

# DEED OF GRANT

Date

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Parties

CBR INNOVATION NETWORK LIMITED  
ACN 601 492 826

COMPANY NAME  
ABN XXXX

PROJECT

Prepared by

CBR Innovation Network Limited  
ACN 601 492 826

Version

Day month year

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PARTIES: CBR Innovation Network Limited ACN 601 492 826 of Level 5,  
1 Moore Street Canberra ACT 2601 (CBRIN)

Company Name ABN XXXXXX of Address (Recipient).

## BACKGROUND

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CBRIN 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.

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IT IS AGREED by the parties as follows.

### 1. Interpretation

#### 1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires.

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.

Funded Activity means the activity described in Schedule 2.

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.

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.

Grant Period means the period specified in Item 1 Schedule 1.

GST has the same meaning as it has in the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

Invoice means an invoice that:

- (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;
- (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;
- (3) sets out or is accompanied by any other details or reports required under this Deed; and
- (4) is rendered at the times specified in Item 2 Schedule 1 (if any) and addressed to the CBRIN's Contact Officer.

Special Condition means any provision set out in Schedule 3.

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 Australian Capital Territory (Self-Government) Act 1988 (Cwlth).

## 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 the others; words in the singular number include 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;
- (4) "include" is not to be construed as a word of limitation;

- (5) headings have no effect on the interpretation of the provisions; and
- (6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

## 2. Payment and Use of Grant

### 2.1 Payment of Grant

The Canberra Innovation Network must pay the Recipient the Grant following its receipt of an Invoice and otherwise in accordance with Item 2 Schedule 1.

### 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 unless terminated under the provisions of this Deed.

## 3. Grant Period

This Deed is for the Grant Period unless terminated under the provisions of this Deed.

## 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 under Item 6 Schedule 1 by the Canberra Innovation Network, the Recipient will deposit and hold in a separate bank account the Grant, and must:

- (1) promptly notify the Canberra Innovation Network of:
  - (a) the details of that account, and

- (b) any change to that account; and
- (2) not cause or allow any funds other than the Grant to be deposited into that account.

## 5. GST

If the Recipient is registered under the GST Act, the Canberra Innovation Network 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 CBRIN that are taxable supplies under the GST Act.

## 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 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 Canberra Innovation Network 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.

### 6.2 Access

- (1) To audit the Recipient's compliance with this Deed, the Canberra Innovation Network may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records relating to the Funded Activity kept by the Recipient and the progress of the Funded Activity.

- (2) The Recipient must:
- (a) give the Canberra Innovation Network access to those records and such assistance as may reasonably be necessary to enable the Canberra Innovation Network to conduct an audit under clause 6.2(1), and
  - (b) permit the Canberra Innovation Network, at its own cost, to take copies of any records relating to the Funded Activity.

### 6.3 Territory's Auditor-General

Without limiting the Canberra Innovation Network's rights, any of the Canberra Innovation Network's rights under this clause 6 may also be exercised by the Canberra Innovation Network's auditor, the Territory and the Territory's Auditor-General, her delegate and any relevantly qualified person engaged to perform any functions of the Auditor-General.

## 7. Reporting of progress and expenditure

### 7.1 Progress reports

The Recipient must report to the Canberra Innovation Network 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.

### 7.2 Other notifications

The Recipient must keep the Canberra Innovation Network 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.

## 8. Acknowledgement of Funding

### 8.1 Acknowledgement of support

The Recipient must in relation to the Funded Activity:

- (1) acknowledge the support of the Canberra Innovation Network in any public event, media release or media coverage; and
- (2) include an acknowledgement in the form set out in Item 7 Schedule 1 in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

## 8.2 Other obligations

The Recipient must:

- (1) in relation to the material referred to in clause 8.1(2), promptly provide to the Canberra Innovation Network:
  - (a) if requested by the Canberra Innovation Network, 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 Canberra Innovation Network to participate in any public event, media release or media coverage related to the Funded Activity.

## 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 the Canberra Innovation Network

- (1) The Recipient grants to the Canberra Innovation Network an irrevocable, non-exclusive, royalty-free licence to use Grant Material to the extent it comprises reports, including to supply, reproduce, publish, perform, communicate, broadcast, adapt and copy the reports.
- (2) The Canberra Innovation Network must not disclose the Recipient's confidential information that is contained in any reports referred to in clause 9.2(1).

## 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 of not less than the amount specified in Item 4(1) Schedule 1 in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and
- (3) any other insurance specified in Item 4(2) Schedule 1,



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 CBRIN.

## 10.2 Indemnity

The Recipient indemnifies the Canberra Innovation Network and the Territory and their 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 Canberra Innovation Network or the Territory (as the case may be) caused the relevant loss, damage, injury or death to persons or property.

## 11. Termination of Grant

### 11.1 Breach

The Canberra Innovation Network may terminate this Deed at any time by written notice to the Recipient, if the Recipient:

- (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. The Canberra Innovation Network will have the option with the Recipient of a financial viability check in.
- (2) fails to:
  - (a) commence the Funded Activity in a timely manner,
  - (b) undertake the Funded Activity diligently, or
  - (c) meet any timeframes specified in this Deed; or
- (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 Canberra Innovation Network, or
  - (b) is not capable of being remedied.

## 11.2 Termination or reduction of funding for any reason

The Canberra Innovation Network 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 on terms agreed between the parties in accordance with clause 14.2.

## 11.3 No prejudice

Nothing in this clause 11 prejudices any other rights or remedies of the Canberra Innovation Network in respect of any breach of this Deed.

## 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 Canberra Innovation Network with a statement of expenditure of the whole of the Grant; and
- (2) promptly repay any or all of the Grant that remains unacquitted.

### 12.2 Meaning of unacquitted funds

For the purposes of clause 12.1, the Grant remains unacquitted if it:

- (1) is not spent and is not contractually committed to be spent; or
- (2) has been spent in breach of this Deed.

## 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 mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.

- (2) Nothing in this clause 13 will prejudice the rights of either party to institute proceedings to enforce this Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

## 14. Variation

### 14.1 Variation to Funded Activity

The Recipient must obtain the Canberra Innovation Network's prior written approval for any variation to the Funded Activity, including:

- (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.

### 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.

## 15. General

### 15.1 No assignment by Recipient

The Recipient must not assign the whole or any part of this Deed without the prior written consent of CBRIN. If CBRIN gives its consent, CBRIN may impose any conditions.

### 15.2 Assignment or novation by the Canberra Innovation Network

The Canberra Innovation Network administers the Innovation Connect grant program on behalf of the Territory. If at any time the Canberra Innovation Network ceases to administer that grant program, the Canberra Innovation Network may by giving written notice to the Recipient:

- (1) novate this Deed to the Territory, as in force at the date of the notice; or
- (2) assign its rights, obligations and liabilities under this Deed to the Territory.

The Recipient is deemed to consent to any novation or assignment under this clause by entering into this Deed.

#### 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 Canberra Innovation Network immediately in writing and comply with any requirement of the Canberra Innovation Network to eliminate or otherwise deal with that conflict or risk.

#### 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 Canberra Innovation Network 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 Canberra Innovation Network or the Territory.

#### 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.

#### 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.

#### 15.6 No waiver

Failure or omission by the Canberra Innovation Network 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 CBRIN may have in respect of that provision.

#### 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.

- (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.

#### 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:

- (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 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 (3) occurring.

#### 15.9 Forms and statements

The Canberra Innovation Network may reasonably require any form, record or statement required under this Deed to be in a particular form.

#### 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.

#### 15.11 Survival of clauses

Clauses 6, 7.1, 10.2 and 12 will survive the expiration or earlier termination of this Deed.

# SCHEDULE 1

## GRANT DETAILS

Item 1. Grant Period  
See clauses 1.1 and 3

From the date of this Deed until **DATE**

Item 2. Grant  
See clauses 1.1 and 2.1

(1) Grant: \$ **AMOUNT** GST Exclusive

(2) The Grant is payable by instalments. Invoices may only be rendered in accordance with the following.

Amount	When Invoice may be rendered
Initial 50% of grant	On signing of the Deed of Grant between the Canberra Innovation Network and the Recipient
Final 50% of the grant	On submission of a final report on the outcomes of the funded project.

- (3) Except if otherwise stated in this Deed, the Grant is:
- (a) payable within 30 days of receipt by the Canberra Innovation Network of an Invoice; and
  - (b) inclusive of GST and all other taxes, duties and charges.

Item 3. Reporting and Acquittal  
See clause 7.1

(1) The Canberra Innovation Network will require the Recipient to provide regular updates on the progress of the funded project throughout the Grant Period. An Acquittal report should be submitted via an online system within 30 days of the completion of the project. The Recipients report should identify activities conducted during the Grant Period working towards achieving the goals of the Project. This evidence should be provided and may include but not be limited to: photographs, screen shots and documentation produced, paid invoices, bank statements, for both the grant funds and recipient matching contribution.

(2) The Milestone Acquittal must be accompanied by an Invoice made out to:

*The Canberra Innovation Network  
Attn: Sharyn Smith  
GPO Box 596  
Canberra ACT 2601  
Email: sharyn.smith@cbrin.com.au*

Item 4. Other insurance requirements  
See clause 10.1

(1) Public Liability Insurance: not used

(2) Other Insurance: not used

Item 5. Contact Officers  
See clauses 1.1 and 15.8

For the Canberra Innovation Network:  
Sharyn Smith  
Chief Operating Officer  
Level 5, 1 Moore Street  
Canberra ACT 2601  
Email: sharyn.smith@cbrin.com.au  
Phone: 02-6162 1149

For the Recipient:

NAME  
POSITION  
ADDRESS  
Email:  
Phone:

Item 6. Separate Account  
See clause 4.2

A separate account for the Grant is not required.

Item 7. Form of Acknowledgement  
See clause 8.1

"Supported by Innovation Connect".

## **SCHEDULE 2**

### THE FUNDED ACTIVITY

#### Item 1. Activities

The Recipient will work towards the delivery of the funded project. The Activities will include but are not limited to:

- 
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#### Item 2: Milestone Payments

The Canberra Innovation Network will reimburse the Recipient up to a maximum of 50% of the total project expenditure, but not more than the agreed amount of funding (GST Exclusive) for project related expenditure (as outlined in Schedule 2, Item1).

The Recipient will submit a final report on the outcome of the funded project using an online platform. The report should include an overview of expenditure and the recipient's matched contribution toward the project. Evidence of outcomes and completion of the project should be provided and could include but are not limited to: a written report, photographs, screen shots and documentation produced, paid invoices, bank statements, for both the grant funds and recipient matching contribution.



## **SCHEDULE 3**

### SPECIAL CONDITIONS

See clauses 1.1 and  
15.10

Not used

SIGNED AS A DEED ON .....2018

SIGNED for and on behalf of  
CBR Innovation Network Limited  
ACN 601 492 826 in the presence of:

)  
) .....  
) Signature of director/ authorised officer/  
individual\*

\*DELETE whichever is not applicable (see note below)

.....  
Signature of director/ secretary/ witness\*  
\*DELETE whichever is not applicable (see note below)

.....  
Print name and position

.....  
Print name

.....  
Signature of second authorised officer\*  
\*only use if Incorporated Association (see note below)

.....  
Print name and position

Affix common seal  
if required under  
constitution

SIGNED for and on behalf of  
INSERT COMPANY Pty Ltd ABN 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

.....  
Print name

.....  
Signature of second authorised officer\*  
\*see note below

.....  
Print name and position



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.