
**ActewAGL Community Grants Program
GRANT AGREEMENT – Example only**

[insert month and year]

THIS GRANT AGREEMENT is made on **[insert date and year]**

BETWEEN:

ActewAGL Retail ABN 46 221 314 841, a partnership of AGL ACT Retail Investments Pty Ltd (ABN 52 093 631 586) and Icon Retail Investments Limited (ABN 23 074 371 207)
("ActewAGL")

and

[insert name of grant recipient] A.B.N. (if applicable)
("Organisation")

RECITALS

The Organisation has applied to ActewAGL for financial assistance to undertake the Approved Purpose and ActewAGL has agreed to provide a Grant subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this Grant Agreement, including its recitals and any schedules or annexures (if any).

Acquittal occurs when ActewAGL has advised the Organisation that the completed report/s and financial information provided by the Organisation, using the provided form, in accordance with clause 3.7, are satisfactory.

Approved Purpose means the purpose or purposes set out in item 1 of Schedule 1.

Auditor means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants and who is independent from the Organisation.

Auditor General means the Auditor General for the Australian Capital Territory.

Business Day means a day other than a Saturday, Sunday or public holiday in the Australian Capital Territory.

Confidential Information means any information which is disclosed or made available by or on behalf of ActewAGL to the Organisation during or in connection with this Agreement that is expressly stated, or could reasonably be expected, to be confidential, including this Agreement and the existence and terms of this Agreement, but excluding any information in the public domain (other than due to a breach of confidentiality).

Grant means the amount or amounts specified in item 7 of Schedule 1.

Grant Requirements means the tasks, obligations and grant eligibility criteria specified in Schedule 3.

Party means each of ActewAGL or the Organisation as the context requires and **Parties** means both of them.

Project means the initiative or activities to be undertaken with the Grant amount specified in item 2 of Schedule 1.

2. PAYMENT OF GRANT

Subject to the terms and conditions of this Agreement, ActewAGL will pay to the Organisation the Grant amount in accordance with the payment schedule specified in item 8 of Schedule 1.

3 OBLIGATIONS OF ORGANISATION

3.1 Satisfy the Grant Requirements

The Organisation must satisfy the Grant Requirements specified in Schedule 3 at all times for the duration of the Project and agrees to promptly notify ActewAGL in writing if circumstances change and it can no longer satisfy the Grant Requirements.

3.2 Use of Grant Payment

The Organisation will use the Grant amount solely for the Approved Purpose.

3.3 No Changes

The Organisation will not make any changes to the Approved Purpose without the prior written consent of ActewAGL.

3.4 No Endorsement

The Organisation agrees that nothing in this Agreement constitutes an endorsement by ActewAGL of any goods or services provided by the Organisation.

3.5 Acknowledgement of ActewAGL

The Organisation will acknowledge ActewAGL in the manner set out in item 6 of Schedule 1.

3.6 Request for Information

The Organisation is to provide ActewAGL with any documents or information relating to this Agreement or the Project within ten (10) business days of receiving such a request from ActewAGL.

3.7 Accounts and Reporting

- (a) The Organisation is to provide the progress reports, evaluation reports and financial statements specified in Schedule 2.
- (b) The Organisation is to keep proper financial records in accordance with generally accepted accounting principles and practices.

3.8 Special Conditions of Grant

The Organisation agrees to comply with the special conditions (if any) specified in item 4 of Schedule 1.

3.9 General Undertaking of Organisation

The Organisation must:

- (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform ActewAGL in writing, of any occurrence which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) allow ActewAGL to refer to the Organisation and use the Organisation's logo on its website and in any advertising or promotional material at any time;
- (d) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or obligations under this Agreement;
- (e) comply with all State and Commonwealth laws, rules, regulations and by-laws;
- (f) cooperate fully with ActewAGL in the administration of this Agreement; and
- (g) upon reasonable notice, provide ActewAGL or its agents, with access at any reasonable time and from time to time to the Organisation's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by ActewAGL in order to verify compliance by the Organisation with this Agreement.

4. REPAYMENT AND RETENTION OF GRANT

The Organisation must repay to ActewAGL any amounts that ActewAGL has paid which are not used in accordance with this Agreement unless there has been written agreement otherwise between the parties.

5. LIMITATION OF LIABILITY

ActewAGL does not accept any responsibility or liability for the success or otherwise of the Approved Purpose and is not liable for any losses which may be suffered by the Organisation in undertaking the Approved Purpose.

6. INSURANCE

The Organisation must maintain adequate insurance related to the Approved Purpose, for the duration of the Project, and provide ActewAGL with proof of insurance when requested.

7. NOTICES

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
 - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 5 of Schedule 1; or
 - (ii) sent by email to the email address of the Party receiving the notice as set out in item 5 of Schedule 1;
- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of email, on the date the email is sent; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

8. DEFAULT AND TERMINATION

8.1 Event of Default by the Organisation

An Event of Default occurs if:

- (a) the Organisation breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Organisation by ActewAGL;
- (b) the Organisation becomes insolvent or is deemed to be insolvent under the *Corporations Act 2001* (Cth); or
- (c) if ActewAGL has reasonable grounds to believe that the Organisation is unwilling or unable to comply with its obligations under this Agreement.

8.2 Effect of Event of Default

If an Event of Default occurs, ActewAGL may either:

- (a) terminate the Agreement by providing a further ten (10) business days notice in writing to the Organisation of the Event of Default; or
- (b) suspend payment of the Grant amount until the Event of Default is remedied.

8.3 Recommencement of Grant Payment

ActewAGL may, in its absolute discretion, recommence payment of the Grant amount if and when the Organisation has rectified the Event of Default.

8.4 Acquittal

Unless earlier terminated, this Agreement will terminate at the time of Acquittal.

9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Confidential information

- (a) Subject to clause 9.1(b), the Organisation must:
 - (i) keep the Confidential Information confidential and not directly or indirectly disclose or make that Confidential Information available to any other person; and
 - (ii) only use the Confidential Information strictly for the purposes of performing any obligations it may have under this Agreement.
- (b) Subject to clause 9.1(c), the Organisation may disclose Confidential Information:
 - (i) to the extent required by law; and
 - (ii) with the prior written consent of ActewAGL.
- (c) The Organisation must ensure that any recipient of Confidential Information under clause 9.1(b)(ii) complies with this clause 9.1 as if it were the Organisation, and the Organisation will remain fully liable to ActewAGL for any failure on the part of such a recipient to keep the Confidential Information confidential.

9.2 Return or destruction of Confidential Information

- (a) Subject to clause 9.2(b), upon termination or expiry of this Agreement, the Organisation must promptly deliver to ActewAGL or destroy all documents and other material containing Confidential Information in the possession or control of the Organisation and give ActewAGL written confirmation that the Organisation has complied with this clause 9.2(a).

- (b) The Organisation may retain a copy of the Confidential Information for so long as is required by law or reasonable insurance, audit or tax purposes. After this time, the Organisation must return or destroy the copies, and confirm the Organisation's compliance, as required by clause 9.2(a).

9.3 Privacy

The Organisation must comply with the Australian Privacy Principles, as set out in the *Privacy Act 1988* (Cth).

10. GOODS AND SERVICES TAX (GST)

- (a) For the purposes of clause 10:
 - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act;
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations; and
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant amount shall be inclusive of GST.
- (c) The obligation of ActewAGL to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to ActewAGL of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- (d) If the Parties agree that ActewAGL will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the Parties hereby agree that:
 - (i) ActewAGL will issue a RCTI in respect of GST payable on the supply of the Project and the Organisation will not issue tax invoice in respect of that supply;
 - (ii) the Organisation warrants that it is registered for the purposes of GST and the Organisation will notify ActewAGL in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
 - (iii) ActewAGL warrants that it is registered for the purposes of GST and ActewAGL will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term ; and
 - (iv) ActewAGL will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which ActewAGL issues a RCTI under this Agreement.

11. RELATIONSHIP

The Parties agree that nothing in this Agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.

12. WAIVER

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both Parties.
- (b) A waiver by either Party will not prejudice that Party's rights in relation to any further breach of this Agreement by the other Party.
- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one Party to the other Party, will not be construed as a waiver of any rights.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

14. VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing duly executed by both Parties.

15. DISPUTE RESOLUTION

Before resorting to external dispute resolution mechanisms, the Parties shall in good faith attempt to settle by negotiation any dispute in relation to this Agreement, and where practical, each Party shall refer the matter to personnel who have authority to intervene and facilitate some form of resolution.

Executed as an agreement:

Signed for and on behalf of **ActewAGL Retail ABN 46 221 314 841** by its authorised representative

←

Signature of authorised representative

Signature of witness

Name of authorised representative (print)

Name of witness (print)

Date

Executed by **[insert name of company]** in accordance with Section 127 of the *Corporations Act 2001* (Cth)

Signature of director

←

Signature of director/company secretary/sole director and sole company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary/sole director and sole company secretary (print)

Date

SCHEDULE 1

DEFINITION OF PROJECT TO BE FUNDED

1. **Approved Purpose of the Grant**

[Include full description of the Approved Purpose of the Grant.]

2. **Project Definition and/or Anticipated Activities**

[Include full description of the project and/or anticipated activities to be undertaken with the Grant amount, including any specified stages of development/project requirements, contract management or implementation timeframes.]

3. **Agreement Term**

[Note the effect of clause 8.4 whereby, unless earlier terminated, this Agreement will terminate at the time of Acquittal, no later than 31 March 2022. In this context, Acquittal means ActewAGL has advised the Organisation that the reports and financial information provided by the Organisation in accordance with clause 3.6 are satisfactory.]

4. **Special Conditions of the Grant**

[Detail any specific conditions in relation to the unique requirements of this Grant, as appropriate. For example, special conditions that might be applied to a Grant could include issues, such as the maintenance of Quality Standards, management of intellectual property generated by the Grant or requirements for notification of a Serious Incident.]

5. **Notice Addresses**

(a) ActewAGL
40 Bunda Street, Canberra ACT 2601

Email:

(b) Organisation
Registered Mail

Email:

6. **Acknowledgement of ActewAGL**

The Organisation will acknowledge ActewAGL by posting a supplied social media tile at a requested time upon being selected for a grant. Further requests may be made of the Organisation at the discretion of ActewAGL and will be mutually agreed upon.

PAYMENT SCHEDULE

7. Total Amount of Grant

Grant Amount \$.....
GST \$..... (if not included in Grant Amount)

8. Method of Payment

Payment of the Grant amount (inclusive of GST) will be made in full within thirty (30) business days of the date of invoice receipt from the Organisation.

SAMPLE

SCHEDULE 2

REPORTING REQUIREMENTS

1. Reports to be provided as at:
31 March 2022, using the ActewAGL Community Grant Acquittal report form.
2. Evaluation Arrangements:
Completion of the ActewAGL Community Grant Acquittal report form, detailing the project outcomes, organisational learnings and a summary of the impact on the target audience.
3. Provide a Statement of Income and Expenditure related to this Agreement by 31 March 2022 as specified by ActewAGL.

SAMPLE

SCHEDULE 3

GRANT REQUIREMENTS

1. Organisation's Requirements

The Organisation must:

- (a) obtain ActewAGL prior written consent each time the Organisation proposes to use ActewAGL's logo or refer to this Agreement, the Grant Payment or ActewAGL's support or sponsorship;
- (b) take responsibility for and rectify immediately, at their own cost, any misuse or alteration of ActewAGL's logo by the Organisation;
- (c) comply with any conditions ActewAGL may impose on the Organisation's use of ActewAGL's logo or references to this Agreement, the Grant Payment or ActewAGL's support or sponsorship;
- (d) provide ActewAGL with periodic reports highlighting the impact of the Grant Payment on request;
- (e) do nothing that would, or could be reasonably expected to, adversely affect ActewAGL's business, reputation, interests or goodwill; and
- (f) comply with all reasonable and lawful instructions or directions given by ActewAGL.

2. Grant Eligibility Criteria

To be eligible for an ActewAGL Community Grant, your organisation must meet the following criteria:

- (a) Be located in the ACT or surrounding NSW region¹.
- (b) Be an ActewAGL electricity and/or gas customer (business or residential).
- (c) Be a local charity or not-for-profit organisation registered with Australian Charities and Not for Profits Commission (ACNC) and be classified as a small or medium sized organisation (under \$1 million in annual revenue) by the ACNC. Organisations listed as 'large' are ineligible for the ActewAGL Community Grants Program.

¹ ActewAGL's supply region by postcode is: 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2545, 2546, 2548, 2549, 2550, 2551, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2594, 2611, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2720.

- (d) Identify a category area for your organisation and propose a targeted program that funds will support (listed above and on the application form).
- (e) Agree to deliver reports on the use of grant funds and be appropriately accommodating to any reasonable requests made by ActewAGL.
- (f) Disclose any involvement of an employee of the ActewAGL Joint Venture (ActewAGL, Evoenergy or Icon Water), with your organisation as a board or high-level member.
- (g) Not be an organisation in direct competition with ActewAGL.
- (h) Not be sponsored by or involved with our competitors.
- (i) Not be a registered political party, sporting club or team.
- (j) Not be engaged in activities which may be detrimental to public health or safety.
- (k) Have honoured any past agreements.
- (l) Have wide community engagement.
- (m) Not have an adverse reputation in relation to discrimination or other matters deemed significant.
- (n) Organisation must not undertake activities that are inappropriate or contrary to the law.