

SENATE STANDING COMMITTEE ON LEGAL AND CONSTITUTIONAL AFFAIRS

BUDGET ESTIMATES 2017

Attorney General's Department

Program: 1.1 AGD Operating Expenses - Civil Justice and Legal Services

Question No. BE17-128

Senator Bilyk asked the following question on 02 June 2017:

For each of the Government policy commitments listed below:

- Has funding contracts for these projects been signed between the Commonwealth and the recipients? If yes, can a copy of the agreement please be provided?
- Have recipients received promised federal funding in full?
- Have the projects commenced?
- Have the projects been completed? If no, what is the expected completion date?
- Can an itemised list of additional costs to the commonwealth related to these projects in excess of the dollar figure previously announced by the Government please be provided?

List of Government policy commitments

- 33 CCTV cameras at Hawkesbury shopping centre worth \$254,000.
- 30 CCTV cameras in Leura worth \$120,000.
- CCTV - New Norfolk worth \$48,000.
- CCTV Primrose Sands worth \$20,000.
- CCTV cameras at Kingsway Regional Sports Complex in Madeley worth \$207,000.
- CCTV in Beechboro, Kiara, Lockridge worth \$500,000.
- CCTV - Mills Park in Beckenham worth \$80,000.
- CCTV in Belgrave worth \$84,500.
- CCTV in locations including Dandenong, Hampton Park and Frankston worth \$1,300,000.
- CCTV under Safer Communities projects in Logan worth \$525,000.
- CCTV in Kallangur worth \$30,000.
- CCTV cameras in Grafton worth \$200,000.

The response to the honourable Senator's question is as follows:

In accordance with the *Commonwealth Grants Rules and Guidelines*, the department publishes information about individual grants on the department's website. The information sought by Senator Bilyk about the listed projects, including the grant amount, and project commencement and completion dates is set out in the *Grants Register 1 July 2016 to 30 June 2017* at the following webpage.

<https://www.ag.gov.au/About/Grants/Pages/default.aspx>

Copies of Funding Agreements which match descriptions listed above are at **Attachment A**.

Attachment A





Australian Government
Department of Industry,
Innovation and Science
Attorney-General's
Department

Business

business.gov.au
13 28 46
Delivered by AusIndustry

Commonwealth Grant Agreement

between the Commonwealth represented by

Department of Industry, Innovation and Science

and

LEURA VILLAGE ASSOCIATION INCORPORATED



Contents

Grant Agreement AGSCF55795	3
Parties to this Agreement	3
Background	4
Scope of this Agreement	4
Grant Details AGSCF55795	5
A Purpose of the Grant	5
B Activity	5
C Duration of the Activity	6
D Payment of the Grant	6
E Reporting	7
F Party representatives and address for notices	8
G Supplementary Terms	9
Signatures	11
Commonwealth	11
Grantee	11
Schedule 1 Commonwealth General Grant Conditions	12
Schedule 2 Reporting templates	14

Grant Agreement AGSCF55795

Once completed, this document, together with each set of Grant Details and the Commonwealth General Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	Leura Village Association Incorporated
Legal entity type (e.g. incorporated association, company, not for profit organisation etc)	Other Australian Incorporated Entity
Trading or business name	Leura Village Association Incorporated
Australian Business Number (ABN) or other entity identifiers	80814509794
Australian Company Number (ACN)	
Registered for Goods and Services Tax (GST)?	No
Date from which GST registration was effective?	
Registered office (physical/postal)	PO Box 7089 LEURA NSW 2780
Relevant business place (if different)	Leura Mall Leura NSW 2780
Telephone	02 4784 2353
Email	leuravillage@gmail.com

The Commonwealth

The Commonwealth of Australia represented by the
Department of Industry, Innovation and Science
of 10 Binara Street CANBERRA ACT 2600

GPO Box 9839, CANBERRA ACT 2601

ABN 74 599 608 295

Email: safecommunities@industry.gov.au

Commonwealth Grant Agreement

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details AGSCF55795

A Purpose of the Grant

The purpose of the Grant is to assist The Leura Village Association to purchase and install eighteen CCTV cameras. The CCTV cameras will be installed along the Leura Mall and adjacent lanes and streets of Leura where there is the most pedestrian and vehicle traffic. The aim is to monitor and prevent crime and deter antisocial behaviour around the centre. The objective is to reduce crime levels and provide a safer environment for the residents and visitors to Leura Village.

The Grant is being provided as part of the Safer Communities Fund.

The Safer Communities Fund implements the Government's plan to deliver safer communities, by:

- boosting the efforts of identified local Councils and community organisations to address crime and anti-social behaviour by funding crime prevention initiatives (such as fixed and mobile CCTV and lighting) (rounds 1 and future round) and
- protecting schools, pre-schools and community organisations that are facing security risks associated with racial or religious intolerance (future round).

B Activity

The Activity is made up of your Project and all eligible project activities as specified in these Grant Details.

- Project scope and description

The Leura Village Association will supply and install eighteen CCTV Cameras. The cameras will be installed along the Leura Mall and adjacent lanes and streets of Leura where there is most pedestrian and vehicle traffic.

- Key eligible activities

Supply and installation of:

- * Three solar powered hubs
- * Five mains powered hubs
- * Eight axis P1425-LE Mark 11 IP Bullet CCTV Cameras with IR Illumination
- * Ten axis P3225-LVE IP Dome CCTV Cameras with IR Illumination
- * Eighteen 128MB MicroSDXC Memory cards for distributed direct storage at each camera
- * One portable workstation laptop

In undertaking the Activity, the Grantee must comply with the requirements of the Program Guidelines (as in force from time-to-time).

C Duration of the Activity

The Activity starts on 04/09/2017 and ends on 05/07/2018.

Milestone Schedule

No.	Title and description	Due Date	Payment (GST excl.)
1	Project start date	04/09/2017	\$108,000 (initial payment)
2	Project end date	05/02/2018	\$0
3	Final report / Project evaluation	05/03/2018	\$12,000 (10% of the total Grant)

D Payment of the Grant

The total amount of the Grant is \$120,000.00 (GST inclusive).

The Grant must be spent on Eligible Expenditure defined in section 3.3 of the Program Guidelines subject to satisfactory progress towards milestones and availability of Program funds.

The Grant will be paid over the following financial years subject to sufficient Program funding being available. The Commonwealth is not obliged to make a payment if it would result in the amount paid in a financial year exceeding that financial year's capped amount itemised in this table.

Financial Year	\$ capped amount (GST excl)
2016/17	\$108,000
2017/18	\$12,000
Total	\$120,000

An initial payment covering up to 6 months of eligible expenditure will be paid on execution of this Grant Agreement. Subsequent payments will be paid progressively based on progress reports and eligible expenditure nominated in Item C, and compliance by the Grantee with its obligations under this Grant Agreement.

A final payment of at least 10 per cent of the Grant will be withheld until the end of Project reporting obligations have been met.

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

Commonwealth Grant Agreement

The Commonwealth acknowledge that they are registered for GST and will notify the other Party if they subsequently cease to be registered for GST.

GST means a tax that is payable under GST law as defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

E Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the Reporting Templates (Schedule 2).

Report type	Period start date	Period End date	Due date
End of Project	04/09/2017	05/02/2018	05/03/2018

During the Agreement period, we may ask you for ad-hoc reports on your project. You must provide these reports in the timeframes notified by the Commonwealth.

Commonwealth Grant Agreement

F Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Mr Piercarlo Cuneo
Position	Vice President Leura Village Association
Postal/physical address(es)	PO Box 7089 LEURA NSW 2780
Business hours telephone	02 4784 2353
Mobile	[REDACTED]
E-mail	leuravillage@gmail.com

Commonwealth representative and address

Name of representative	Tracy Galindo-Fleming
Position	Program Manager
Postal/physical address(es)	Department of Industry, Innovation and Science Industry House, Level 8 10 Binara Street, Canberra ACT 2600 GPO Box 9839, Canberra ACT 2601
Business hours telephone	02 6213 6601
Mobile	[REDACTED]
E-mail	safercommunities@industry.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

Commonwealth Grant Agreement

G Supplementary Terms

G1 Other Contributions

Not Applicable

G2 Activity budget

G2.1 The Grantee agrees to use the Grant and undertake the Activity consistent with the following budget

Eligible Expenditure Item	Estimated Costs 2016/17 (GST excl)	Estimated Costs 2017/18 (GST excl)	Estimated Costs 2018/19 (GST excl)	Total \$ (GST excl)
CCTV equipment	\$73,729.91	\$73,729.91	\$0.00	\$73,729.91
Security lighting	\$0.00	\$0.00	\$0.00	\$0.00
Security fencing	\$0.00	\$0.00	\$0.00	\$0.00
Installation cost	\$42,506.53	\$42,506.53	\$0.00	\$42,506.53
Other costs	\$3,763.56	\$0.00	\$0.00	\$3,763.56
Total Project costs	\$120,000.00	\$0.00	\$0.00	\$120,000.00

G3 Record keeping

G3.1 The Grantee agrees to:

- (a) maintain records that identify the receipt and expenditure of the Grant separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported; and

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G4 Audit

Not Applicable

G5 Access

G5.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

G5.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause G5.1.

G5.3 Term G5 does not detract from the statutory powers of the Auditor-General or an Information Officer. (Including their delegates).

Commonwealth Grant Agreement

G6 Equipment and assets

Not Applicable

G7 Relevant qualifications or skills

- G7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have the following relevant skills or qualifications.

G8 Activity specific legislation, policies and industry standards

- G8.1 Without limiting the generality of Item G11 below, the Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- (a) The *Work Health and Safety Act 2011* (Cth), any corresponding regulations made under that Act and any relevant Code of Practice approved for the purpose of that Act ('WHS Laws').

Note: The Grantee must ensure the Activity is undertaken in a safe manner. The Grantee must not, and must ensure its Personnel do not, by act or omission place the Commonwealth in breach of its obligations under the WHS Laws.

G9 Commonwealth Material, facilities and assistance

Not Applicable

G10 Jurisdiction

- G10.1 This Agreement is governed by the law of the Australian Capital Territory.

G11 Grantee trustee of a Trust (if applicable)

- G11.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

- G11.2 The Grantee warrants that:

- (a) It is the sole trustee of the Trust
- (b) It has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust
- (c) It has entered into this Agreement for the proper administration of the Trust;
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

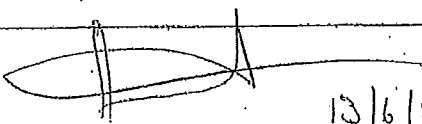

Commonwealth Grant Agreement

Signatures

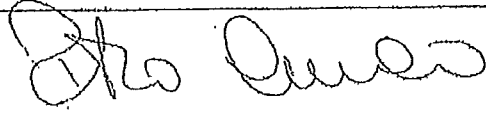
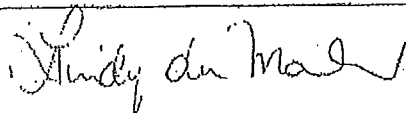
Executed as an agreement:

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Innovation and Science

Name (print)	Tracy Galindo-Fleming
Position (print)	Program Manager
Signature and date	 13/6/2017
Witness Name (print)	Angela Fewtrell
Signature and date	 13/6/17

Grantee

Name of Company	LEURA VILLAGE ASSOCIATION INCORPORATED
Director Name (print)	PIERCARLO CONGO
Signature and date 13/6/17	
Committee Member / Company Secretary Name (print)	LINDY du MOULINS (secretary)
Signature and date 13/6/17	

Schedule 1 Commonwealth General Grant Conditions

1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

3. Notices

3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 The Grantee owns the Intellectual Property Rights in Material created undertaking the Activity.

12.2 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

12.3 The licence in clause 12.2 does not apply to Activity Material.

12.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

17. Dispute resolution

17.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

17.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

18. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- Activity means the activities described in the Grant Details.

- Activity Material means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity.

- Agreement means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.

- Australian Privacy Principle has the same meaning as in the *Privacy Act 1988*.

- Change in the Control means any change in any person(s) who directly exercise effective control over the Grantee.

- Commonwealth means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

- Commonwealth General Grant Conditions means this document.

- Commonwealth Purposes does not include commercialisation or the provision of the Material to a third party for its commercial use.

- Completion Date means the date or event specified in the Grant Details.

- Existing Material means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.

- Grant means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details.

- Grantee means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

- Grant Details means the document titled Grant Details that forms part of this Agreement.

- Intellectual Property Rights means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).

- Material includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.

- Party means the Grantee or the Commonwealth.

- Personal Information has the same meaning as in the *Privacy Act 1988*.

- Reporting Material means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.

Schedule 2 Reporting templates

Appendix 1

Safer Communities Fund – Delivery of the Government's Election Commitments – final project report

Project number	AGSCF55795
Grantee name	LEURA VILLAGE ASSOCIATION INCORPORATED
Project title	Supply and install CCTV surveillance in Leura Village Centre Precinct
Progress period	04/09/2017 - 05/02/2018

1. Project activities and outcomes

a. Provide a brief outline of project activities.

b. Provide a brief outline of project outcomes.

c. Were all the activities as specified in the grant agreement completed?

Yes No

If no, explain why.

2. Project benefits

Provide information to demonstrate the benefits the project has achieved?

3. Updated business indicators

Recent trading performance	Not Applicable	Latest complete financial year <<WW-W>>
Sales revenue (turnover)		\$
Export revenue		\$
R&D expenditure		\$
Taxable Income		\$
Number of employees including working proprietors and salaried directors (headcount)		
Number of independent contractors (headcount)		

4. Certification

Ibeing a person duly authorised by the grantee hereby certify that:

- the information listed above is accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- the grant was spent in accordance with the grant agreement
- I am aware of the grantee's obligations under the grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

SignedDate

<<Position/ title>>



Australian Government
Attorney-General's Department

Commonwealth Grant Agreement
between the Commonwealth represented by
the Commonwealth Attorney-General's
Department
and
Derwent Valley Council

Commonwealth Low-risk Grant Agreement

Contents

Grant Agreement 16/3977	3
Parties to the Agreement	3
Background	3
Scope of this Agreement	3
Grant Details 16/3977	5
A. Purpose of the Grant	5
B. Activity	5
C. Duration of the Activity	6
D. Payment of the Grant	6
E. Reporting	7
F. Party representatives and address for notices	8
G. Supplementary Terms	10
Signatures	13
Commonwealth General Grant Conditions	Schedule 1
Map of High Street Camera Locations	Schedule 2
Map of Tynwald Park Camera Locations	Schedule 3

Grant Agreement 16/3977

Once completed, this document, together with each set of Grant Details, the Commonwealth General Grant Conditions (Schedule 1), Map of High Street Camera Locations (Schedule 2), Map of Tynwald Park Camera Locations (Schedule 3) and the Safer Streets Programme 2015-16 to 2017-18 Guidelines for Funding Round Two forms an Agreement between the Commonwealth and the Grantee.

If required, any variation to this Agreement must be requested in writing and fully detail the reasons for the request and the anticipated impact each variation would have upon the stated project objectives. Any variation must not be implemented until it has been agreed in writing and executed by both parties in accordance with clause 7 of Schedule 1 to this Agreement.

Parties to this Agreement

The Grantee

Full legal name of Grantee	Derwent Valley Council
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Local Government Entity
Australian Business Number (ABN)	75 884 057 266
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	1 July 2000
Registered office (physical/postal)	1 Circle Street NEW NORFOLK TAS 7140 PO Box 595 NEW NORFOLK TAS 7140
Telephone	[REDACTED]
Email	[REDACTED]

The Commonwealth

The Commonwealth of Australia represented by:

Commonwealth Attorney-General's Department
3-5 National Circuit, BARTON ACT 2600
ABN 92 661 124 486

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);

-
- (c) the General Grant Conditions (Schedule 1);
 - (d) Map of High Street Camera Locations (Schedule 2);
 - (e) Map of Tynwald Park Camera Locations (Schedule 3);
 - (e) the Grant Details;
 - (f) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details 16/3977

A. Purpose of the Grant Programme

The purpose of the Safer Streets Programme is to enhance community safety and security, both in real terms by reducing street crime, violence and anti-social behaviour and through increased perception of safety in the community.

The Grant is being provided as part of the Safer Streets Programme.

B. Activity

The Activity to be undertaken by Derwent Valley Council (the Grantee) is the *Safer Streets in New Norfolk* project (the activity).

This activity will install five closed-circuit television (CCTV) cameras in High Street, New Norfolk and three CCTV cameras in Tynwald Park, New Norfolk.

Objectives

Within the period of the funding agreement:

- Deter vandalism and other criminal activity
- Assist police in identifying offences and offenders through the provision of CCTV data
- Increase community perceptions of safety and security.

Deliverables

The Grantee is required to complete the following Deliverables for this Activity. **NOTE: any amendment to the deliverables (including number of items and locations) must be approved by the department prior to commencing works, spending grant funds or entering into contracts with third-party providers.**

No.	Deliverable	Location/Details
1.	Install and commission a CCTV system in New Norfolk	<p>Including:</p> <ul style="list-style-type: none">• Five pan, tilt and zoom CCTV cameras in High Street,• One network video recorder in Council Chambers,• Three Infra-red enabled IP CCTV cameras in Tynwald Park,• One network video recorder in an enclosure in Tynwald Park, and• Combination of wired and wireless links between the cameras and network video recorders. <p>Cameras are to be installed at the locations shown in Schedule 2.</p>

No.	Deliverable	Location/Details
2.	Conduct an evaluation of the project's impact and submit an evaluation report to the Attorney-General's Department	Evaluation data is to include: <ul style="list-style-type: none"> • A comparison of pre and post-installation vandalism and crime data for High Street and Tynwald Park, • Community survey data to show how or if community perceptions of safety have changed as a result of the project, • Feedback from local business owners on any observed benefits resulting from the project, and • Feedback from the police regarding the impact of the project.

C. Duration of the Activity

The Activity starts on the date this agreement is executed by both parties and ends on 31 December 2017, the Completion Date.

Activity Schedule		
No.	Milestone	Due Date
1.	Execution of Funding Agreement	September 2016
2.	Commence installation of CCTV system	October 2016
3.	Publish media release about the CCTV camera installation	December 2016
4.	Complete installation of CCTV system	February 2017
5.	Test and commission CCTV system	April 2017
6.	Progress Report – submitted to the Attorney-General's Department	May 2017
7.	Collect post-installation crime data for comparison with pre-installation data	May – November 2017
8.	Conduct surveys of community members and local business owners	May – November 2017
9.	Obtain feedback from the Tasmania Police about the project's impact	November 2017
10.	Final Report and evaluation report – submitted to the Attorney-General's Department	December 2017

D. Payment of the Grant

The total amount of the Grant is \$47,957 (excl. GST).

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

Account Name: [REDACTED]

BSB: [REDACTED]

Account Number: [REDACTED]

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

	Milestone (Trigger for payment)	Payment Amount (excl. GST)	Anticipated Date
1	Execution of Funding Agreement	\$35,000	October 2016
2	On acceptance of Progress Report	\$7,957	June 2017
	<i>Total funding 2016/17</i>	<i>\$42,957</i>	
3	On acceptance of Final Report	\$5,000	January 2018
	<i>Total funding 2017/18</i>	<i>\$5,000</i>	
	<i>Total funding</i>	<i>\$47,957</i>	

Invoicing

Invoices must be addressed to the Department's Representative (refer Schedule Item F [Party Representatives and Addresses for Notices]) and include the following information:

- a. name of the Department's Representative and the Department's address
- b. the words 'tax invoice' stated prominently
- c. the Grantee's name and ABN
- d. the title of this Agreement and the Agreement reference number
- e. the date of issue of the tax invoice
- f. the total amount payable (including GST, if applicable)
- g. the GST amount shown separately, and
- h. the nominated bank account.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Department in accordance with the following:

Progress Reports

The Grantee must provide the Department with Progress Reports by the times specified in the Activity Schedule.

Each Progress Report must be submitted on the template provided and include, but need not be limited to, the following information for the Reporting period:

- a. the Grantee's name
- b. the full Activity title
- c. the amount of Funding payable under the Agreement
- d. a statement of the Funding and Other Contributions received to date including the amount spent and the amount remaining
- e. the names of all Grantee subcontractors (if applicable)

- f. a description of the progress of the Activity to date, including details of the Milestones achieved during the period to which the Report relates, and reasons why any Milestones have not been met
- g. Information as to whether the timeframes and Deliverables for the Activity are being met and an explanation of any delays that have occurred, including the reasons for those delays and the action the Grantee proposes to take to address the delay and the expected effects (if any) the delay will have on the Activity
- h. a statement as to whether the Activity is proceeding within Budget, and if it is not, an explanation of why the Budget is not being met and the action the Grantee proposes to take to address this, and
- i. copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Activity.

Final Report

The Grantee must provide the Department with a Final Report by the time specified in the Activity Schedule. It must be a stand-alone document using the template provided that can be used for public information dissemination.

The Final Report must include, but need not be limited to, the following information for the entire Activity Period:

- a. a detailed discussion of the operation, mechanisms and processes employed by the Grantee to perform the Activity and achieve the Objectives
- b. a detailed discussion of the delivery, benefits and outcomes of the Activity as a whole and the Activity's results and findings
- c. a detailed discussion as to whether the Objectives of the Activity were achieved, and if not, an explanation of why any Objectives were not met, and
- d. an unaudited Financial Statement for the entire Activity Period. Unaudited Financial Statements are Income and Expense statements prepared for the specific Grant Activity and signed by an authorised officer (i.e. CEO, Treasurer or Chairperson) within the organisation.

Other Reports

Throughout the Activity Period, the Department may require the Grantee to provide ad hoc reports or updates concerning:

- a. any significant developments concerning the Activity;
- b. any significant delays or difficulties encountered in performing the Activity in accordance with the Agreement; and
- c. general progress of the activity throughout the duration of the Agreement.

The Grantee must provide any such ad hoc reports or updates within a reasonable timeframe notified by the Department.

F. Party representatives and address for notices

Grantee's representative and address

Name of representative	[REDACTED]
Position	[REDACTED]
Postal/physical address	1 Circle Street NEW NORFOLK TAS 7140

	PO Box 595 NEW NORFOLK TAS 7140
Business hours telephone	[REDACTED]
Email	[REDACTED]

Commonwealth representative and address

Name of representative	Crime Prevention Section Criminal Law Policy Branch Criminal Justice Policy and Programmes Division
Postal/physical address	3-5 National Circuit BARTON ACT 2600
Business hours telephone	02 6141 2711
Fax	02 6141 2871
Email	crimeprevention@ag.gov.au

The Parties' representatives will have primary responsibility for the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

G. Supplementary Terms

G1. Other Contributions

G1.1 'Other Contributions' means the financial or in-kind contributions other than the Grant set out below:

Contributor	Nature of Contribution	Amount (plus GST)	Timing
Grantee	In-kind	\$2,443	Throughout the project term

G1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 18 of the General Grant Conditions.

G2. Activity budget
Income (excl. GST)

Category	Description	Amount
Grant Awarded	Safer Streets Programme funding	\$47,957
Grantee	Voluntary in-kind contribution	\$2,443
Total		\$50,400

Expenditure (excl. GST)

Category	Description	Amount
Capital	Supply and Install eight CCTV cameras, two network video recorders wired and wireless links	\$47,957
Operational – salaries	Technical officer support to sub-contractors (Grantee in-kind contribution)	\$409
Operational – salaries	Regional Development Officer – consultations and project management (Grantee in-kind contribution)	\$2,034
	Total	\$50,400

The maximum percentage of the Budget (Total Cost) below which Funding may be transferred between expenditure items without the Department's approval is 10%.

G3. Record keeping

G3.1 The Grantee agrees to maintain the following records:

- (a) Identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable, and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported.

G3.2 The Grantee agrees to retain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G4. Audit

Not applicable.

G5. Activity Material

G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub-licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.

G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

G6. Access

G6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

G6.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause G6.1.

G6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G7. Equipment and assets

Not applicable.

G8. Relevant qualifications or skills

Not applicable.

G9. Activity-specific legislation, policies and industry standards

G9.1 The Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- (a) The Grantee must comply with any relevant Commonwealth and State/Territory Government laws and policies in carrying out the Activity.
- (b) The Grantee must comply with all relevant legislation regarding child safety and vulnerable persons, however described. This includes, but is not limited to, police checks for all employees of the Grantee, volunteers, invitees, agents or any other persons engaged or permitted by the Grantee to be involved in any way with a vulnerable person and/or a child for the purpose of this Agreement.

G10. Commonwealth Material, facilities and assistance

Not applicable.

G11. Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.


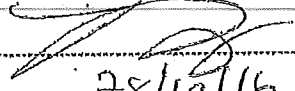
G12. Grantee trustee of a Trust

Not applicable.

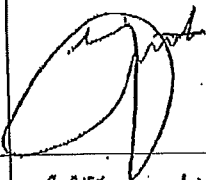
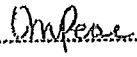
Signatures

Executed as an agreement on: 28/10/16

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Commonwealth Attorney-General's Department.	
Signatory Name: (print)	BROOKE HARTIGAN
Position: (print)	ACTING ASSISTANT SECRETARY
Date:	28/10/16
Witness Name: (print)	LEONIE YOUNG
Signature	
Date:	28/10/16.

Grantee:

Signed for and on behalf of Derwent Valley Council by: (who represents and warrants that he/she has authority to sign on behalf of Derwent Valley Council)	
Signatory Name: (print)	GREG WINTON
Date:	27 SEPTEMBER 2016
Witness Name: (print)	Melinda Pearce
Signature	
Date:	27 September 2016

1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

3. Notices

3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 The Grantee owns the Intellectual Property Rights in Material created undertaking the Activity.

12.2 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

12.3 The licence in clause 12.2 does not apply to Activity Material.

12.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

17. Dispute resolution

17.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

17.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

18. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

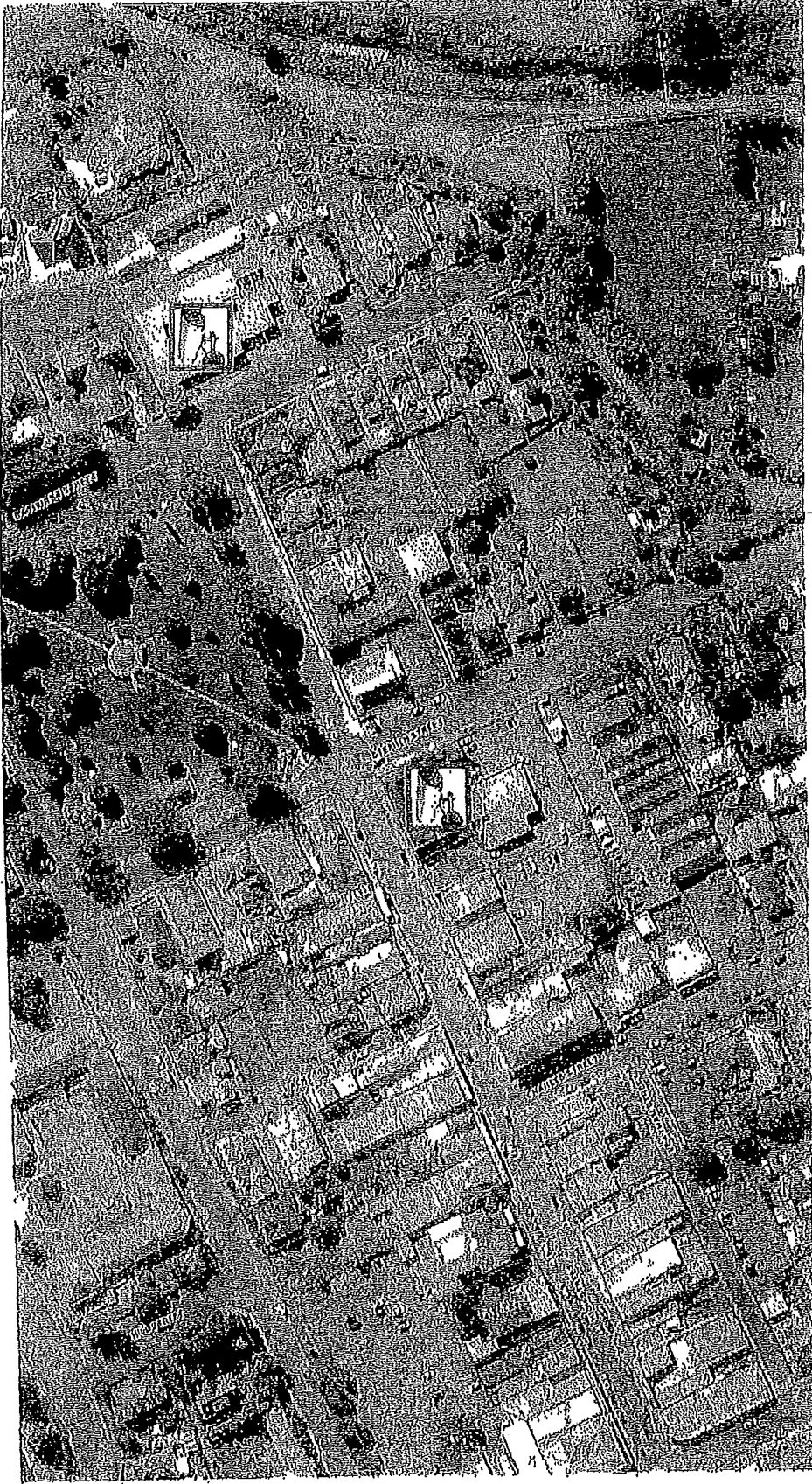
In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.

Map of High Street Camera Locations



Map of High Street Camera Locations



Map of Tynwald Park Camera Locations

Schedule 3





Australian Government
Department of Industry,
Innovation and Science
Attorney-General's
Department

Business

business.gov.au
13 28 46
Delivered by AusIndustry

Your reference no: AGSCF55785

Mr Robert Higgins
General Manager
Sorell Council
PO Box 126
SORELL TAS 7172

Industry House, Level 8
10 Binara Street, Canberra ACT 2600
GPO Box 9839
Canberra ACT 2601
e: safercommunities@industry.gov.au
w: business.gov.au
abn: 74 599 608 295

Dear Mr Robert Higgins

Your application has been successful

As outlined in your application under the Safer Communities Fund – Delivery of the Government's Election Commitments (Round 1) and Program Guidelines, on receipt of this letter you are a party to a Grant Agreement (Agreement). You must contact us immediately if your circumstances have changed and you are no longer able to carry out your project.

The Agreement

This Agreement is a binding agreement between the Sorell Council ABN 12690767695 (Grantee/you) and the Commonwealth of Australia as represented by the Department of Industry, Innovation and Science (Commonwealth/we).

The Agreement includes:

- this letter
- the Grant schedule (attachment A)
- the Grant terms and conditions (attachment B)
- your application
- the Program Guidelines applicable on the date you submitted your application.

We may use information contained in this Agreement for public reporting purposes, including the Grantee name and Grant amount.

What you must do

You must undertake the project in line with this Agreement. You must only spend the Grant on the Project or on eligible activities to undertake the project.

If you spend any amount of the Grant on activities not identified in the project, or if you have a Grant amount unspent at the project end date, you will need to repay those amounts to the Commonwealth.

You must provide a final report, including a statement that you spent the Grant in accordance with this Agreement, by the due date specified in attachment A. You can find a sample report template at attachment C. We will also send you a report template to complete after you finish your Project.

What we will do

We will pay the Grant into the bank account that you nominated in your application form within 28 days of this letter.

We may notify you of issues or concerns with the project and withhold the grant if we consider that you are unable to undertake the project in accordance with this Agreement. We will pay the Grant once you have corrected the issues raised in the notice.

Any questions?

If you have any questions please contact Angela Fewtrell on (02) 6243 7073 or email: SaferCommunities@industry.gov.au.

Yours sincerely



Tracy Galindo-Fleming
Program Manager
AusIndustry Business Services
24 May 2017

For Official Use Only

Attachment A – Grant schedule

Program	Safer Communities Fund
Grantee	Sorell Council
Grantee ABN	12690767695
Project	Installing CCTV in Primrose Sands
Project number	AGSCF55785
Project description	The installation of CCTV equipment in the park and shopping precinct in Primrose Sands.
Project start date	24/05/2017
Project end date	01/12/2017
Total eligible expenditure	\$19,900.00
Grant ratio	Up to 100%
Total/Maximum Grant (GST excl)	\$19,900.00
Paid in financial year 2016/17	\$21,890.00 (GST incl.)
Total/Maximum Grant(GST incl)	\$21,890.00
Final report due date	31/12/2017
Agreement end date	31/03/2018

For Official Use Only

Attachment B Grant Terms and Conditions

1. Notices

The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Project or otherwise required under this Agreement.

A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

2. Variation

Variations of this Agreement may only occur in writing and must be agreed by both Parties.

3. Payment of the Grant

The Grantee must ensure that the Grant is held in an account in the Grantee's name that is controlled by the Grantee.

4. Record keeping

The Grantee agrees to maintain records of how the Grant was used.

5. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

6. Termination for default

The Commonwealth may terminate this Agreement by notice if it reasonably believes the Grantee:

- a. has breached this Agreement
- b. has provided false or misleading statements in their application for the Grant
- c. has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

7. Recipient Created Tax Invoice

The Grantee allows the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Project.

The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

The Parties acknowledge that they are registered for Goods and Services Tax (GST) and will notify the other Party if they cease to be registered for GST.

8. Access

The Grantee agrees to give the Commonwealth, the Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010 (Cth)*, or their authorised representatives, access to premises where the Project is performed. The Grantee also permits those persons to inspect and take copies of any material relevant to the Project.

9. Applicable Laws

The Grantee agrees to comply with all applicable laws.

10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the

Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant.

11. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

12. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

13. Indemnities

13.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

13.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

14. Survival

Clauses 10, 11, 12, 13 and 15 continue to apply after termination, cancellation or expiry of this Agreement

15. Definitions

In this Agreement, unless otherwise stated:

- Agreement means the Letter, these Grant Terms and Conditions, the Grantee's application for funding and the relevant program guidelines.
- Commonwealth means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, its officers, employees, contractors and agents.
- Grant means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant schedule.
- Grantee means the legal entity specified in the Grant schedule and includes, where relevant, its officers, employees, contractors and agents.
- Grant schedule means the section of the Letter titled 'Grant schedule'.
- Grant Terms and Conditions (Attachment A) means these terms and conditions.
- Letter means the letter notifying the Grantee that its application has been successful and funding has been offered, which forms part of this Agreement.
- Material includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- Party means the Grantee or the Commonwealth.
- Program means the program described in the Grant schedule and described in the Grantee's application.

Attachment C

Safer Communities Fund – Delivery of the Government's Election Commitments – final project report

Project number	AGSCF55785
Grantee name	Sorell Council
Project title	Installing CCTV In Primrose Sands
Progress period	24/05/2017 - 01/12/2017

1. Project activities and outcomes

a. Provide a brief outline of project activities.

b. Provide a brief outline of project outcomes.

c. Were all the activities as specified in the Grant Agreement completed?

Yes No

If no, explain why.

2. Project benefits

Provide information to demonstrate the benefits the project has achieved?

3. Updated business indicators

Recent trading performance	Not Applicable	Latest complete financial year [yyyy-yy]
Sales revenue (turnover)		\$
Export revenue		\$
R&D expenditure		\$
Taxable income		\$
Number of employees including working proprietors and salaried directors (headcount)		
Number of independent contractors (headcount)		

4. Certification

Ibeing a person duly authorised by the Grantee hereby certify that:

- the information listed above is accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- the Grant was spent in accordance with the Grant Agreement
- I am aware of the Grantee's obligations under their Grant Agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project
- I am aware that the Grant Agreement empowers the Commonwealth to terminate the Grant Agreement and to request repayment of funds paid to the Grantee where the Grantee is in breach of the Grant Agreement.

SignedDate

[Position/ title]



Australian Government
Attorney-General's Department

Commonwealth Grant Agreement
between the Commonwealth represented by
the Commonwealth Attorney-General's
Department.
and
City of Wanneroo

Commonwealth Low-risk Grant Agreement

Contents

Grant Agreement 16/4087	3
Parties to the Agreement.....	3
Background	3
Scope of this Agreement.....	3
Grant Details 16/4087	5
A. Purpose of the Grant	5
B. Activity.....	5
C. Duration of the Activity	6
D. Payment of the Grant.....	7
E. Reporting.....	8
F. Party representatives and address for notices	9
G. Supplementary Terms	9
Signatures	12
Commonwealth General Grant Conditions	Schedule 1
Security infrastructure location map(s)	Schedule 2

Grant Agreement 16/4087

Once completed, this document, together with each set of Grant Details, the Commonwealth General Grant Conditions (Schedule 1), Map of Infrastructure locations (Schedule 2) and the Safer Streets Programme 2015-16 to 2017-18 Guidelines for Funding Round Two forms an Agreement between the Commonwealth and the Grantee.

If required, any variation to this agreement must be requested in writing and fully detail the reasons for the request and the anticipated impact each variation would have upon the stated project objectives. Any variation must not be implemented until it has been agreed in writing and executed by both parties in accordance with clause 7 of schedule 1 to this agreement.

Parties to this Agreement

The Grantee

Full legal name of Grantee	City of Wanneroo
Legal entity type (e.g. Individual, Incorporated association, company, partnership etc)	Local Government
Australian Business Number (ABN)	64 295 981 165
Registered for Goods and Services Tax (GST)	Yes
Date from which registration was effective	1 July 2000
Registered office (physical/postal)	23 Dundobar Road WANEROO WA 6065 Locked Bag 1 WANEROO WA 6946
Telephone	[REDACTED]
Email	[REDACTED]

The Commonwealth

The Commonwealth of Australia represented by:
Commonwealth Attorney-General's Department
3-5 National Circuit, BARTON ACT 2600
ABN 92 661 124 436s

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);

-
- (c) the General Grant Conditions (Schedule 1);
 - (d) Map of Infrastructure locations (Schedule 2);
 - (e) the Grant Details;
 - (f) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details 16/4087

A. Purpose of the Grant Programme

The purpose of the Safer Streets Programme is to enhance community safety and security, both in real terms by reducing street crime, violence and anti-social behaviour and through increased perception of safety in the community.

The Grant is being provided as part of the Safer Streets Programme.

B. Activity

The Activity to be undertaken by the City of Wanneroo (the Grantee) is the *CCTV Hub – Kingsway Sporting Complex* project (the project).

This project will install a CCTV system at the Kingsway Regional Sporting Complex to help deter anti-social behaviour, vandalism and criminal activity occurring in the area whereby creating a safe family friendly play and social environment.

Objectives

Within the period of the funding agreement:

- Increase and promote community safety and the perception of safety at the Kingsway Regional Sporting Complex
- Reduce criminal activity and anti-social behaviour at the Kingsway Regional Sporting Complex
- Provide 24 hour monitoring of the Kingsway Regional Sporting Complex.

Deliverables

The Grantee is required to complete the following Deliverables for this Activity. **NOTE: any amendment to the deliverables (including number of items and locations) must be approved by the department prior to commencing works, spending grant funds or entering into contracts with third-party providers.**

No.	Deliverable	Location/Details
1.	Install and commission a CCTV system at the Kingsway Regional Sporting Complex	<p>Including:</p> <ul style="list-style-type: none">• Installation of 12 fixed high definition cameras• Camera Poles and wireless backhaul links• Software design and software• Video Management System, including software and NVR• Install fibre optic and underground conduits• Programme and commission system. <p>Cameras are to be installed at the locations shown in Schedule 2.</p>

No.	Deliverable	Location/Details
2.	Connect to the City of Wanneroo's BVMS Operator Station located within the Kingsway Sporting Complex	<ul style="list-style-type: none"> Head end equipment, including data storage, monitoring and communication equipment and camera licences is to be installed at the control room to allow monitoring and storage of camera data. Register CCTV cameras with the State's CCTV Infrastructure System in the event of an incident, WA Police and emergency services will be able to respond more effectively.
3.	Install CCTV signage	Install CCTV signage in the locations monitored by CCTV cameras.
4.	Produce and distribute media release	Distribute Media release to coincide with the commencement of operation of the CCTV system.
5.	Conduct an evaluation of the project's impact and submit an evaluation report to the Attorney-General's Department	<p>Evaluation data is to include:</p> <ul style="list-style-type: none"> A comparison of pre and post-installation crime data for the precinct and park, Community survey data to show how or if community perceptions of safety have changed as a result of the project, Feedback from local business owners on any observed benefits resulting from the project, and Feedback from the local police regarding the impact of the project.

C. Duration of the Activity

The Activity starts on the date this agreement is executed by both parties and ends on 30 June 2018, the Completion Date.

Activity Schedule		
No.	Milestone	Due Date
1.	Execution of Funding Agreement	September 2016
2.	Determine appropriate technical requirements for the CCTV system	October 2016
3.	Conduct tender process for the installation of the CCTV system	November 2016
4.	Engage stakeholder engagement to discuss CCTV system and develop MOU with local Police	November 2016
5.	Appoint certified CCTV provider and sign contract with provider	December 2016 – March 2017
6.	Obtain necessary development application approval (Department of Land)	March 2017
7.	Disseminate media release to coincide with the commencement of install/operation of CCTV system and Publicise CCTV system via City of Wanneroo Social Media	April 2017
8.	Commence installation of CCTV System	April 2017
9.	Progress Report No. 1	May 2017
10.	Continuation of the installation of the CCTV system	May 2017 – November 2018
11.	Progress Report No. 2	November 2017
12.	Complete installation of CCTV system, including testing and commissioning	December 2017 –

		April 2018
13.	Register CCTV cameras with State's Infrastructure System (Blue Iris)	April 2018
14.	Collect post-Installation crime data for comparison with pre-Installation data	May 2018
15.	Obtain feedback from the local police about the project's Impact	May 2018
16.	Final Report and evaluation report – submitted to the Attorney-General's Department	June 2018

D. Payment of the Grant

The total amount of the Grant is \$207,700 (excl. GST).

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

Account Name: [REDACTED]

BSB: [REDACTED]

Account Number: [REDACTED]

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

	Milestone (Trigger for payment)	Payment Amount (excl. GST)	Anticipated Date
1	Execution of Funding Agreement	\$50,000	September 2016
2	On acceptance of Progress Report 1	\$100,000	June 2017
	<i>Total funding 2016/17</i>	<i>\$150,000</i>	
3	On acceptance of Progress Report 2	\$80,000	December 2017
4	On acceptance of Final Report	\$27,700	June 2018
	<i>Total funding 2017/18</i>	<i>\$57,700</i>	
	<i>Total funding</i>	<i>\$207,700</i>	

Invoicing

Invoices must be addressed to the Department's Representative (refer Schedule Item F [Party Representatives and Addresses for Notices]) and include the following information:

- name of the Department's Representative and the Department's address
- the words 'tax invoice' stated prominently
- the Grantee's name and ABN
- the title of this Agreement and the Agreement reference number
- the date of issue of the tax invoice
- the total amount payable (including GST, if applicable)
- the GST amount shown separately, and
- the nominated bank account.

E, Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Department in accordance with the following:

Progress Reports

The Grantee must provide the Department with Progress Reports by the times specified in the Activity Schedule.

Each Progress Report must be submitted on the template provided and include, but need not be limited to, the following information for the Reporting period:

- a. the Grantee's name
- b. the full Activity title
- c. the amount of Funding payable under the Agreement
- d. a statement of the Funding and Other Contributions received to date including the amount spent and the amount remaining
- e. the names of all Grantee subcontractors (if applicable)
- f. a description of the progress of the Activity to date, including details of the Milestones achieved during the period to which the Report relates, and reasons why any Milestones have not been met
- g. information as to whether the timeframes and Deliverables for the Activity are being met and an explanation of any delays that have occurred, including the reasons for those delays and the action the Grantee proposes to take to address the delay and the expected effects (if any) the delay will have on the Activity
- h. a statement as to whether the Activity is proceeding within Budget; and if it is not, an explanation of why the Budget is not being met and the action the Grantee proposes to take to address this, and
- i. copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Activity.

Final Report

The Grantee must provide the Department with a Final Report by the time specified in the Activity Schedule. It must be a stand-alone document using the template provided that can be used for public information dissemination.

The Final Report must include, but need not be limited to, the following information for the entire Activity Period:

- a. a detailed discussion of the operation, mechanisms and processes employed by the Grantee to perform the Activity and achieve the Objectives
- b. a detailed discussion of the delivery, benefits and outcomes of the Activity as a whole and the Activity's results and findings
- c. a detailed discussion as to whether the Objectives of the Activity were achieved, and if not, an explanation of why any Objectives were not met, and
- d. an unaudited Financial Statement for the entire Activity Period. Unaudited Financial Statements are Income and Expense statements prepared for the specific Grant Activity and signed by an authorised officer (i.e. CEO, Treasurer or Chairperson) within the organisation.

Other Reports

Throughout the Activity Period, the Department may require the Grantee to provide ad hoc reports or updates concerning:

- a. any significant developments concerning the Activity;
- b. any significant delays or difficulties encountered in performing the Activity in accordance with the Agreement; and/or
- c. general progress of the Activity throughout the duration of the Agreement.

The Grantee must provide any such ad hoc reports or updates within a reasonable timeframe notified by the Department.

F. Party representatives and address for notices

Grantee's representative and address

Name of representative	[REDACTED]
Position	Senior Emergency Management & Community Safety Officer
Postal/physical address	23 Dundobar Road WANNEROO WA 6065 Locked Bag 1 WANNEROO WA 6946
Business hours telephone	[REDACTED]
Mobile	[REDACTED]
Email	[REDACTED]

Commonwealth representative and address

Name of representative	Crime Prevention Section Criminal Law Policy Branch Criminal Justice Policy and Programmes Division
Postal/physical address	3-5 National Circuit BARTON ACT 2600
Business hours telephone	02 6141 2711
Fax	02 6141 2871
Email	crimeprevention@ag.gov.au

The Parties' representatives will have primary responsibility for the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

G. Supplementary Terms

G1. Other Contributions

G1.1 'Other Contributions' means the financial or in-kind contributions other than the Grant set out below:

Contributor	Nature of Contribution	Amount (excl. GST)	Timing
City of Wanneroo	In-kind	\$33,103	Throughout the project term

G1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 18 of the General Grant Conditions.

G2. Activity budget

Income (excl. GST)

Category	Description	Amount
Grant Awarded	Safer Streets Programme funding	\$207,700
Grantee	In-kind	\$33,103
Total		\$240,803

Expenditure (excl. GST)

Category	Description	Amount
Capital	Supply and Install 12 high definition cameras, software, recording, cabling and wireless connection	\$198,300
Capital	Upgrade of Video Management software package including connection to the existing Kingsway Sporting Complex IP based system	\$9,400
Operational – salaries	Project Manager (in-kind)	\$17,911
Operational – salaries	Community Safety Officer (in-kind)	\$15,192
	Total	\$240,803

The maximum percentage of the Budget (Total Cost) below which Funding may be transferred between expenditure items without the Department's approval is 10%.

G3. Record keeping

G3.1 The Grantee agrees to maintain the following records:

- (a) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable, and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported.

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G4. Audit

Not applicable.

G5. Activity Material

G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub-licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.

G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

G6. Access

G6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

G6.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause G6.1.

G6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G7. Equipment and assets

Not applicable.

G8. Relevant qualifications or skills

Not applicable.

G9. Activity-specific legislation, policies and industry standards

G9.1 The Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- (a) The Grantee must comply with any relevant Commonwealth and State/Territory Government laws and policies in carrying out the Activity.
- (b) The Grantee must comply with all relevant legislation regarding child safety and vulnerable persons, however described. This includes, but is not limited to, police checks for all employees of the Grantee, volunteers, invitees, agents or any other persons engaged or permitted by the Grantee to be involved in any way with a vulnerable person and/or a child for the purpose of this Agreement.

G10. Commonwealth Material, facilities and assistance

Not applicable.

G11. Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

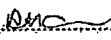
G12. Grantee trustee of a Trust

Not applicable.

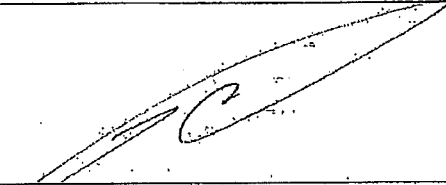
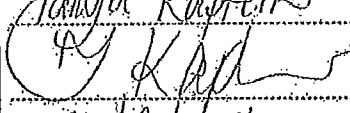
Signatures

Executed as an agreement on: 30/9/16

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Commonwealth Attorney-General's Department.	Kelly Williams
Signatory Name: (print)	Kelly Williams
Position: (print)	Assistant Secretary
Date:	30/9/16
Witness Name: (print)	ADNA HARMER
Signature	
Date:	30/9/2016

Grantee:

Signed for and on behalf of City of Wanneroo by: Daniel Simms, Chief Executive Officer (who represents and warrants that he has authority to sign on behalf of City of Wanneroo)	
Signatory Name: (print)	Daniel Simms
Date:	23 September 2016
Witness Name: (print)	Tanya Kaptain
Signature	
Date:	23/9/2016

Commonwealth General Grant Conditions

Schedule 1

1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

3. Notices

3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 The Grantee owns the Intellectual Property Rights in Material created undertaking the Activity.

12.2 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

12.3 The licence in clause 12.2 does not apply to Activity Material.

12.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

Commonwealth General Grant Conditions

Schedule 1

17. Dispute resolution

17.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

17.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

18. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

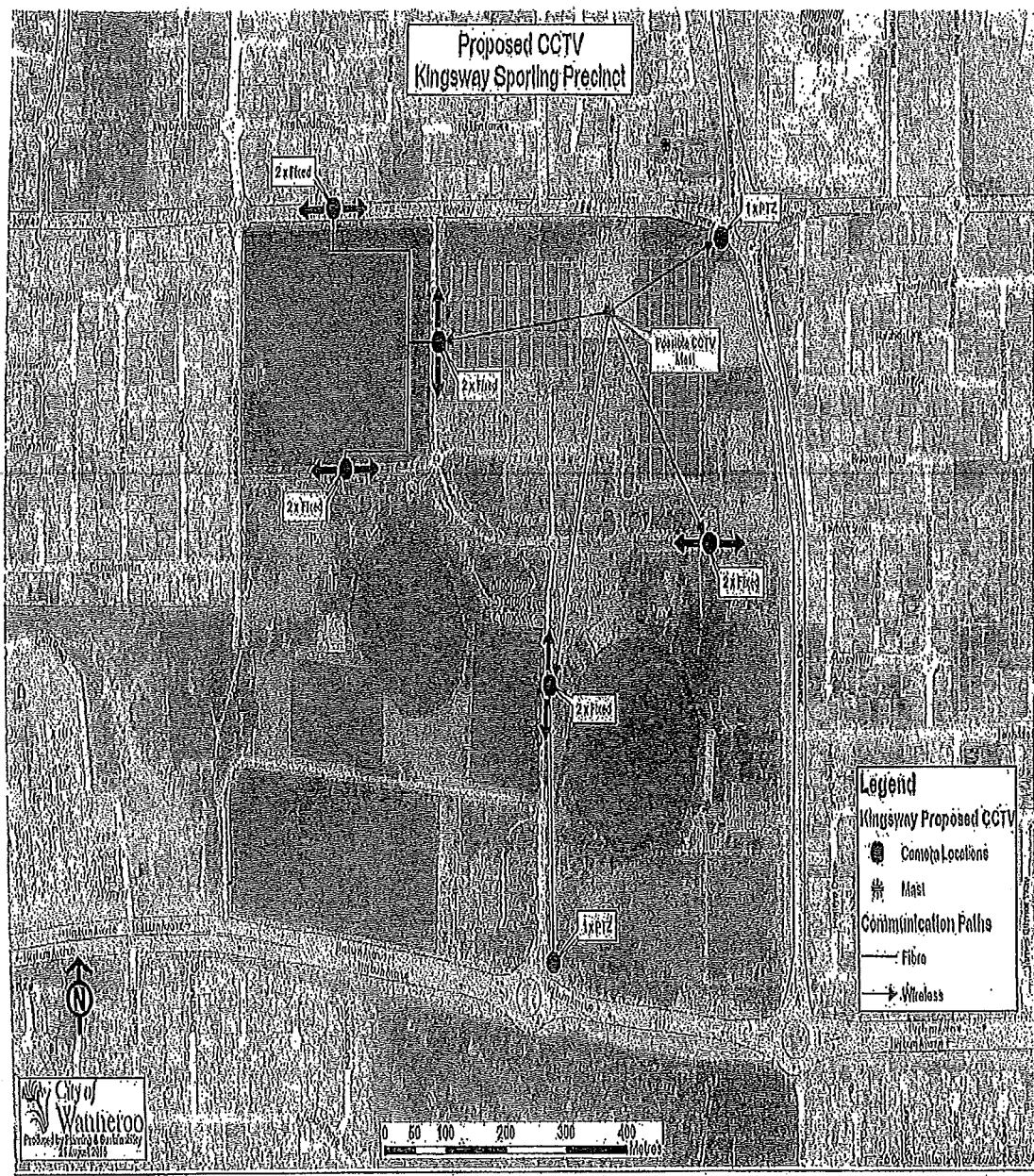
20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.





Australian Government
Attorney-General's Department

Commonwealth Grant Agreement
between the Commonwealth represented by
the Commonwealth Attorney-General's
Department
and
the City of Gosnells

Contents

Grant Agreement 16/3380	3
Parties to the Agreement.....	3
Background	3
Scope of this Agreement.....	3
Grant Details 16/3380	5
A. Purpose of the Grant	5
B. Activity.....	5
C. Duration of the Activity	6
D. Payment of the Grant.....	6
E. Reporting.....	7
F. Party representatives and address for notices	8
G. Supplementary Terms	9
Signatures	12
Commonwealth General Grant Conditions.....	Schedule 1
Security Infrastructure location map(s)	Schedule 2

Grant Agreement 16/3380

Once completed, this document, together with each set of Grant Details, the Commonwealth General Grant Conditions (Schedule 1), Map of Infrastructure location (Schedule 2) and the Safer Streets Programme 2015-16 to 2017-18 Guidelines for Funding Round Two forms an Agreement between the Commonwealth and the Grantee.

If required, any variation to this agreement must be requested in writing and fully detail the reasons for the request and the anticipated impact each variation would have upon the stated project objectives. Any variation must not be implemented until it has been agreed in writing and executed by both parties in accordance with clause 7 of schedule 1 to this agreement.

Parties to this Agreement

The Grantee

Full legal name of Grantee	City of Gosnells
Legal entity type (e.g. Individual, incorporated association, company, partnership etc)	Local Government Entity
Trading or business name	City of Gosnells
Australian Business Number (ABN)	18374412891
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	1 July 2000
Registered office (physical/postal)	PO Box 662 GOSNELLS WESTERN AUSTRALIA 6990
Telephone	08 9391 6021
Email	[REDACTED]

The Commonwealth

The Commonwealth of Australia represented by:

Commonwealth Attorney-General's Department
3-5 National Circuit, BARTON ACT 2600
ABN 92 661 124 436

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) Images and Map of Infrastructure locations (Schedule 2);

- (e) the Grant Details;
- (f) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details 16/3380

A. Purpose of the Grant Programme

The purpose of the Safer Streets Programme is to enhance community safety and security, both in real terms by reducing street crime, violence and anti-social behaviour and through increased perception of safety in the community.

The Grant is being provided as part of the Safer Streets Programme.

B. Activity

The Activity to be undertaken by City of Gosnells (the Grantee) is the *City of Gosnells – CCTV Cameras* project (the Activity).

This Activity will commission and install 23 fixed CCTV cameras to cover the car parks, playgrounds, Skate Park, BBQ and recreational areas of Mills Park located at Brixton Street in Beckenham, Western Australia.

The cameras are to be installed at the locations shown in Schedule 2.

Objectives

Within the period of the funding agreement:

1. Reduce criminal activity and anti-social behaviour in Mills Park and reduce the impact of such activity on the community's sense of safety and security.
2. Encourage community use of Mills Park via increasing passive surveillance.
3. Minimise the opportunities for crime against property and persons in Mills Park.

Deliverables

The Grantee is required to complete the following Deliverables for this Activity. **NOTE:** any amendment to the deliverables (including number of items and locations) **must** be approved by the department prior to commencing works, spending grant funds or entering into contracts with third-party providers.

No.	Deliverable	Location/Details
1.	Install 23 fixed cameras in Mills Park at locations specified on Map of Infrastructure Location (Schedule 2).	Including: <ul style="list-style-type: none">• 9 fixed lens dome cameras installed at C1, C2, C3, C4, C5, C17, C18, C19, and C20 as marked on Map of Infrastructure Location (Schedule 2)• 14 fixed bullet cameras installed at C6, C7, C8, C9, C10, C11, C12, C13, C14, C15, C16, C21, C22, and C23 C20 as marked on Map of Infrastructure Location (Schedule 2)
2.	Conduct activities to acknowledge the CCTV installation and foster community ownership of the project	<ul style="list-style-type: none">• Announcement of installation in quarterly community newsletter (October 2016) and in local newspapers following installation.• CCTV warning signage erected to deter offenders

No.	Deliverable	Location/Details
3.	Conduct an evaluation of the project's impact and submit an evaluation report to the Attorney-General's Department	Evaluation data is to include: <ul style="list-style-type: none"> • A comparison of pre and post-installation crime data for the precinct and park, • Feedback from local residents and park users on any observed benefits resulting from the project, and • Feedback from the police regarding the impact of the project.

C. Duration of the Activity

The Activity starts on the date of this agreement is executed and ends on 30 November 2017, the Completion Date.

Activity Schedule		
No.	Milestone	Due Date
1.	Execution of Funding Agreement	September 2016
2.	Issue tender requesting quotes from installer	September 2016
3.	Assess received quotations and select supplier	October 2016
4.	Enter into contract with selected supplier.	October 2016
5.	Progress Report 1 submitted to the Attorney-General's Department	December 2016
6.	Commence installation of CCTV system	February 2017
7.	Complete installation of CCTV system	May 2017
8.	Test and commission CCTV system	May 2017
9.	Progress Report 2 submitted to the Attorney-General's Department	June 2017
10.	Confirm entry into contract for maintenance of the CCTV system	August 2017
11.	Erect CCTV warning signage.	August 2017
12.	Collect post-installation crime data for comparison with pre-installation data, consider	August 2017
13.	Consider views community members and local business owners	August 2017
14.	Obtain feedback from the Western Australian Police about the project's impact	August 2017
15.	Conduct an evaluation of the project's impact	September 2017
16.	Final Report and evaluation report - submitted to the Attorney-General's Department	October 2017

D. Payment of the Grant

The total amount of the Grant is \$80,835(excl. GST).

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

Account Name: [REDACTED]

BSB: [REDACTED]

Account Number: [REDACTED]

Bank Name: [REDACTED]

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

	Milestone (Trigger for payment)	Payment Amount (excl. GST)	Anticipated Date
1	Execution of Funding Agreement	\$10,835	October 2016
2	On acceptance of Progress Report 1	\$40,000	January 2017
	<i>Total funding 2016/17</i>	<i>\$50,835</i>	
3	On acceptance of Progress Report 2	\$20,000	July 2017
4	On acceptance of Final Report	\$10,000	November 2017
	<i>Total funding 2017/18</i>	<i>\$30,000</i>	
	<i>Total funding</i>	<i>\$80,835</i>	

Invoicing

Invoices must be addressed to the Department's Representative (refer Schedule Item F [Party Representatives and Addresses for Notices]) and include the following information:

- a. name of the Department's Representative and the Department's address
- b. the words 'tax invoice' stated prominently
- c. the Grantee's name and ABN
- d. the title of this Agreement and the Agreement reference number
- e. the date of issue of the tax invoice
- f. the total amount payable (including GST, if applicable)
- g. the GST amount shown separately, and
- h. the nominated bank account.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Department in accordance with the following:

Progress Reports

The Grantee must provide the Department with Progress Reports by the times specified in the Activity Schedule.

Each Progress Report must be submitted on the template provided and include, but need not be limited to, the following information for the Reporting period:

- a. the Grantee's name
- b. the full Activity title
- c. the amount of Funding payable under the Agreement
- d. a statement of the Funding and Other Contributions received to date including the amount spent and the amount remaining
- e. the names of all Grantee subcontractors (if applicable)
- f. a description of the progress of the Activity to date, including details of the Milestones achieved during the period to which the Report relates, and reasons why any Milestones have not been met

- g. Information as to whether the timeframes and Deliverables for the Activity are being met and an explanation of any delays that have occurred, including the reasons for those delays and the action the Grantee proposes to take to address the delay and the expected effects (if any) the delay will have on the Activity
- h. a statement as to whether the Activity is proceeding within Budget, and if it is not, an explanation of why the Budget is not being met and the action the Grantee proposes to take to address this, and
- i. copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Activity.

Final Report

The Grantee must provide the Department with a Final Report by the time specified in the Activity Schedule. It must be a stand-alone document using the template provided that can be used for public information dissemination.

The Final Report must include, but need not be limited to, the following information for the entire Activity Period:

- a. a detailed discussion of the operation, mechanisms and processes employed by the Grantee to perform the Activity and achieve the Objectives
- b. a detailed discussion of the delivery, benefits and outcomes of the Activity as a whole and the Activity's results and findings
- c. a detailed discussion as to whether the Objectives of the Activity were achieved, and if not, an explanation of why any Objectives were not met, and
- d. an unaudited Financial Statement for the entire Activity Period. Unaudited Financial Statements are Income and Expense statements prepared for the specific Grant Activity and signed by an authorised officer (i.e. CEO, Treasurer or Chairperson) within the organisation.

Other Reports

Throughout the Activity Period, the Department may require the Grantee to provide ad hoc reports or updates concerning:

- a. any significant developments concerning the Activity;
- b. any significant delays or difficulties encountered in performing the Activity in accordance with the Agreement; and/or
- c. general progress of the Activity throughout the duration of the Agreement.

The Grantee must provide any such ad hoc reports or updates within a reasonable timeframe notified by the Department.

F. Party representatives and address for notices

Grantee's representative and address

Name of representative	[REDACTED]
Position	Community Safety Coordinator
Postal/physical address	City of Gosnells 2120 Albany Highway GOSNELLS WA 6110
Business hours telephone	08 93916021
Mobile	[REDACTED]
Email	[REDACTED]

Commonwealth representative and address

Name of representative	Crime Prevention Section Criminal Law Policy Branch Criminal Justice Policy and Programmes Division
Postal/physical address	3-5 National Circuit BARTON ACT 2600
Business hours telephone	02 6141 2711
Fax	02 6141 2871
Email	crimeprevention@ag.gov.au

The Parties' representatives will have primary responsibility for the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

G. Supplementary Terms

G1. Other Contributions

G1.1 'Other Contributions' means the financial or in-kind contributions other than the Grant set out below:

Contributor	Nature of Contribution	Amount (plus GST)	Timing
Grantee	In-kind (project management)	\$5,000 ^{17c 2011} _{excl.}	If required - throughout the project term
Grantee	Cash (contingency)	\$2,000	If required - throughout the project term
Grantee	Cash (maintenance contract)	\$23,000	

G1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 18 of the General Grant Conditions.

G2. Activity budget
Income (excl. GST)

Category	Description	Amount
Grant Awarded	Safer Streets Programme funding	\$80,835
Grantee	Voluntary [in-kind] contribution	\$30,000
Total		\$110,835

Expenditure (excl. GST)

Category	Description	Amount
Capital	Commission and Installation of x23 CCTV cameras in Mills Park	\$80,835
Operational	Project management	\$5,000
Other	Contingency fund for power to poles in Mills Park	\$2,000

Other	Maintenance contract for CCTV	\$23,000
Total		\$110,835

The percentage of the Budget (Total Cost) below which Funding may be transferred between expenditure Items without the Department's approval is 10%.

G3. Record keeping

G3.1 The Grantee agrees to maintain the following records:

- (a) Identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable, and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported.

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G4. Audit

Not applicable.

G5. Activity Material

G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub-licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.

G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

G6. Access

G6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

G6.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause G6.1.

G6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G7. Equipment and assets

Not applicable.

G8. Relevant qualifications or skills

Not applicable.

G9. Activity-specific legislation, policies and industry standards

G9.1 The Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- (a) The Grantee must comply with any relevant Commonwealth and State/Territory Government laws and policies in carrying out the Activity.
- (b) The Grantee must comply with all relevant legislation regarding child safety and vulnerable persons, however described. This includes, but is not limited to, police checks for all employees of the Grantee, volunteers, invitees, agents or any other persons engaged or permitted by the Grantee to be involved in any way with a vulnerable person and/or a child for the purpose of this Agreement.

G10. Commonwealth Material, facilities and assistance

Not applicable.

G11. Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.


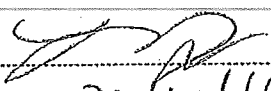
G12. Grantee trustee of a Trust

Not applicable.


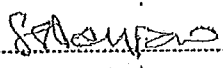
Signatures

Executed as an agreement on: 28/10/16

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Commonwealth Attorney-General's Department.	
Signatory Name: (print)	BROOKE HARTIGAN
Position: (print)	ACTING ASSISTANT SECRETARY
Date:	28/10/2016
Witness Name: (print)	LEONIE YOUNG
Signature	
Date:	28/10/16

Grantee:

Signed for and on behalf of City of Gosnells by: (who represents and warrants that he/she has authority to sign on behalf of City of Gosnells)	
Signatory Name: (print)	IAN COWIE (CEO)
Date:	29/9/16
Witness Name: (print)	SHANI PAMPANO
Signature	
Date:	29-9-16

Commonwealth General Grant Conditions

Schedule 1

1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

3. Notices

3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 The Grantee owns the Intellectual Property Rights in Material created undertaking the Activity.

12.2 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

12.3 The licence in clause 12.2 does not apply to Activity Material.

12.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

Commonwealth General Grant Conditions

Schedule 1

17. Dispute resolution

17.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

17.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

18. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.



Australian Government
Department of Industry,
Innovation and Science
Attorney-General's
Department

Business

business.gov.au
13 28 46
for your business

Commonwealth Grant Agreement

between the Commonwealth represented by

Department of Industry, Innovation and Science

and

Logan City Council

Commonwealth Grant Agreement

Contents

Grant Agreement AGSCF55716.....	3
Parties to this Agreement.....	3
Background.....	4
Scope of this Agreement.....	4
Grant Details AGSCF55716.....	5
A Purpose of the Grant.....	5
B Activity.....	5
C Duration of the Activity.....	6
D Payment of the Grant.....	6
E Reporting.....	7
F Party representatives and address for notices.....	8
G Supplementary Terms.....	9
Signatures.....	11
Commonwealth.....	11
Grantee.....	11
Schedule 1 Commonwealth General Grant Conditions.....	12
Schedule 2 Reporting templates.....	14

Grant Agreement AGSCF55716

Once completed, this document, together with each set of Grant Details and the Commonwealth General Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	Logan City Council
Legal entity type (e.g. Incorporated association, company, not for profit organisation etc)	Local Government
Trading or business name	Logan City Council
Australian Business Number (ABN) or other entity identifiers	21 627 796 435
Australian Company Number (ACN)	
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	01/11/1999
Registered office (physical/postal)	PO Box 3226 LOGAN CITY DC QLD 4114 150 Wembly Road LOGAN CENTRAL QLD 4114
Relevant business place (if different)	As above
Telephone	[REDACTED]
Email	[REDACTED]

The Commonwealth

The Commonwealth of Australia represented by the
Department of Industry, Innovation and Science
of 10 Binara Street CANBERRA ACT 2600
GPO Box 9839, CANBERRA ACT 2601

ABN 74 599 608 295

Email: saferecommunities@industry.gov.au

Commonwealth Grant Agreement

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details AGSCF55716

A Purpose of the Grant

The purpose of the Grant is to assist Logan City Council to expand the Logan Safety Camera Program network to help in deterring crime and anti-social behaviour and assist police in their operations.

The Grant is being provided as part of the Safer Communities Fund.

The Safer Communities Fund implements the Government's plan to deliver safer communities, by:

- boosting the efforts of identified local Councils and community organisations to address crime and anti-social behaviour by funding crime prevention initiatives (such as fixed and mobile CCTV and lighting) (rounds 1 and future round) and
- protecting schools, pre-schools and community organisations that are facing security risks associated with racial or religious intolerance (future round).

B Activity

The Activity is made up of your Project and all eligible project activities as specified in these Grant Details.

- Project scope and description:

Logan City Council will purchase and install seven new CCTV cameras to be placed in locations throughout Forde and the City of Logan and purchase and fit out a new mobile safety camera vehicle as an extension to their existing Safety Camera Program network.

- Key eligible activities:

The Project will include purchase and installation of the following equipment:

- o Purchase and fitout of new mobile safety camera vehicle;
- o Ground work to be completed at each camera pole site;
- o Installation of poles and supply power at Tudor Park, Red Bridge, Marsden SHS and Tygum Park camera sites;
- o Install equipment (including camera) at Tudor Park site including wireless link to Logan City Council Administration Centre;
- o Install equipment (including camera) at Red Bridge site including wireless link to Tudor Park;
- o Install equipment (redundant link) at Beenleigh Entertainment Centre to be linked to Red Bridge;
- o Install equipment (including camera) at Marsden SHS site including wireless link to Tudor Park;
- o Install equipment (including camera) at Tygum Park site including wireless link to Marsden SHS;
- o Complete re-fit of Kimberley Water Tower to support further works of project;
- o Installation of pole at Riverhills and Fryar Road including supply and install of power;
- o Install equipment (including camera) at Riverhills and Fryar Road including wireless link to Kimberley Water Tower;
- o Installation of pole at Tovey Park including supply and install of power;
- o Install equipment (including camera) at Tovey Park including wireless link to Wineglass Water Tower;
- o Installation of pole at Hugh Muntz Park including supply and install of power; and

Commonwealth Grant Agreement

- o Install equipment (including camera) at Hugh Muntz Park including wireless link to Beenleigh Events Centre

Installation includes electrical works, cabling and hardware installation.

In undertaking the Activity, the Grantee must comply with the requirements of the Program Guidelines (as in force from time-to-time).

C Duration of the Activity

The Activity starts on execution of the grant agreement and ends on 27/11/2018.

Milestone Schedule

No.	Title and description	Due Date	Payment (GST excl.)
1	Project start date	01/06/2017	\$200,000 (Initial payment)
2	Progress Report <ul style="list-style-type: none"> • Provide a progress update on activities and grant funds expended in line with the Milestone Reporting Template at Appendix 1 	02/12/2017	\$272,500
3	Project end date	30/06/2018	\$0
4	Final report / Project evaluation	30/07/2018	\$52,500 (10% of the total Grant)

D Payment of the Grant

The total amount of the Grant is \$525,000.00 (plus GST if applicable).

The Grant must be spent on Eligible Expenditure defined in section 3.3 of the Program Guidelines subject to satisfactory progress towards milestones and availability of Program funds.

The Grant will be paid over the following financial years subject to sufficient Program funding being available. The Commonwealth is not obliged to make a payment if it would result in the amount paid in a financial year exceeding that financial year's capped amount itemised in this table.

Financial Year	\$ capped amount (GST excl)
2016/17	\$200,000
2017/18	\$272,500
2018/19	\$52,500
Total	\$525,000

Commonwealth Grant Agreement

An initial payment covering up to 6 months of eligible expenditure will be paid on execution of this Grant Agreement. Subsequent payments will be paid progressively based on progress reports and eligible expenditure nominated in Item C, and compliance by the Grantee with its obligations under this Grant Agreement.

A final payment of at least 10 per cent of the Grant will be withheld until the end of Project reporting obligations have been met.

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

The Parties acknowledge that they are registered for GST and will notify the other Party if they subsequently cease to be registered for GST.

GST means a tax that is payable under GST law as defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

E Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the Reporting Templates (Schedule 2).

Report type	Period start date	Period End date	Due date
Progress	01/06/2017	02/12/2017	02/12/2017
End of Project	01/06/2017	30/06/2018	30/07/2018

During the Agreement period, we may ask you for ad-hoc reports on your project. You must provide these reports in the timeframes notified by the Commonwealth.

F Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	[REDACTED]
Position	Director – Community Services
Postal/physical address(es)	PO Box 3226 Logan City DC QLD 4114
Business hours telephone	[REDACTED]
Mobile	[REDACTED]
E-mail	[REDACTED]

Commonwealth representative and address

Name of representative	Tracy Galindo-Fleming
Position	Program Manager
Postal/physical address(es)	Department of Industry, Innovation and Science Industry House, Level 8 10 Binara Street, Canberra ACT 2600 GPO Box 9839, Canberra ACT 2601
Business hours telephone	[REDACTED]
Mobile	[REDACTED]
E-mail	safercommunities@industry.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

Commonwealth Grant Agreement

G Supplementary Terms

G1 Other Contributions

Not Applicable

G2 Activity budget

G2.1 The Grantee agrees to use the Grant and undertake the Activity consistent with the following budget

Eligible Expenditure Item	Estimated Costs 2016/17 (GST excl)	Estimated Costs 2017/18 (GST excl)	Estimated Costs 2018/19 (GST excl)	Total \$ (GST excl)
CCTV equipment	\$113,500	\$221,000	\$0.00	\$334,500
Security lighting	\$0.00	\$0.00	\$0.00	\$0.00
Security fencing	\$0.00	\$0.00	\$0.00	\$0.00
Installation cost	\$49,000	\$104,000	\$0.00	\$153,000
Other costs	\$37,500	\$0.00	\$0.00	\$37,500
Total Project costs	\$200,000	\$325,000	\$0.00	\$525,000

G3 Record keeping

G3.1 The Grantee agrees to:

- (a) maintain records that identify the receipt and expenditure of the Grant separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported.

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G4 Audit

Not Applicable

G5 Access

G5.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

G5.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Oth) (including their delegates) are persons authorised for the purposes of clause G5.1.

G5.3 Term G5 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

Commonwealth Grant Agreement

G6 Equipment and assets

Not Applicable

G7 Relevant qualifications or skills

G7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have the following relevant skills or qualifications.

G8 Activity specific legislation, policies and industry standards

G8.1 Without limiting the generality of Item G11 below, the Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- (a) The *Work Health and Safety Act 2011* (Cth), any corresponding regulations made under that Act and any relevant Code of Practice approved for the purpose of that Act ('WHS Laws').

Note: The Grantee must ensure the Activity is undertaken in a safe manner. The Grantee must not, and must ensure its Personnel do not, by act or omission place the Commonwealth in breach of its obligations under the WHS Laws.

G9 Commonwealth Material, facilities and assistance

Not Applicable

G10 Jurisdiction

G10.1 This Agreement is governed by the law of the Australian Capital Territory.

G11 Grantee trustee of a Trust (if applicable)

G11.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

G11.2 The Grantee warrants that:

- (a) It is the sole trustee of the Trust
- (b) It has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust
- (c) It has entered into this Agreement for the proper administration of the Trust;
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) It has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

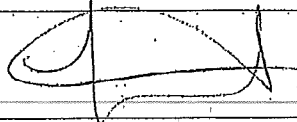
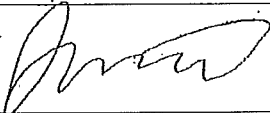
Commonwealth Grant Agreement

Signatures



Executed as an agreement:

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Innovation and Science

Name (print)	Tracy Galindo-Fleming
Position (print)	Program Manager
Signature and date	 01/06/2017
Witness Name (print)	Katica Rajci
Signature and date	 1.6.17

Grantee

Name of Local Government Entity	Logan City Council
Name of Authorised Signatory (print)	ALISHA SWAIN
Signature and date	 01/06/17
Witness Name and Position (print)	MARIA DE MIRANDA PA TO DIRECTOR COMMUNITY SERVICES
Signature and date	 01/06/17

Schedule 1 Commonwealth General Grant Conditions

1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

3. Notices

3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 The Grantee owns the Intellectual Property Rights in Material created undertaking the Activity.

12.2 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

12.3 The licence in clause 12.2 does not apply to Activity Material.

12.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

17. Dispute resolution

17.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

17.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

18. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- Activity means the activities described in the Grant Details.

- Activity Material means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity.

- Agreement means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.

- Australian Privacy Principle has the same meaning as in the *Privacy Act 1988*.

- Change in the Control means any change in any person(s) who directly exercise effective control over the Grantee.

- Commonwealth means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

- Commonwealth General Grant Conditions means this document.

- Commonwealth Purposes does not include commercialisation or the provision of the Material to a third party for its commercial use.

- Completion Date means the date or event specified in the Grant Details.

- Existing Material means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.

- Grant means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details.

- Grantee means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

- Grant Details means the document titled Grant Details that forms part of this Agreement.

- Intellectual Property Rights means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).

- Material includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.

- Party means the Grantee or the Commonwealth.

- Personal Information has the same meaning as in the *Privacy Act 1988*.

- Reporting Material means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.

Schedule 2 Reporting templates

Appendix 1

Safer Communities Fund – Delivery of the Government's Election Commitments - milestone report 1

Project number	AGSCF55716
Grantee name	Logan City Council
Project title	Expansion of the Logan Safety Camera Program Network
Progress period	01/6/2017 – 02/12/2017

1. Project progress

- a. Complete the following table, updating for all milestones. Insert rows as required.

No.	Milestone description	Agreed completion date	Actual /anticipated completion date	Milestone progress (% complete) as at reporting period

- b. Describe the eligible activities completed on the project, including the achievement of milestones and the outcomes met as detailed in your grant agreement. If applicable, comment on why the milestone has not been completed. Grant funding will be paid as agreed milestones are achieved.

- c. Attach agreed evidence to demonstrate the achievement of this milestone. List the attached documents below.

- d. Is the project proceeding as per your project plan and budget?

Yes No

If No, identify any changes and comment on any impacts on project timing, outcome. Also comment on any anticipated issues that may impact on project timing, outcome and budget.

2. Eligible expenditure incurred for this progress period

Milestone expenditure items, including any assets	Cost (GST Excl)
	\$
	\$
Total	\$

Is the expenditure incurred for this milestone in accordance with the project budget in the grant agreement? Yes No

If No, explain the reason for any underspend or overspend.

3. Certification

Ibeing a person duly authorised by the grantee hereby certify that:

- the information in this report is accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- the activities identified above are for the purposes stated in the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

Signed.....Date.....

Position / title.....

Appendix 2

Safer Communities Fund – Delivery of the Government's Election Commitments – final project report

Project number	AGSCF55716
Grantee name	Logan City Council
Project title	Expansion of the Logan Safety Camera Program Network
Progress period	01/06/2017 - 30/06/2018

1. Project activities and outcomes

a. Provide a brief outline of project activities.

b. Provide a brief outline of project outcomes.

c. Were all the activities as specified in the grant agreement completed?

Yes No

If no, explain why.

2. Project benefits

Provide information to demonstrate the benefits the project has achieved?

3. Updated business indicators

Recent trade performance	Not Applicable	Latest complete financial year <YYYY-YY>
Sales revenue (turnover)		\$
Export revenue		\$
R&D expenditure		\$
Taxable income		\$
Number of employees including working proprietors and salaried directors (headcount)		
Number of independent contractors (headcount)		

4. Certification

Ibeing a person duly authorised by the grantee hereby certify that:

- the information listed above is accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- the grant was spent in accordance with the grant agreement
- I am aware of the grantee's obligations under the grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

SignedDate.....

Position / title.....



Australian Government
Department of Industry,
Innovation and Science
Attorney-General's
Department

Business

business.gov.au
13 28 46
Offered by AusIndustry[®]

Commonwealth Grant Agreement

between the Commonwealth represented by

Department of Industry, Innovation and Science

and

Grafton City Chamber of Commerce and Industry Incorporated

AGSCF55676

Contents	
Grant Agreement AGSCF55676.....	3
Parties to this Agreement.....	3
Background.....	4
Scope of this Agreement.....	4
Grant Details AGSCF55676.....	5
A Purpose of the Grant.....	5
B Activity.....	5
C Duration of the Activity.....	6
D Payment of the Grant.....	6
E Reporting.....	7
F Party representatives and address for notices.....	7
G Supplementary Terms.....	9
Signatures.....	11
Commonwealth.....	11
Grantee.....	11
Schedule 1 Commonwealth General Grant Conditions.....	12
Schedule 2 Reporting templates.....	14

Grant Agreement AGSCF55676

Once completed, this document, together with each set of Grant Details and the Commonwealth General Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	Grafton City Chamber of Commerce and Industry Incorporated
Legal entity type (e.g. incorporated association, company, not for profit organisation etc)	Non-Profit Organisation
Trading or business name	Grafton Chamber of Commerce
Australian Business Number (ABN) or other entity identifiers	18643177015
Australian Company Number (ACN)	
Registered for Goods and Services Tax (GST)?	No
Date from which GST registration was effective?	05/05/2000
Registered office (physical/postal)	15 Moorhead Drive South Grafton NSW 2460 PO Box 502 Grafton NSW 2460
Relevant business place (if different)	Prince Street Grafton NSW 2460
Telephone	0266952222
Email	office@graftonchamberofcommerce.org.au

The Commonwealth

The Commonwealth of Australia represented by the
Department of Industry, Innovation and Science
of 10 Binara Street CANBERRA ACT 2600

GPO Box 9839, CANBERRA ACT 2601

ABN 74 599 608 295

Email: safercommunities@industry.gov.au

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) ~~any other document referenced or incorporated in the Grant Details.~~

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details AGSCF55676

A Purpose of the Grant

The purpose of the Grant is for the roll-out of CCTV network systems for Grafton and South Grafton CBDs to monitor and reduce anti-social behaviour with the aim to promote a safer environment for businesses and the community.

The Grant is being provided as part of the Safer Communities Fund.

The Safer Communities Fund implements the Government's plan to deliver safer communities, by:

- boosting the efforts of identified local Councils and community organisations to address crime and anti-social behaviour by funding crime prevention initiatives (such as fixed and mobile CCTV and lighting) (rounds 1 and future round) and
- protecting schools, pre-schools and community organisations that are facing security risks associated with racial or religious intolerance (future round).

B Activity

The Activity is made up of your Project and all eligible project activities as specified in these Grant Details.

- Project scope and description

The project will engage with 124 individual businesses within the project areas to install CCTV network equipment in conjunction with recommendations from crime prevention experts on quality and positioning of equipment to meet the requirements for court conviction cases. Grant funds will not be utilised for the purchase or installation of equipment within privately owned premises.

- Key eligible activities

Key project eligible activities include the installation of CCTV network from the following ranges of equipment that are suitable for individual building design and layout, and dependent on the scope of vision of the camera required to service the location.

- Hardware
 - 4MpP outdoor vandal dome Turret mount camera, variable lens size, H.264+, 30m IR, 3DDNR, 120dB WDR
 - 4Mp Indoor mini dome camera, fixed lens, H.264+, 30m IR, 3DDNR, 120dB WDR
 - UVC-NVR hard drive recording unit with variable sized drive capacity (500gb up to 4 or 8 tb) dependent on the number of cameras and location. With cycled recording duration of 30 to 40 days
 - Other hardware to be utilised: cat 6 cabling, network switches and routers.

- Software

Will be customised to suit needs of the location and will be compatible with standard operating systems (eg: windows, android ,Linux, etc.) to ensure maximum connectivity and user friendliness

In undertaking the Activity, the Grantee must comply with the requirements of the Program Guidelines (as in force from time-to-time).

C Duration of the Activity

The Activity starts on the execution of this Grant Agreement and ends on 1 June 2018.

Milestone Schedule

No.	Title and description	Due Date	Payment (GST excl.)
1	Project start date – Grant Agreement execution	31/08/2017	\$100,000 (initial payment)
2	Project Progress Report – submission and acceptance of project progress report including: <ul style="list-style-type: none"> - a copy of updated list of business owners/landlords who have signed up agreements for the participation of installation of CCTV net work systems described in Section B of this Agreement; - a copy of the draft agreement with participants; and - the installation CCTV network activities and associate grant funds expent in line with the Milestone Report Template at Appendix 1 	1/02/2018	\$60,000
3	Project end date	01/05/2018	\$0
5	Final report / Project evaluation	1/06/2018	\$40,000

D Payment of the Grant

The total amount of the Grant is \$200,000.00 (plus GST if applicable).

The Grant must be spent on Eligible Expenditure defined in section 3.3 of the Program Guidelines subject to satisfactory progress towards milestones and availability of Program funds.

The Grant will be paid over the following financial years subject to sufficient Program funding being available. The Commonwealth is not obliged to make a payment if it would result in the amount paid in a financial year exceeding that financial year's capped amount itemised in this table.

Financial Year	\$ capped amount (GST excl)
2017/18	\$200,000
Total	\$200,000

An initial payment covering up to 6 months of eligible expenditure will be paid on execution of this Grant Agreement. Subsequent payments will be paid progressively based on progress reports and

Commonwealth Grant Agreement

eligible expenditure nominated in item C, and compliance by the Grantee with its obligations under this Grant Agreement.

A final payment of at least 10 per cent of the Grant will be withheld until the end of Project reporting obligations have been met.

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

The Parties acknowledge that they are registered for GST and will notify the other Party if they subsequently cease to be registered for GST.

GST means a tax that is payable under GST law as defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

E Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the Reporting Templates (Schedule 2).

Report type	Period start date	Period End date	Due date
Project Progress	31/08/2018	01/02/2018	01/02/2018
End of Project	31/08/2017	01/05/2018	01/06/2018

During the Agreement period, we may ask you for ad-hoc reports on your project. You must provide these reports in the timeframes notified by the Commonwealth.

F Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	[REDACTED]
Position	Public Officer
Postal/physical address(es)	PO Box 502 Grafton NSW 2460
Business hours telephone	0266952222
Mobile	[REDACTED]
Fax	
E-mail	office@graftonchamberofcommerce.org.au

Commonwealth Grant Agreement

Commonwealth representative and address

Name of representative	Matt McLeay
Position	A/g Program Manager
Postal/physical address(es)	Department of Industry, Innovation and Science Industry House, Level 8 10 Binara Street, Canberra ACT 2600 GPO Box 9839, Canberra ACT 2601
Business hours telephone	[REDACTED]
Mobile	[REDACTED]
E-mail	safercommunities@industry.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

G Supplementary Terms

G1 Other Contributions

Not Applicable

G2 Activity budget

G2.1 The Grantee agrees to use the Grant and undertake the Activity consistent with the following budget

Eligible Expenditure Item	Estimated Costs 2017/18 (GST excl)	Estimated Costs 2018/19 (GST excl)	Estimated Costs 2019/20 (GST excl)	Total \$ (GST excl)
CCTV equipment	\$120,000.00	\$0.00	\$0.00	\$120,000.00
Security lighting	\$0.00	\$0.00	\$0.00	\$0.00
Security fencing	\$0.00	\$0.00	\$0.00	\$0.00
Installation cost	\$60,000.00	\$0.00	\$0.00	\$60,000.00
Other costs	\$20,000.00	\$0.00	\$0.00	\$20,000.00
Total Project costs	\$200,000.00	\$0.00	\$0.00	\$200,000.00

G3 Record keeping

G3.1 The Grantee agrees to:

- (a) maintain records that identify the receipt and expenditure of the Grant separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported; and

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G4 Audit

Not Applicable

G5 Access

G5.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

G5.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause G5.1.

G5.3 Term G5 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G6 Equipment and assets

Not Applicable

G7 Relevant qualifications or skills

- G7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have the following relevant skills or qualifications.

G8 Activity specific legislation, policies and industry standards

- G8.1 Without limiting the generality of Item G11 below, the Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- (a) The *Work Health and Safety Act 2011* (Cth), any corresponding regulations made under that Act and any relevant Code of Practice approved for the purpose of that Act ('WHS Laws').

Note: The Grantee must ensure the Activity is undertaken in a safe manner. The Grantee must not, and must ensure its Personnel do not, by act or omission place the Commonwealth in breach of its obligations under the WHS Laws.

G9 Commonwealth Material, facilities and assistance

Not Applicable

G10 Jurisdiction

- G10.1 This Agreement is governed by the law of the Australian Capital Territory.

G11 Grantee trustee of a Trust (if applicable)

- G11.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

G11.2 The Grantee warrants that:

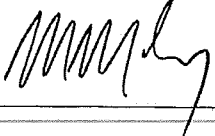

- (a) it is the sole trustee of the Trust
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust
- (c) it has entered into this Agreement for the proper administration of the Trust;
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

Signatures

Executed as an agreement:

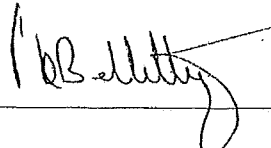

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Innovation and Science.

Name (print)	Matt McLeay
Position (print)	A/g Program Manager
Signature and date	 31/8/17
Witness Name (print)	Zoe Huang
Signature and date	 31/8/17

Grantee

Template Instructions: Use this signature block if Grantee is an Incorporated Association.

Full legal name of the Grantee	GRAFTON CITY CHAMBER OF COMMERCE AND INDUSTRY INCORPORATED ABN 18643177015
Public Officer's Name (print)	PATRICIA BULLITT
Signature and date	 31/8/17
Committee Member/ Secretary Name (print)	MARK R. BUTLER
Signature and date	 31/8/17

Schedule 1 Commonwealth General Grant Conditions

1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

3. Notices

3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 The Grantee owns the Intellectual Property Rights in Material created undertaking the Activity.

12.2 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

12.3 The licence in clause 12.2 does not apply to Activity Material.

12.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

17. Dispute resolution

17.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

17.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

18. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.

- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity.

- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.

- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.

- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.

- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

- **Commonwealth General Grant Conditions** means this document.

- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.

- **Completion Date** means the date or event specified in the Grant Details.

- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.

- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details.

- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

- **Grant Details** means the document titled Grant Details that forms part of this Agreement.

- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).

- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.

- **Party** means the Grantee or the Commonwealth.

- **Personal Information** has the same meaning as in the *Privacy Act 1988*.

- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.

Schedule 2 Reporting templates

Appendix 1

Safer Communities Fund – Delivery of the Government's Election Commitments - milestone report

Project number	AGSCF55676
Grantee name	GRAFTON CITY CHAMBER OF COMMERCE AND INDUSTRY INCORPORATED
Project title	Install a CCTV camera network in the Grafton & South Grafton CBD Areas
Progress period	31/08/2017 – 01/02/2018

1. Project progress

- a. Complete the following table, updating for all milestones. Insert rows as required.

No	Milestone description	Agreed completion date	Actual /anticipated completion date	Milestone progress (% complete) as at reporting period

- b. Describe the eligible activities completed on the project, including the achievement of milestones and the outcomes met as detailed in your grant agreement. If applicable, comment on why the milestone has not been completed. Grant funding will be paid as agreed milestones are achieved.
- c. Attach agreed evidence to demonstrate the achievement of this milestone. List the attached documents below.
- d. Is the project proceeding as per your project plan and budget?
 Yes No

If No, identify any changes and comment on any impacts on project timing, outcome. Also comment on any anticipated issues that may impact on project timing, outcome and budget.

2. Eligible expenditure incurred for this progress period

Milestone expenditure items, including any assets	Cost (GST excl)
	\$
	\$
Total	\$

Is the expenditure incurred for this milestone in accordance with the project budget in the grant agreement? Yes No

If No, explain the reason for any underspend or overspend.

3. Certification

Ibeing a person duly authorised by the grantee hereby certify that:

- the information in this report is accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- the activities identified above are for the purposes stated in the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

SignedDate.....

Position / title.....

Appendix 2

Safer Communities Fund – Delivery of the Government's Election Commitments – final project report

Project number	AGSCF55676
Grantee name	GRAFTON CITY CHAMBER OF COMMERCE AND INDUSTRY INCORPORATED
Project title	Install a CCTV camera network in the Grafton & South Grafton CBD Areas
Progress period	31/08/2017 – 01/05/2018

1. Project activities and outcomes

a. Provide a brief outline of project activities.

b. Provide a brief outline of project outcomes.

c. Were all the activities as specified in the grant agreement completed?

Yes No

If no, explain why.

2. Project benefits

Provide information to demonstrate the benefits the project has achieved?

3. Updated business indicators

Recent trading performance	Not Applicable	Latest complete financial year <<YYYY-YY>>
Sales revenue (turnover)		\$
Export revenue		\$
R&D expenditure		\$
Taxable income		\$
Number of employees including working proprietors and salaried directors (headcount)		
Number of independent contractors (headcount)		

4. Certification

Ibeing a person duly authorised by the grantee hereby certify that:

- the information listed above is accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- the grant was spent in accordance with the grant agreement
- I am aware of the grantee's obligations under the grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

SignedDate.....

Position / title.....

