

CHG2019/XXX
ORGANISATION

Community Heritage Grants 2019

Grant Deed (Acceptance of Grant)

The conditions of the 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 Clause 17 below.

Please note that before the Grant can be released to you, you must sign this *Grant Deed*, scan and submit the completed Deed through the online grants management system *SmartyGrants*.

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 funds provided to them. Failure to comply with the conditions in the *Grant Deed* may result in future requests for funding being declined, and/or recovery of Grant funds paid to you.

Please complete, sign and date a copy of this *Grant Deed*, scan the entire Deed, then:

- log on to [SmartyGrants](#), and click on the **My Submissions** link at the top of the page. Open and complete the **2019 Grant Acceptance Form**, attaching a scanned, signed copy of the *Deed* to the form.

CONDITIONS OF GRANT

In the following conditions:

'CHG' refers to Community Heritage Grant

'CHG Coordinator' refers to the National Library of Australia Coordinator of the CHG Grants

'CHG Coordinator letter' refers to the Coordinator letter attached to the email

'Recipient' refers, where appropriate, to either or both the 'Project Manager' (the person assigned with responsibility for the Project) and the 'Administering Organisation' (the organisation administering the Grant funds)

'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 funds will not be released to the Recipient until the Recipient provides a signed copy of this *Grant Deed* to the National Library of Australia through the online grants management system *SmartyGrants*.

2. Purpose

The Recipient must use the Grant for the purpose for which it is granted and must expend the Grant funds in accordance with the Grant Purpose and any Special Conditions applied and outlined in Clause 17 below, unless otherwise agreed by the CHG Coordinator in writing.

3. Accountability

All CHG Recipients are accountable to the National Library of Australia for the expenditure of the funds provided, and in accepting the Grant agree to abide by the Conditions of Grant.

4. Alterations to the Project and personnel

The Recipient must adhere to the details of the Project outlined in Clause 17, or must seek approval from the National Library of Australia for any significant alteration to the Project plan purpose **before** it is implemented. The Recipient must also notify the National Library of Australia promptly of any changes of key personnel.

5. Duration of the Grant

The Grant awarded is for the period Tuesday 29 October 2019 to Monday 2 November 2020.

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 29 August 2019.
- (b) The Recipient must only use the Grant funds for the purpose of carrying out the Project in accordance with the terms and conditions outlined in these Conditions of Grant.
- (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 prior written agreement of the National Library of Australia. For the purposes of this Clause 6, '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 at or under \$5,000.
- (d) Grant funds not expended by the Recipient by the end of the period referred to in Clause 5 (above) must be returned to the National Library of Australia, unless prior written approval for an extension of the Grant period has been given by the CHG Coordinator.

7. Reports and acquittal

- (a) The Recipient must provide the National Library of Australia with a *Progress Report* by no later than 5pm (AEST) Monday 28 April 2020 and a *Final Project Report* on Project achievements and expenditure no later than 5pm (AEST) Monday 2 November 2020. The *Final Project Report* must include a copy of any Significance Assessment or Preservation Needs Assessment Reports

Community Heritage Grants 2019 – Grant Deed

commissioned and/or any training materials produced. Early delivery of *Final Project Reports* is welcomed.

- (b) The Recipient 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.
- (c) Evidence of expenditure of Grant funds such as copies of invoices and receipts must also be supplied to the National Library of Australia as part of the *Final Project Report*.
- (d) Any reports provided by the Recipient may be used, disclosed, adapted and reproduced by the National Library of Australia as it sees fit.
- (e) The Recipient must submit all reports electronically through CHG's online grants management system, SmartyGrants. Applicants can access the report forms by logging in at <https://nla.smartygrants.com.au/applicant/login> and then clicking the 'My Submissions' link at the top of page.
- (f) The National Library of Australia reserves the right to request further information from the Recipient if, in its opinion, the reports submitted by the Recipient do not contain all of the information required.

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 Department of Communications and the Arts; 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 equivalent 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 a Grant immediately if the conditions of the Grant are not observed by the Recipient.
- (b) If a Grant is terminated, the National Library of Australia will give written notice to the Recipient and the Recipient must return any unexpended balance as at the time of receipt of the notice to the National Library of Australia within 30 days or by a date that may be specified.
- (c) In certain circumstances, the National Library of Australia may seek to recover Grant funds expended by the Recipient where those funds were not expended in accordance with these Conditions of Grant.

Community Heritage Grants 2019 – Grant Deed

12. National Library of Australia visits and publicity

- (a) The Recipient agrees to provide National Library of Australia staff or representative(s) 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 2019 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 in relation to the Grant will remain the property of the Library and will not be returned.

15. Personal information

To the extent that the Grant Application contains personal information, that personal information will be used by the National Library of Australia, its partners, and the Department of Communications and the Arts, for activities directly associated with the administration of the Grant. If the Applicant considers that the use of the personal information has not been in accordance with the *Privacy Act 1988* (C'th), the Recipient may apply to the Office of the Australian Information Commissioner 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:

- (a) is registered to pay GST, the Grant amount is GST inclusive.
- (b) is not registered for GST, the Grant amount has been increased by 10% to cover potential GST charges which may be incurred, on the understanding that the organisation cannot claim tax input credits, and is GST exclusive.

Grant amount:

Purpose of Grant:

Special conditions:

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

ORGANISATION

(the Administering Organisation).

The terms of the agreement consist of:

- the funded activity as described in Clause 17 above and in the Coordinator letter dated 29 August 2019;
- these Conditions of Grant;
- including any Special Conditions that were notified in Clause 17 above.

In the event of any inconsistency between the Director-General's letter of offer to the Recipient and the original application project proposal, the Director-General's 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.

Community Heritage Grants 2019 – Grant Deed

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 authorised Project Manager (please print)

Signature

in the presence of:

Name of Witness (please print)

Signature

Name of Director of the Administering Organisation if different from Project Manager (please print)

Signature

Dated this day of 2019.

SAMPLE