

SAMPLE GRANT DEED

Community Heritage Grants 2022

Grant Deed (Acceptance of Grant)

The Conditions of the 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 **2022 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 Grants Program
- 'CHG Program Team' refers to the National Library of Australia Program Team, managing the CHG Program
- '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)
- 'CHG Partners' refers to Australian Government entities who are, in conjunction with the National Library of Australia, involved in the administration of the CHG Program, including:
 - the Department of Infrastructure, Transport, Regional Development and Communications and the Arts (Office for the Arts)
 - the National Archives of Australia
 - the National Film and Sound Archive of Australia
 - the National Museum of Australia.
- 'Project' refers to the activity or scheme described by Clause 17 of this Deed.

1. Acceptance of Grant

In accepting the Grant, the Recipient undertakes to comply with this Grant Deed. 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 purpose of the Grant is to undertake the Project (as described in Clause 17) and in accordance with this Deed.

3. Accountability

The Recipient is 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 requirements of the Project outlined in Clause 17. The Recipient must seek approval from the CHG Program Team in writing if changes to the Project requirements under Clause 17 are proposed, **before** any changes are implemented in practice. 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 Monday 31 October 2022 to Tuesday 31 October 2023.

6. Grant funds

- (a) The National Library of Australia will pay the Recipient the amount provided by Clause 17 below.
- (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 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 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 Program Team.

7. Reports and acquittal

- (a) The Recipient must provide the National Library of Australia with a *Progress Report* by no later than 5pm (AEST) Friday 28 April 2023 and a *Final Project Report* no later than 5pm (AEST) Tuesday 31 October 2023. Both the *Progress Report* and *Final Project Report* should set out the Project achievements and expenditure.
- (b) The Recipient must include in their *Final Project Report* 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.
- (c) 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 at the end of the duration of the Grant, the Project Manager may seek CHG Program Team approval to use the balance to further the preservation of the collection held by the Recipient.
- (d) 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*.
- (e) Any reports provided by the Recipient may be used, disclosed, adapted and reproduced by the National Library of Australia as it sees fit.
- (f) The Recipient must submit all reports electronically through CHG's online grants management system, *SmartyGrants*. Applicants can access the report forms by logging in and then clicking the 'My Submissions' link at the top of page.
- (g) 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 Recipient, and that these are legally owned or held by the Recipient.
- (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:

This report was supported by the Community Heritage Grants program, The Community Heritage Grants program is funded by the Australian Government through the National Library of Australia; the Department of Infrastructure, Transport, Regional Development and Communications (Office for the Arts); the National Archives of Australia; the National Film and Sound Archive of Australia and the National Museum of Australia.

- (b) The Recipient must also endeavour to acknowledge the National Library of Australia and its CHG 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 CHG 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 Grant funds as at the time of receipt of the notice to the National Library of Australia, within 30 days or the date specified by the notice.
- (c) The National Library of Australia may seek to recover Grant funds expended by the Recipient where those funds were not expended in accordance with the 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 CHG Partners to relate details of the Project in any of its publicity—including reports, publications and media releases—as it sees fit.

13. Standards

In undertaking the Project, the Recipient agrees to adopt and comply with any relevant standards as identified in the *Community Heritage Grants 2022 Guidelines*.

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

The Recipient understands and agrees that where personal information is provided to the National Library of Australia by the Recipient as part of the Grant Application process, that personal information is retained by the National Library of Australia and may be used or disclosed by the National Library of Australia or its CHG Partners for the purpose of administering of the Grant, or purposes related to the administration of the Grant. In its use or disclosure of the Recipient's personal information, the National Library of Australia will comply with the *Privacy Act 1988* and the National Library of Australia Privacy Policy, as published on the National Library of Australia website from time to time.

16. Applicable Law

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

17. Grant amount, Purpose of Grant (Project) and Special Conditions of Grant

The Grant amount is GST exclusive. If the Recipient has indicated that the Administering Organisation:

- (a) is registered to pay GST, then the Administering Organisation is required to add 10% as GST in its invoice for the Grant funds.
- (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: \$ [Funding Amount]

Community Heritage Grants 2022 – Grant Deed - Sample

Purpose of Grant (Project): [Project Title]

Special conditions: [Expert Assessment Panel feedback]

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

[Name of organisation]

(the Administering Organisation).

The terms of the agreement consist of these Conditions of Grant, including:

- the funded activity ('Project') as described in Clause 17 above;
- any Special Conditions under in Clause 17.

In the event of any inconsistency between the Deed and the original application project proposal submitted by the Recipient as part of the application process (see SmartyGrants Application [CHG ID]) the Deed will 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

Email 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 2022.