation Details

ACT Heritage Grants Program

Applicants: please note

Before completing this application form, you should have read the **ACT HERITAGE GRANTS PROGRAM GUIDELINES FOR APPLICATIONS 2022-2023** guidelines: [Heritage Grants Program - Environment, Planning and Sustainable Development Directorate - Environment \(act.gov.au\)](#)

Incomplete applications and/or applications received after the closing date will not be considered.

This section of the application form is designed to help you, and us, understand if you are eligible for this grant. It's crucial that you complete these questions before any others to ensure you do not waste your time applying for an unsuitable grant.

If you have any questions in regards to these eligibility criteria, please contact the ACT Heritage Grants Officer on [13 22 81](tel:132281) or email heritage@act.gov.au.

Contact Details

*** indicates a required field**

Privacy Notice

We pledge to respect and uphold your rights to privacy protection under the [Australian Privacy Principles \(APPs\)](#) as established under the *Privacy Act 1988* and amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*. To view our privacy statement, go to <https://www.planning.act.gov.au/about-us/privacy/information-privacy-policy>

Applicant Organisation Details

Are you applying as *

Individual Group Organisation Incorporated

Applicant name (individual or organisation) *

Hackett Community Association

If applying on behalf of an Organisation check your spelling and make sure you provide the same name that is listed in official documentation such as with the ABR, ACNC or ATO.

Department / Branch / Faculty

Use this field only if relevant

Applicant Primary Address

29 Bragg St
Hackett ACT 2602 Australia

INSURANCE REQUIREMENTS

Nature Play Grant requires minimum Public Liability insurance of \$10 million, Heritage grant requires not less than \$20 million, whereas Adopt a Park requires “appropriate type and level of insurance” but no mention of the level.

Nature Play Grants - age 1

Introduction

Dear applicants,

Welcome to the Sport and Recreation on-line grant application service. This site will allow you to apply for the Nature Play Grants Program (NPGP).

Before commencing an application please read the 2022 Nature Play Grants Program (NPGP) Guidelines which are available at: <https://www.sport.act.gov.au/grants/nature-play-grants-program>

Any organisation applying for funding under the NPGP must:

1. be incorporated in the ACT under the *Associations Incorporation Act 1991*; **or**
2. be a company registered under the *Corporations Act 2001 (Commonwealth)* with its principal place of business in the ACT; **or**
3. be an accredited early childhood education and care centre or out of school hours program.

In addition to the above eligibility, any organisation applying must:

1. be a not for profit organisation;
2. deliver programs within the ACT;
3. have current Public Liability **Insurance** coverage to a **minimum** level of \$10,000,000. Applicants (or auspice organisations) without current **insurance** must provide evidence of a public liability **insurance** quote;

Page 2

Does your organisation/auspice have Public Liability **Insurance? ***

Yes

No

Public Liability **Insurance** coverage to a minimum level of \$10,000,000.

Heritage grant - page 10

Insurance and Key Personnel

New Question

- I have attached a copy of my Public Liability Insurance Certificate of Currency that covers the project for not less than \$20 million.
- I have attached a copy of my Professional Indemnity Insurance Certificate of Currency for not less than \$10 million
- I will obtain appropriate Public Liability insurance if this application is successful. (Note: this cost should be included in the grant application budget).

Please upload copy of Public Liability Insurance Certificate of Currency and Professional Indemnity Insurance Certificate of Currency (as applicable)

Adopt a Park – page 1

Confirmation of Eligibility

I confirm that the applicant ...

- has read and understands the program guidelines.
- is able to demonstrate alignment between their project and the program objective.
- is incorporated, or is auspiced by an incorporated organisation for the purposes of this application.
- is undertaking activities located in (and/or supplies services to) **TCCS - City Presentation managed land.**
- has the appropriate type and level of **insurance** for the activities that are the subject of this grant.
- is applying on behalf of a group who are already existing and registered with Urban Parks and Places Volunteering Program.
- is able to lodge acquittal documents at the end of a successfully funded project.

DETAILS OF OTHER ACT GOVERNMENT GRANTS

The Nature Play Grants (page 3) is the only program requesting details of any other ACT Government grants received by the organisation. Adopt a Park and Heritage Grants have no requirement to provide such details.

Nature Play Grants - page 3

Please provide details of any ACT Government grants your organisation has received in the last two (2) years.

ACT Nature in the City Grant Program 2020-21 – project for the Bragg Street Park Volunteers Group "Naturescaping Bragg St Park, Hackett with swales." Program managed by the Environment Planning and Sustainable Development Directorate

CAPACITY TO UPLOAD DOCUMENTS

Nature Play have several locations to upload documents:

Nature Play program – page 6

Please attach a letter from the Owner of the Land supporting your application.
No files have been uploaded

Nature Play program – page 7

Provides for uploading of a project plan.

Please attach Project Plan

This includes key dates/timeline, activities of your project and any other specific program details.

Nature Play program – page 9

Project expenditure

Provide an itemised list of the expenditure of the project (in whole dollars - GST Exclusive).

Note:

- A. Please identify how the requested NPGP funding will be expended.
- B. The total project income and the total project expenditure should match.
- C. Please submit a minimum of ONE quote (preferably 2) for EACH ITEM of the application that has a clear and identifiable cost. Failure to submit this information may be cause for this application to be rejected.

Official quotes

No files have been uploaded

No files have been uploaded

No files have been uploaded

Heritage grant has several locations:

Heritage grant - page 8

In kind support promised by individuals, volunteers, community groups and organisations MUST be provided in writing and attached to this Application Form
No files have been uploaded

1. Does your project include work on land that is not owned by you?

- yes
- no

If yes, you must attach written support from the landowner (and land manager if different) to undertake the project.

2. Is this an ACT Government community partnership project?

- Yes
- No

If yes, you must attach a letter of support from the ACT Government Directorate agreeing to partner your project. The ACT Government agency will be expected to match the amount of funding applied for and provide written confirmation.

Adopt a Park page 4

The only page on this form to upload any documents is on page 4 where they ask only for a map to show location. Fortunately other documents such as quotes and plans could be uploaded on this page.

Location Details

Please add as an attachment a diagram using [ACTMAPi](#) of the proposed project location. Please note projects can only be undertaken on City Presentation managed land.

ELIGIBILITY

Each grant program has different eligibility requirements and presented in different formats – tick a box (Heritage) or Yes/No responses (Nature Play).

Heritage grant – page 8

Has 18 criteria which must all be ticked in order for the application to be submitted.

Eligibility checklist

You MUST tick the boxes to confirm the following:

(Please note: your application will not be able to be submitted if this section has not been completed)

*

- You have read the 2022-2023 ACT Heritage Grants Program Guidelines for Applications.
- You do not have an overdue unacquitted grant from the ACT Heritage Grants Program – or you have been granted an extension.
- You have either an Australian Business Number (ABN) or have attached a 'Statement by Supplier' form declaring you are not carrying on a business (available from the Australian Taxation Office).
- The project is not the responsibility of normal government operations/core business.
- Grant funding for salaries and/or administration costs is solely to undertake the grant project and not required to assist with day-to-day operational expenses that are primarily the responsibility of you/your organisation, another government agency or external organisation.
- If relevant, you have attached letters of in kind and/or financial support, and/or permission from owner(s)/property manager(s) of the heritage place or object.
- Grant funding is not to duplicate or repeating an existing service, product or project.
- You hold appropriate public liability insurance and have attached your insurance certificate or you agree to obtain public liability insurance if your application is successful
- Grant funding is not required for the purchase of office equipment such as computer hardware/software, tools, or photographic/video equipment.
- Grant funding is not for reimbursement for work underway or completed.
- Grant funding is not for project launches, e.g. venue/equipment hire, catering, etc or catering for events.
- You have declared any potential conflict in the DECLARATION section below.
- You can complete all aspects of your project including final reports and acquittal of funding within 12 months from signing the Deed of Grant.
- Adequate funding is not available from you/your organisation or a funding source other than the Program.
- You have attached a current curriculum vitae with a maximum one page (or list of projects for contractors) for all key personnel involved in the project including consultants, contractors and sub-contractors, including evidence of appropriate insurances held by these personnel.
- Agree that you have, or will obtain, any heritage and development approvals or permits required to undertake the project.
- Agree that you will deliver your project in accordance with relevant legislations, policies and industry standards.
- If your project is related to Aboriginal heritage, you have sought and attached any evidence of in-principle support by all Representative Aboriginal Organisations prior to submitting your application

At least 18 choices must be selected.

All

Adopt a Park – page 1

Confirmation of Eligibility

I confirm that the applicant ...

- has read and understands the program guidelines.
- is able to demonstrate alignment between their project and the program objective.
- is incorporated, or is auspiced by an incorporated organisation for the purposes of this application.
- is undertaking activities located in (and/or supplies services to) **TCCS - City Presentation managed land.**
- has the appropriate type and level of insurance for the activities that are the subject of this grant.
- is applying on behalf of a group who are already existing and registered with Urban Parks and Places Volunteering Program.
- is able to lodge acquittal documents at the end of a successfully funded project.

Nature Play – pages 1 and 2

Any organisation applying for funding under the NPGP must:

1. be incorporated in the ACT under the *Associations Incorporation Act 1991*; **or**
2. be a company registered under the *Corporations Act 2001 (Commonwealth)* with its principal place of business in the ACT; **or**
3. be an accredited early childhood education and care centre or out of school hours program.

In addition to the above **eligibility**, any organisation applying must:

1. be a not for profit organisation;
2. deliver programs within the ACT;
3. have current Public Liability Insurance coverage to a minimum level of \$10,000,000. Applicants (or auspice organisations) without current insurance must provide evidence of a public liability insurance quote;
4. have an Australian Business Number (ABN). Applicants (or auspice organisations) which do not have a current ABN must provide evidence they have applied for one;
5. be registered for the Goods and Services Tax (GST) if applicable (if turnover is greater than \$150,000 per annum);
6. have compliance requirements under *the Associations Incorporation Act 1991* up to date;
7. provide a **minimum of one quote** (preferably two) outlining all costs associated with the proposed project; and
8. **have satisfactorily acquitted all previous grants** provided by Sport and Recreation (except for current year's funding), including financial acquittals for any other ACT Government agency grant.

Eligibility Requirements

* indicates a required field

Please Note: Unincorporated associations, and other entities with no legal status must have an auspice with legal status, to take legal and financial responsibility for any funding.

Does your organisation need to be auspiced by a legal entity to satisfy the applicant General Eligibility (refer to Guidelines 5.1)? *

Yes

Please Note:

If your organisation/auspice does not comply with the following **eligibility requirements, your application will not be assessed for funding.**

Is your organisation/auspice a not-for-profit entity? *

Yes
 No

Does your organisation/auspice operate in the ACT? *

Yes
 No

Is the proposed project being delivered in the ACT? *

Yes
 No

Is your organisation/auspice incorporated in the ACT under either the Associations Incorporation Act 1991 or the Corporations Act 2001 (Commonwealth)? *

Yes
 No

Is your organisation/auspice up to date with compliance requirements under the Associations Incorporation Act 1991, or the Corporations Act 2001 (Commonwealth)? *

Yes
 No

All applicants must have compliance requirements under the relevant Act up to date.

Does your organisation/auspice have Public Liability Insurance? *

Yes
 No

Public Liability Insurance coverage to a minimum level of \$10,000,000.

Does your organisation/auspice have an ABN? *

Yes
 No

CERTIFICATION

Heritage Grant – page 12

Certification and Feedback

*** indicates a required field**

Certification

This section must be completed by an appropriately authorised person on behalf of the applicant organisation (may be different to the contact person listed earlier in this application form).

I/we, the person(s) making this application, do hereby apply for financial assistance under the ACT Heritage Grants Program for the purpose(s) described in this application and certify that all details supplied in this application form are correct and that all grant monies received will be used entirely for the purpose(s) for which it is approved.

I certify that to the best of my knowledge the statements made within this application are true and correct, and I understand that if the applicant organisation is approved for this grant, we will be required to accept the terms and conditions of the grant as outlined in the letter of approval.

I agree *

Name of authorised person *

Position *

Contact phone number *

Contact Email *

Date *

Adopt a Park – page 6

Certification

*** indicates a required field**

Certification

This section must be completed by an appropriately authorised person on behalf of the applicant organisation (may be different to the contact person listed earlier in this application form).

I certify that to the best of my knowledge the statements made within this application are true and correct, and I understand that if the applicant organisation is approved for this grant, we will be required to accept the terms and conditions of the grant as outlined in the letter of approval.

I agree *

Name of authorised person *

Position *

Contact phone number *

Contact Email *

Certification

I (below name) certify that:

- To the best of my knowledge the statements made within this application and the information provided is true and correct.
- I understand that Sport and Recreation is collecting information in this application and any other information I provide as part of my application to access whether my organisation is eligible for a grant under the Nature Play Grants Program (NPGP).
- I accept that Sport and Recreation may provide some or all of this information to other ACT Government agencies administering grant programs.
- I understand that information relating but not limited to this application may be used when assessing the eligibility of future grants for which my organisation might apply. If my organisation receives a grant, the performance and acquittal of the grant may also be taken into consideration by the ACT Government when assessing future grant applications that are submitted by your organisation.
- I understand and accept that should the application be successful, I will be required to accept the terms and conditions of the grant as outlined in the Grants Program Guidelines and Deed of Grant.
- By submitting this application, I acknowledge that each individual referred to in the application is aware that the information relating to the organisation may be disclosed and used. I give consent for the Chief Minister, Treasury and Economic Development Directorate (CMTEDD) to use and publish photographic images and audio-visual recordings (the Material) of the project in this application for informational and promotional purposes. These include:
 1.
 1. CMTEDD promotional material and reports;
 2. External and educational publications;
 3. The Sport and Recreation website; and
 4. Social media.

Certification *

Name *

Position with the organisation *

Day-time phone number / mobile number

*

Email *

Date *

PRIVACY NOTICE

Heritage Grant – page 8

Privacy Notice

We pledge to respect and uphold your rights to **privacy** protection under the [Australian Privacy Principles](#) (APPs) as established under the *Privacy Act 1988* and amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*. To view our **privacy** statement, go to <https://www.planning.act.gov.au/about-us/privacy/information-privacy-policy>

Adopt a Park – page 1

Privacy Notice

We pledge to respect and uphold your rights to **privacy** protection under the [Australian Privacy Principles](#) (APPs) as established under the *Privacy Act 1988* and amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*. View our **privacy** statement.

Nature Play - page 11

Privacy Notice

In compliance with the *Information Privacy Act 2014 (the Act)*, personal information on this form may be stored in CMTEDD's records database and may also be used for statistical research, information provision and evaluation of services. Your personal information may be disclosed to other agencies and third parties for purposes related to this application and/or monitoring compliance with the Act. Additional requirements outside of the provisions referenced above, personal or commercial information will only be disclosed to third parties with your consent unless otherwise required or authorised by law.

You are now coming to the end of your application process. Please **REVIEW** your application to ensure you have included all the information required and then click **SUBMIT**. Once submitted, it will not be able to be retrieved to edit.