|  |
| --- |
| Community Heritage Grants **2013** Grant Deed (Acceptance of Grant)  The conditions of Grant set out under the ‘Conditions of Grant’ relate to accountability and Grant acquittal, and may include Special Conditions relating to your project. Special Conditions are specified in a letter from the CHG Coordinator dated 9 September 2013 and in clause 17 below.  Please note that before the Grant can be released, you must sign and return a copy of this *Grant Deed.*  The Community Heritage Grants are funded by public money, and Grant recipients are accountable to the National Library of Australia for the proper use of the monies provided. Failure to comply with the conditions in the *Grant Deed* may result in future requests for funding being declined.  Please complete and sign the two enclosed copies of the *Grant Deed* for your 2013 Community Heritage Grant, then:  return one original to:  CHG Coordinator  Community Heritage Grants,  National Library of Australia  Canberra ACT 2600  keep the other original for your own records. |

**CONDITIONS OF GRANT**

In the following conditions the term ‘Recipient’ refers, where appropriate, to both the ‘Project Manager’ (the person assigned with responsibility for the Project) and the ‘Administering Organisation’ (the organisation administering the Grant funds). The ‘Project’ refers to that activity or scheme described in this *Deed* and any Special Conditions for which the CHG has been provided.

**1. Acceptance of Grant**

In accepting the grant the Recipient is obligated to undertake the funded activity as described in Clause 17. Grant monies will not be released until the National Library of Australia receives a signed copy of this *Grant Deed.*

**2. Purpose**

The Grant must be used only for the purpose for which it is given and will be expended in accordance with the Grant Purpose and any Special Conditions applied and outlined in Clause 17 below, unless otherwise agreed by the Community Heritage Grants (CHG) Coordinator.

**3. Accountability**

All CHG recipients are accountable to the National Library of Australia for the expenditure of the money provided, and in accepting the Grant agree to abide by these conditions.

**4. Alterations to the project and personnel**

The recipient must adhere to the details of the Project. The National Library of Australia must approve any significant alteration to the Project plan purpose **before** it is implemented. The National Library of Australia must also be notified promptly of any changes of key personnel.

**5. Duration of the Grant**

The Grant awarded is for the period Tuesday 29 October 2013 to Monday 3 November 2014.

**6. Grant funds**

(a) The National Library of Australia will pay the Recipient the amount indicated in clause 17 below and as indicated in the letter of offer dated 9 September 2013

(b) The Recipient must only use the Grant funds for the purpose of carrying out the Project in accordance with the terms and conditions of this Deed.

(c) The Recipient must ensure that any equipment purchased with the Grant funds will not be offered as security against any loan or other consideration, sold or otherwise disposed of for a period of 5 years from the date of purchase without the written agreement of the National Library of Australia. For the purposes of this clause, equipment means any item of tangible property purchased, leased, created or otherwise brought into existence either wholly or in part with use of the Grants funds, which has a value under $5,000.

(d) Funds not expended by the end of the period referred to in clause 5 (above) must be returned to the National Library of Australia if prior approval for an extension of the Grant period has not been given by the Coordinator.

**7. Reports and acquittal**

1. The National Library of Australia must receive a *Progress Report* by Monday 28 April 2014 and a *Final Project Report* on Project achievements and expenditure no later than 5pm Monday 3 November 2014. The *Final Project Report* must include a copy of any Significance Assessment or Preservation Needs Assessment Reports commissioned and/or any training materials produced. Early delivery of *Final Project Reports* is welcomed. All reports must be submitted by electronic form through CHG’s online grants management system, SmartyGrants. Applicants can access the forms logging in at <http://nla.smartygrants.com.au/applicant/login> and then clicking the **'My Submissions'** link at the top of page.

(b) The National Library of Australia reserves the right to request further information if, in its opinion, these reports are inadequate.

(c) Grant recipients must include in their *Final Project Report* a statement of receipts and expenditure with respect to all Grant funds. The statement must be certified by the Recipient and acquitted by the Recipient’s Responsible Accounting Officer. This statement must include a definitive statement as to whether the financial accounts are true and fair, and a statement of balance of the Project account. If there are remaining funds the Project Manager may seek CHG Coordinator approval to use the balance to further the preservation of the collection.

(d) Evidence of expenditure of Grant funds such as copies of invoices and receipts must also be supplied to the National Library of Australia.

(e) Any reports provided by the Recipient may be used, disclosed, adapted and reproduced by the National Library of Australia as it sees fit.

**8. Access**

The Recipient warrants that, where applicable:

(a) the materials to be preserved are part of the collection of the organisation applying for a Grant, and that these are legally owned or held by that organisation.

(b) the materials are, or will be made, accessible to the public.

(c) in addition to physical access, bibliographic access will be ensured where appropriate, not only to users of the organisation, but as widely as possible to other Australian libraries and organisations.

**9. Acknowledgment of the funding organisations**

(a) The Recipient agrees that any publicly available report on, or publications arising from the CHG Project, will include the following clear acknowledgment:

*The Community Heritage Grants program is funded by the Australian Government through the National Library of Australia; the Office for the Arts, Department of Regional Australia, Local Government, Arts and Sport; the National Archives of Australia; the National Film and Sound Archive and the National Museum of Australia.*

(b) The Recipient must also endeavour to acknowledge the National Library of Australia and its partners’ contribution to the Project in other ways, wherever possible.

**10. Responsibility of the National Library of Australia and partners**

The Recipient acknowledges and understands that the National Library of Australia and its partners’ contribution to the Project does not imply endorsement or approval of publicity about the Grant, the work performed or materials produced as a result of the Grant.

**11. Termination of Grant**

(a) The National Library of Australia may terminate immediately a Grant if the conditions of the Grant are not observed.

(b) If a Grant is terminated, the National Library of Australia will give written notice and any unexpended balance must be returned to the National Library of Australia within 30 days or by a date that may be specified.

**12. National Library of Australia visits and publicity**

1. The Recipient agrees to provide National Library of Australia staff or representative with reasonable access to the premises and personnel where the CHG Project is being carried out.

(b) The Recipient also agrees to allow the National Library of Australia and its partners to relate details of the Project in any of its publicity—including reports, publications and media releases—as it sees fit.

**13. Standards**

The Recipient agrees to adopt and must comply with any relevant standards as identified in the *Community Heritage Grants 2013 Guidelines* (section 3.1), when completing the Project.

**14. Property**

The Recipient acknowledges and agrees that all applications, subsidiary material and reports received by the National Library of Australia will remain the property of the Library and will not be returned.

**15. Personal information**

The Grant Application by the Applicant contains information which is personal and will be used for activities associated with the administration of the Grant. If the Applicant considers that the National Library of Australia’s use of this information has been inappropriate then, under the *Commonwealth Privacy Act 1988*, the Privacy Commissioner has the power to investigate.

**16. Applicable Law**

The law governing the *Grant Deed* is the law of the Australian Capital Territory.

**17. Grant amount, Purpose of Grant and Special Conditions of Grant**

If the Recipient has indicated that the Administering Organisation is registered to pay GST, the grant is GST inclusive.

**Grant amount:**

**Purpose of Grant:**

**Special Conditions:**

The *Grant Deed* (“**agreement**”) is made by the Recipient

|  |
| --- |
|  |

(the Administering Organisation).

The terms of the agreement consist of:

* the funded activity as described Clause 17 above and in the letter of offer dated 9 September 2013
* these Conditions of Grant;
* any Special Conditions that were notified by the CHG Coordinator in her letter dated 9 September 2013 and detailed in clause 17 above.

In the event of any inconsistency between the letter of offer and original application project proposal, the letter of offer will prevail to the extent of any inconsistency. Where any inconsistency exists between any Special Conditions and the Conditions of Grant, the Special Conditions prevail to the extent of any inconsistency.

Please provide the following information:

Name of Administering Organisation

|  |
| --- |
|  |

Street address of Administering Organisation

|  |
| --- |
|  |
|  |
|  |

Corporate registration details (ABN)

|  |
| --- |
|  |

Name of Project Manager

|  |
| --- |
|  |

Address of Project Manager

|  |
| --- |
|  |

Phone number of Project Manager

|  |
| --- |
|  |

**Executed as a Deed**

SIGNED AND DELIVERED BY:

|  |  |  |
| --- | --- | --- |
|  |  |  |

Name of Project Manager (please print) Signature

in the presence of:

|  |  |  |
| --- | --- | --- |
|  |  |  |

Name of Witness (please print) Signature

|  |  |  |
| --- | --- | --- |
|  |  |  |

Name of Director of Administering Organisation if Signature

different from Project Manager (please print)

Dated this ………………………. day of ………………………. 2013.