

SCHEDULE 1

GRANT DETAILS

Item 1. Grant Period

See clauses 1.1 and 3

For a period of 12 months from the date of signing of the Agreement.

Item 2. Grant

See clauses 1.1 and 2.1

- (1) Grant: \$12,815.00 (including GST)
- (2) The Grant is payable as a lump sum. An Invoice may be rendered on or after the date of this Deed.
- (3) Except if otherwise stated in this Deed, the Grant is:
 - (a) payable within 30 days of receipt by the Territory of an Invoice; and
 - (b) inclusive of GST and all other taxes, duties and charges.

Item 3. Reporting and Acquittal

See clause 7.1

- (1) A quarterly report is required to be completed at 3 month intervals from the date that Grant funding is received containing all of the information and substantially in the form of the document annexed to this Deed and marked "Annexure A"
- (2) A completed evaluation and financial report is required within 30 days of the end of the Grant period or earlier termination of this Deed
- (3) The completed evaluation and financial report must contain all of the information and be substantially in the form of the document annexed to this Deed and marked "Annexure B".

Item 4. Other insurance requirements

See clause 10.1

- (1) Public Liability Insurance: \$10,000,000
- (2) Other Insurance: Not used.

Item 5. Contact Officers

See clauses 1.1 and 15.8

For the Territory:

Emily Kilham
Sustainability Programs
Environment, Planning and Sustainable
Development Directorate
Level 2 Dame Pattie Menzies House North
16 Challis St
Dickson ACT 2602
Phone:02 6205 9725
Email:Emily.Kilham@act.gov.au

For the Recipient:

Recipient contact details:

Jo Clav



Item 6. Form of Acknowledgement

See clause 8.1

With assistance from the ACT Government under the ACT Community Zero Emissions Grants Program.

SCHEDULE 2

THE FUNDED ACTIVITY

Item 1. Project Plan

As per application annexed to this Deed and marked "Annexure C" taking into account variation of dates of current project timeline (12 months from date of signing of deed).

Milestone	Start date	Finish Date	Location
Run carbon reduction experiment - Baseline on Transport & publish blog post	2 September <u>28 October</u> 2019	8 September <u>3 November</u> 2019	Canberra
Run carbon reduction experiment - active transport & publish blog post	9 September <u>4 November</u> 2019	22 September <u>10 November</u> 2019	Canberra
Run carbon reduction experiment - public transport & publish blog post	23 September <u>11 November</u> 2019	29 September 2019	Canberra
Run carbon reduction experiment - alternatives to internal combustion engine car & publish blog post	30 September <u>18 November</u> 2019	6 October <u>25 November</u> 2019	Canberra
Publish article on Canberra's energy and transition away from gas	1 October <u>November</u> 2019	30 October <u>15 February</u> 2019	Canberra

Milestone	Start date	Finish Date	Location
Conclude other carbon reduction experiments on offsets, people and data (no CZE funds sought, self-funded)	November <u>December</u> 2019	November <u>January</u> 2019	Canberra
Publish article on Canberra's transport	November <u>January</u> 2019	November <u>March</u> 2019	Canberra
Deliver at least 4 community talks on 'The Carbon Diet'	1 February <u>1 May</u> 2020	30 May <u>30 August</u> 2020	Canberra
Publish articles in community newsletters and local magazines about The Carbon Diet	1 February <u>1 May</u> 2020	30 May <u>30 August</u> 2020	Canberra
Finalise manuscript for 'The Carbon Diet' book - CZE funds sought for transport chapters	1 November <u>January</u> 2020	28 February <u>30 June</u> 2020	Canberra

Item 2. Budget

As per application annexed to this Deed and marked "Annexure C" taking into account variation of budget items in agreement with the Territory.

Expenditure Description	Expenditure Type	Basis of Costing	CZE Grant Funding (\$)	Other sources (\$)	Total (\$)
Strikingly website annual fees	project and production	I use Strikingly as my web development platform. This is their annual fee.		\$275.00	\$275.00
Canva design software	project and production	I use Canva for my web design and illustrations for articles and presentations. This is their annual fee.		\$171.00	\$171.00
Manuscript appraisal	salaries and wages	I have arranged two professional manuscript appraisals for my book and submission package to be delivered at no charge. This is the ACT Writers Centre rate on MS appraisals.		\$1,040.00	\$1,040.00
Expert input	salaries and wages	I will get input from 6 subject matter experts into my book and topics (already arranged).		\$900.00	\$900.00
My work (in-kind volunteer contribution)	salaries and wages	In-kind work contribution of research, organising, writing articles, preparing & delivering talks, web development etc @ \$28.50 x 60		\$1,710.00	\$1,710.00

		hours over 7 months			
Three months business insurance (Allianz)	other expenditure	I've already paid my business insurance to early March 2020. I'll pay the balance for the rest of this grant.		\$215.00	\$215.00
Professional work	salaries and wages	I seek grant funds for 140 hours of my professional work at a rate of \$75 per hour over 7 months for running carbon accounting on transport for four weeks, professional writing, editing and speaking	\$10,500.00		\$10,500.00
ACT Writers Centre auspice fee (administration)	administrative and infrastructure	ACT Writers Centre will auspice my grant and charge a 10% fee of the grant funds sought to do so. This is an administration fee.	\$1,150.00		\$1,150.00
		TOTAL (ex GST)	\$11,650.00	\$4,311.00	\$15,961.00
		TOTAL (inc GST)	\$12,815.00	\$4,742.10	\$17,557.10

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

Not used.

SIGNED AS A DEED ON2018

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY in the)
presence of:) Signature of Territory delegate

.....
Signature of witness

.....
Print name

.....
Print name

SIGNED for and on behalf of)
ACT Writers Centre on behalf of JT Clay)
ABN: 31 707 029 530) Signature of Recipient or authorised
in the presence of: officer*

*delete whichever is not applicable (see note below)

.....
Signature of witness

.....
Print name and position

.....
Print name

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

.....
Print name and position



Note:

Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.

Individual: Must be signed by the individual Recipient and witnessed.

Incorporated Association: Must be signed in accordance with the Recipient's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.

Annexure A

Community Zero Emissions Grants Program Quarterly Report

Question 1.

Have you met all the milestones that your project plan (Schedule 2, Item 1) marked for completion by this date?

Question 2.

Have any issues arisen that have delayed your project or decreased the potential of your project?

Question 3.

Do you have any good news stories to report about your project? Please provide photos.

Annexure B

Community Zero Emissions Grants Program Evaluation and Financial Report

Please provide:

- (a) a summary of all actions taken in relation to the Funded Activity;

- (b) a summary of progress or achievements made against the activities, milestones and key dates in the Approved Plan;

- (c) a description of how the Funded Activity was carried out;

- (d) the results of the Funded Activity against the Funded Activity outcomes;

- (e) a summary of what difficulties in performing the Funded Activity (if any) have been encountered by the Recipient and the action taken to remedy these difficulties;

- (f) any significant promotional material used or created in the course of the Funded Activity;

- (g) any statistics collected in the course of the Funded Activity;

- (h) a financial statement specifying the manner in which, and the purpose for which the Grant Recipient's contribution and other contributions were expended accompanied by documentary evidence substantiating this financial statement; and

- (i) certification that the Grant was expended in accordance with this deed.

Annexure C

Community Zero Emissions Grants Project Application Form

(Project application form attached here)

Attachment A: ARRANGEMENTS BRIEF

FUNCTION:	Announcement of successful recipients of round three of the Community Zero Emissions grants and round five of the Community Garden grants.
VENUE:	Wybalena Grove Community Garden - previous Community Garden grant recipient (tennis court converted to community garden) Wybalena Grove, Cook Map at <u>Attachment A</u> (https://goo.gl/maps/fs55GsrXVBiNU6nP9)
HOST:	Name: Ros Malouf Mobile: 0413 247 122
DAY:	Friday
DATE:	27 September 2019
TIME:	11am – 12pm
TIME COMMITMENT:	1 hour
CATERING:	N/A
DRESS CODE:	Business
YOUR ROLE:	To formally announce the successful grant recipients. Talking points have been provided at <u>Attachment C</u>
WHERE TO PARK:	A parking space will be allocated for the Minister as at <u>Attachment A</u>
WHO WILL MEET YOU:	Ros Malouf will meet the Minister and advisor at the event.
ADVISOR ATTENDING:	Yes
AUDIENCE:	Approximately 20-30 guests made up of grant recipients and local residents of the Wybalena Grove Complex.
VIPs:	N/A
PAST INVOLVEMENT:	You have previously launched both the Community Zero Emissions and Community Gardens Grants

Shane Rattenbury MLA - Arrangements brief

SENSITIVITIES:	There are no known funding or policy sensitivities.
ORDER OF CEREMONIES	11:00am: Minister Rattenbury and other guests due to arrive. 11:10am: Minister Rattenbury speaks, officially announcing the successful grant recipients. 11:20am: Media interviews/photos. 11:30pm: Event concludes – light refreshments provided.
MEDIA:	A media Alert and media release is at <u>Attachment B</u> .
SOCIAL MEDIA ACCOUNTS	A number of the grant recipients have social media accounts which could be provided to the Ministers office for social media posts.
OUTSTANDING REGULATORY ISSUES	The Community Gardens grants have met all regulatory guidelines in relation to land use.

TALKING POINTS FOR Announcement of Community Zero Emissions and Community Gardens Grants Recipients

Acknowledgements

- **Traditional owners:** I acknowledge the traditional custodians of the land we are meeting on, the Ngunnawal people. I acknowledge and respect their continuing culture and the contribution they make to the life of this city and this region.
- Today I have the privilege of announcing the successful recipients for both the Community Zero Emissions and Community Gardens Grants.
- These grants have already supported over 40 projects, with a total of more than \$370,000 of funding awarded since 2015.
- The ACT continues to be a leader in climate change action and sustainability. With the recent release of the ACT Climate Change Strategy 2019-25 setting out new measures to further reduce emissions and increase our resilience to unavoidable climate change impacts.
- Innovative grass roots community projects are vital and these Grants aim to inspire, engage and facilitate the community to take action.
- We received more than 40 applications across the two grant programs, attracting strong interest from the community. Highlighting the importance placed on reducing emissions and encouraging sustainable action within our community.
- Previous grant recipient Wybalena Grove are our hosts today. They have done an amazing job turning an underutilised tennis court into a vibrant community garden.
- It has been encouraging to see the innovative ways organisations and individuals are tackling complex issues with practical and engaging solutions.
- The successful grant recipients from this round are no exception.

COMMUNITY ZERO EMISSIONS GRANTS ROUND THREE RECIPIENTS

Applicant Organisation	Funding Amount	Project title	Project summary
Australian Dance Party Ltd	\$24,952	Move to Zero 2.0: It's Electrifying	<p>"Move to Zero 2.0: It's Electrifying" builds on the success of the initial campaign which reached over 90,000 people.</p> <p>This campaign will specifically zoom in on the use of sustainable and active modes of transport, including electric vehicles.</p>
SEE-Change	\$24,985	Future Film	<p>Future Film is a short film competition and festival, with the theme of Reimagining Canberra's Future, designed for the young people of Canberra. The aim of this project is to capture and support the enthusiasm of young environmentalists, while also introducing sustainability to those with little experience in this critical time.</p>
Conservation Council ACT Region	\$24,620	Make the Switch - getting off gas to an all-electric home	<p>The Make the Switch project will support Canberra homeowners on how to switch their homes from gas to electricity. Through an informative website, case studies, fact sheets and short, informative videos.</p>
Canberra Environment Centre	\$24,650	Canberra Community Bike Workshop	<p>The Canberra Community Recyclery will be a physical place where volunteers can service and repair bicycles in order to make active transport as accessible as possible to the Canberra community.</p>
JT Clay	\$11,650	The Carbon Diet	<p>'The Carbon Diet' is a real life communication project about cutting an individual's carbon footprint by 75%. A different experiment will be conducted each week testing common environmental tips to see which ones actually reduce carbon.</p>
Hackett Community Organisation	\$24,260	The Hackett Compost Collective	<p>This project will be a demonstration of a manually operated, hot and continually productive composter in a community area to engage the Hackett community encouraging source separation from their kitchen organics. It will generate social excitement around organics recycling and low resource living through public information sessions, working bees, a fun and engaging flyer series and social media campaign.</p>
Pre POWER ONE Co-op	\$25,000	PrePower Co-operative One - solar for all households	<p>PrePower Co-operative aims to further accelerate community investment in renewable electricity generation by exploring different pathways and mechanisms for a co-operative system.</p>

COMMUNITY GARDENS GRANTS ROUND FIVE RECIPIENTS

Applicant Organisation	Funding Amount	Project title	Project summary
Church of the Good Shepherd	\$5,403	Community Garden	A meeting place for social interaction to residents of the surrounding flats/apartment complexes. The garden will provide free nutritious vegetables to the local community along with teaching gardening skills and expanding knowledge.
Units Plan 4391	\$5,656	Laurana Community Gardens	Create ongoing sources of produce that provide clean, nutritious food, as well as education and opportunities for social cohesion for members of the community who walk through or past their Terraces.
Canberra Seed Saver's Cooperative Ltd	\$4,688	Canberra Seed Savers' Mobile Seed Libraries	The Mobile Seed Libraries for community gardeners will "lend" seeds and provide seed saving education, inspiration and support to community gardens and community groups.
Giralang Parents and Citizens	\$4,705	Giralang Garden Collective	This project will enhance the school grounds to benefit students and the wider community by establishing the Giralang Garden Collective (GGC), a school focused community garden.
University of Canberra Union	\$2,100	Sustainable Water Usage	Enhance the existing volunteer run Community Garden at the University of Canberra campus through the installation of a drip-line irrigation system.
Baringa Child Care Centre Association	\$3,179	Baringa Community Bush Tucker Garden	A collaborative project providing preschool children with an educational, sustainable and insightful Aboriginal cultural experience and hands-on way to promote healthy living.
Canberra City Farm Incorporated	\$4,000	Enhancement of community garden/orchard	Enhance existing Canberra City Farm community garden through purchase of vital propagation, crop protection and orchard maintenance equipment.
Self Help Organisations United Together Inc	\$9,761	Pearce Inclusive Garden Space	Provide garden spaces for rest and relaxation and sensory plantings and accessible structures so people with disabilities who are in wheelchairs are able to enjoy the gardens, colours, shapes and smells.
Acacia Gardens Owners Corp	\$1,795	Community Wellness Project	Establish a more structured community gardens project with scheduled working bees and fundraising BBQs to encourage a sense of community in the complex.
Belconnen Community Service Inc	\$7,830	"Ngulli to Dyandai". - "food to cook".	The community garden will be a place to share the 'joy' of caring for the environment and be active participants. National Disability Insurance Scheme (NDIS) and aged care groups will access the gardens as part of their social interactions and connection with community.
Canberra Organic Growers Society, Inc	\$1,114	Community Garden - Improved Fencing	Upgrade to fencing at existing community garden, providing visual separation, windbreak, and support screening plants to grow.

BACKGROUND/SENSITIVITIES

Community Zero Emissions

- The 2017/18 Budget allocated \$550,000 (ex GST) in funding over four years to support the Community Zero Emissions Grants Program. Funding is available for eligible organisations and sponsored individuals to develop initiatives, programs and projects which support the ACT's transition to net zero emissions by 2045.
- Two rounds have been successfully delivered, with 12 projects funded.
- Round Three was open from 3 May 2019 to 30 June 2019, with 20 applications received.
- The priority areas for round three were transport and transitioning away from gas, though any project supporting the community towards net zero emissions were encouraged.

Community Gardens Grants

- The Community Gardens Grants program is in the fifth round of delivery, supporting the development and expansion of community gardens across Canberra. There have been four rounds delivered with 29 projects supported.
- Round Five was open from 25 June 2019 to 28 July 2019, with 22 applications received.
- Community Gardens Grants were originally offered as a Parliamentary Agreement for the 8th Assembly for the Australian Capital Territory under Initiative 7.5 'Growing Community Gardens' and committed through a successful budget bid.

Approved by: Gene McGlynn

16 September 2019

File note

9 October 2019

ITEM	AMOUNT	GST	TOTAL
Professional work	\$10,500.00	\$0	\$10,500.00
ACT Writers Centre auspice fee	\$1,150.00	\$115	\$1,265
TOTAL			\$11,765

Jo Clay (who is not registered for GST) is being auspiced by ACT Writers Centre (who are GST registered).

Usually, if the project proponent is GST registered we would pay a 10% GST top-up on the total approved funding amount (which is always GST exclusive). In this case, we have suggested separating Jo's professional work (to which the GST is not applied) from the ACT Writers Centre auspice fee (to which we assume GST does apply).

From: Kilham, Emily
Sent: Thursday, 24 October 2019 1:48 PM
To: Paul Bissett
Cc: Jo Clay
Subject: FW: Revised Deed of Grant for signature - Community Zero Emissions [SEC=UNCLASSIFIED]
Attachments: CZER300010 - Deed of Grant - JT Clay - Revised.pdf; Jo's signed page.pdf

UNCLASSIFIED

Hi [REDACTED]

Sorry for any confusion. It was my understanding that Jo had sent you the signing page with her signature on 11 October (see below), though I now notice that the name next the email address is Kelli-anne Moore and not yours.

Both documents (signing page and full Deed of Grant) are attached.

Kind regards,
Emily

From: Jo Clay [REDACTED]
Sent: Friday, 11 October 2019 7:43 PM
To: Kilham, Emily <Emily.Kilham@act.gov.au>; [REDACTED]
Subject: Fwd: Revised Deed of Grant for signature - Community Zero Emissions [SEC=UNCLASSIFIED]

Hi [REDACTED]

Attached is my signed page to the Deed of Grant. I have checked the budget and milestones and I am able to deliver on this and provide the quarterly reporting.

Can you sign and have witnessed as 'Signature of Recipient or authorised officer' and return to Emily and i?

Thank you!

Cheers,
Jo.

----- Forwarded message -----

From: Kilham, Emily <Emily.Kilham@act.gov.au>
Date: Fri, 11 Oct 2019 at 15:20
Subject: Revised Deed of Grant for signature - Community Zero Emissions [SEC=UNCLASSIFIED]
To: Jo Clay [REDACTED]

UNCLASSIFIED

Hi Jo,

Apologies for the delay in getting back to you. I now have the revised Deed of Grant (with your updated milestone dates) ready for signature (see attached). When you have the Deed signed, please remember not to date it (that will be done by our delegate).

ACT Writers can send in the invoice along with the signed Deed.

Regards,

Emily

From: Jo Clay [REDACTED]
Sent: Thursday, 26 September 2019 11:48 AM
To: Kilham, Emily <Emily.Kilham@act.gov.au>
Subject: Re: Draft Deed of Grant - Community Zero Emissions [SEC=UNCLASSIFIED]

Thanks Emily!

The grant decision process took longer than I expected so the project's starting later than planned. I've adjusted all my timeframes in Sched 1 and I've also attached my revised project plan. I can deliver on budget & within the 12 months.

Cheers,

Jo.

On Wed, 25 Sep 2019 at 16:22, Kilham, Emily <Emily.Kilham@act.gov.au> wrote:

Dear Jo,

I have now prepared your draft Deed of Grant (see attached). Could I please ask you to have a look through it and let me know if you need to make any adjustments (e.g. to the timing of milestones). I have also attached a copy of Schedules 1–3 in Word and request that you make any proposed adjustments in the Track Changes mode and then return the edited version to me at your earliest convenience.

Once we have agreed on any adjustments I can send you a final version for signing (by the ACT Writers Centre).

As soon as we have executed the Deed of Grant, you can submit an invoice for payment.

Please don't hesitate to contact me if you have any questions.

Kind regards,

Emily

Emily Kilham | Program Officer

Phone: 02 6205 9725 | Email: Emily.Kilham@act.gov.au

Actsmart | Sustainability Programs | Environment, Planning and Sustainable Development Directorate | ACT Government

Level 2 Dame Pattie Menzies House Dickson ACT | GPO Box 158 Canberra City ACT 2601 | www.actsmart.gov.au

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AUSTRALIAN CAPITAL TERRITORY

DEED OF GRANT

Dated

_____ 2019

Parties

AUSTRALIAN CAPITAL TERRITORY

ACT Writers Centre on behalf of JT Clay

ABN: 31 707 029 530

Project Title: The Carbon Diet

Prepared by

Environment Planning and Sustainable Development
Directorate

Level 2 Dame Pattie Menzies House North

16 Challis Street

Dickson ACT 2602

Ph: 6205 7036

Ref: CZER300010

Version

Version _____

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Territory**) represented by the **Environment Planning and Sustainable Development Directorate**

ACT Writers Centre on behalf of JT Clay

ABN: 31 707 029 530

Address: Gorman Arts Centre, 55 Ainslie Ave

Braddon ACT 2612

(Recipient).

BACKGROUND

The Territory has agreed to make and the Recipient has agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Deed.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

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

Contact Officer means, in relation to each party, the representatives whose names and contact details are specified in **Item 5 Schedule 1**, or as notified in writing from time to time by one party to the other.

Funded Activity means the activity described in **Schedule 2**.

Grant means the amount specified in **Item 2 Schedule 1** and any interest accruing on that amount after it has been paid to the Recipient.

Grant Material means all material created, written or otherwise brought into existence as part of, or for the purpose of carrying out the Funded Activity including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.

Grant Period means the period specified in **Item 1 Schedule 1**, and if extended, the initial period and the extended period.

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

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

Invoice means an invoice that:

- (1) if GST is payable in respect of any taxable supply made under this Deed, is a valid tax invoice for the purposes of the GST Act;
- (2) clearly sets out the details of the Funded Activity undertaken or to be undertaken and the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity;
- (3) sets out or is accompanied by any other details or reports required under this Deed; and
- (4) is rendered at the times specified in **Item 2 Schedule 1** (if any) and addressed to the Territory's Contract Officer.

Special Condition means any provision set out in **Schedule 3**.

Territory means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).

1.2 General

In this Deed, unless a contrary intention is expressed:

- (1) references to "Recipient" includes any employees, agents or subcontractors of the Recipient;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (4) “include” is not to be construed as a word of limitation;
- (5) headings have no effect on the interpretation of the provisions; and
- (6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

2. Payment and Use of Grant

2.1 Payment of Grant

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

2.2 Use of Grant

The Recipient must:

- (1) use the Grant only for the Funded Activity;
- (2) undertake the Funded Activity diligently and otherwise in accordance with this Deed; and
- (3) complete the Funded Activity by the end of the Grant Period.

3. Grant Period

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

4. Separate accounting for Grant

4.1 Separately account for Grant

The Recipient must, within its accounting system, account for the Grant separately from any other funds of the Recipient.

4.2 Bank account

If required by the Territory, the Recipient will deposit and hold in a separate bank account the Grant, and must:

- (1) promptly notify the Territory of:
 - (a) the details of that account, and
 - (b) any change to that account.

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

5. GST

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of supplies to the Territory that are taxable supplies under the GST Act.

6. Records

6.1 Obligation to keep records

The Recipient must:

- (1) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;
- (2) provide a complete and detailed record and explanation of:
 - (a) expenditure of the Grant,
 - (b) other money received and spent on the Funded Activity,
 - (c) the progress of the Funded Activity, and
 - (d) any other records in respect of the Funded Activity, that the Territory may reasonably require from time to time; and
- (3) retain the records referred to in this clause for at least 7 years following the completion of the Funded Activity or the expiration or termination of this Deed, whichever occurs first.

6.2 Access

- (1) To audit the Recipient's compliance with this Deed, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Funded Activity.
- (2) The Recipient must:
 - (a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under **clause 6.2(1)**, and

- (b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

6.3 Territory's Auditor-General

Any of the Territory's rights under this **clause 6** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

7. Reporting of progress and expenditure

7.1 Progress reports

The Recipient must provide written reports to the Territory relating to the progress of the Funded Activity and expenditure of the Grant in the manner and at the times required in **Item 3 Schedule 1**.

7.2 Other notifications

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Deed.

8. Acknowledgement of Funding

8.1 Acknowledgement of Territory support

The Recipient must in relation to the Funded Activity:

- (1) acknowledge the support of the Territory in any public event, media release or media coverage; and
- (2) include an acknowledgement in the form set out in **Item 6 Schedule 1** in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

8.2 Other obligations

The Recipient must:

- (1) in relation to the material referred to in **clause 8.1(2)**, promptly provide to the Territory:
 - (a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and

- (b) a copy of that material; and
- (2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

9. Intellectual Property Rights

9.1 Ownership of Grant Material

Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient.

9.2 Licence to Territory

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.

9.3 Meaning of “use”

For the purpose of **clause 9**, “use” includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

10. Insurance and Indemnity

10.1 Recipient’s insurance

The Recipient must effect and maintain for the Grant Period:

- (1) all insurance coverage required by it by law;
- (2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 4(1) Schedule 1** in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and
- (3) any other insurance specified in **Item 4(2) Schedule 1**,

with an insurer having a Standard and Poor’s or Best’s Rating A- or better and must produce evidence of that insurance as required by the Territory.

10.2 Indemnity

The Recipient indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Recipient, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage or injury.

11. Termination of Grant

11.1 Breach

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

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to:
 - (a) commence the Funded Activity in a timely manner,
 - (b) undertake the Funded Activity diligently, or
 - (c) meet any timeframes specified in this Deed; or
- (3) commits any other breach of a provision of this Deed, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or
 - (b) is not capable of being remedied.

11.2 Termination or reduction of funding for any reason

The Territory may, at any time by written notice to the Recipient, terminate this Deed or reduce the funding for the Funded Activity for any reason, and in that event the Recipient must:

- (1) in the event of termination, comply with the notice and **clause 12**; or
- (2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

11.3 No prejudice

Nothing in this **clause 11** prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

12. Refund of Grant

12.1 Repayment of unacquitted funds

At the end of the Grant Period, or earlier termination of this Deed, the Recipient

must:

- (1) unless otherwise required under this Deed, within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and
- (2) promptly repay any or all of the Grant that remains unacquitted.

12.2 Meaning of unacquitted funds

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

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

13. Dispute Resolution

13.1 Negotiation and Mediation of Dispute

- (1) If a difference or dispute (**Dispute**) arises in relation to this Deed, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake a mediation process.
- (2) If a mediation process is undertaken in accordance with **clause 13.1(1)** the mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will equally share the costs of the engagement of the mediator.

13.2 No prejudice

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

14. Variation

14.1 Variation to Funded Activity

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

- (1) the Funded Activity or work programs;
- (2) the Funded Activity's objectives or outcomes;

(3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity; and

(4) the Grant Period.

14.2 Variation to Deed

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Grant Period.

15. General

15.1 No assignment

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

15.2 Conflict of interest

The Recipient warrants that at the start of the Grant Period no conflict of interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Deed and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

15.3 No employment, partnership or agency relationship

Nothing in this Deed constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Recipient must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

15.4 Entire Agreement

This Deed comprises the entire agreement between the parties in relation to the Grant and the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and agreements.

15.5 Severability

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void

or unenforceable provision.

15.6 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

15.7 Compliance with laws and governing law

- (1) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.
- (2) This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

15.8 Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;
- (3) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

15.9 Forms and statements

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

15.10 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Deed then, to the extent of any inconsistency, the Special Condition will prevail.

15.11 Survival of clauses

Clauses 6, 7.1, 9.2, 10.2 and **12** will survive the expiration or earlier termination of this Deed.

SCHEDULE 1

GRANT DETAILS

- Item 1. Grant Period**
See clauses 1.1 and 3
- For a period of 12 months from the date of signing of the Agreement.
- Item 2. Grant**
See clauses 1.1 and 2.1
- (1) Grant: \$11,765.00 (including GST)
 - (2) The Grant is payable as a lump sum. An Invoice may be rendered on or after the date of this Deed.
 - (3) Except if otherwise stated in this Deed, the Grant is:
 - (a) payable within 30 days of receipt by the Territory of an Invoice; and
 - (b) inclusive of GST and all other taxes, duties and charges.
- Item 3. Reporting and Acquittal**
See clause 7.1
- (1) A quarterly report is required to be completed at 3 month intervals from the date that Grant funding is received containing all of the information and substantially in the form of the document annexed to this Deed and marked "Annexure A"
 - (2) A completed evaluation and financial report is required within 30 days of the end of the Grant period or earlier termination of this Deed
 - (3) The completed evaluation and financial report must contain all of the information and be substantially in the form of the document annexed to this Deed and marked "Annexure B".
- Item 4. Other insurance requirements**
See clause 10.1
- (1) Public Liability Insurance: \$10,000,000
 - (2) Other Insurance: Not used.

Item 5. Contact Officers

See clauses 1.1 and 15.8

For the Territory:

Emily Kilham
Sustainability Programs
Environment, Planning and Sustainable
Development Directorate
Level 2 Dame Pattie Menzies House North
16 Challis St
Dickson ACT 2602
Phone: 02 6205 9725
Email: Emily.Kilham@act.gov.au

For the Recipient:

Recipient contact details:

Jo Clay



Item 6. Form of Acknowledgement

See clause 8.1

With assistance from the ACT Government under the ACT Community Zero Emissions Grants Program.

SCHEDULE 2

THE FUNDED ACTIVITY

Item 1. Project Plan

As per application annexed to this Deed and marked "Annexure C" taking into account variation of dates of current project timeline (12 months from date of signing of deed).

Milestone	Start date	Finish Date	Location
Run carbon reduction experiment - Baseline on Transport & publish blog post	28 October 2019	3 November 2019	Canberra
Run carbon reduction experiment - active transport & publish blog post	4 November 2019	10 November 2019	Canberra
Run carbon reduction experiment - public transport & publish blog post	11 November 2019	18 November 2019	Canberra
Run carbon reduction experiment - alternatives to internal combustion engine car & publish blog post	18 November 2019	25 November 2019	Canberra
Publish article on Canberra's energy and transition away from gas	1 November 2019	15 February 2020	Canberra

Milestone	Start date	Finish Date	Location
Conclude other carbon reduction experiments on offsets, people and data (no CZE funds sought, self-funded)	December 2019	January 2020	Canberra
Publish article on Canberra's transport	January 2020	March 2020	Canberra
Deliver at least 4 community talks on 'The Carbon Diet'	1 May 2020	30 August 2020	Canberra
Publish articles in community newsletters and local magazines about The Carbon Diet	1 May 2020	30 August 2020	Canberra
Finalise manuscript for 'The Carbon Diet' book - CZE funds sought for transport chapters	1 January 2020	30 June 2020	Canberra

Item 2. Budget

As per application annexed to this Deed and marked "Annexure C" taking into account variation of budget items in agreement with the Territory.

Expenditure Description	Expenditure Type	Basis of Costing	CZE Grant Funding (\$)	Other sources (\$)	Total (\$)
Strikingly website annual fees	project and production	I use Strikingly as my web development platform. This is their annual fee.		\$275.00	\$275.00
Canva design software	project and production	I use Canva for my web design and illustrations for articles and presentations. This is their annual fee.		\$171.00	\$171.00
Manuscript appraisal	salaries and wages	I have arranged two professional manuscript appraisals for my book and submission package to be delivered at no charge. This is the ACT Writers Centre rate on MS appraisals.		\$1,040.00	\$1,040.00
Expert input	salaries and wages	I will get input from 6 subject matter experts into my book and topics (already arranged).		\$900.00	\$900.00
My work (in-kind volunteer contribution)	salaries and wages	In-kind work contribution of research, organising, writing articles, preparing & delivering talks, web development etc @ \$28.50 x 60		\$1,710.00*	\$1,710.00

		hours over 7 months			
Three months business insurance (Allianz)	other expenditure	I've already paid my business insurance to early March 2020. I'll pay the balance for the rest of this grant.		\$215.00	\$215.00
Professional work	salaries and wages	I seek grant funds for 140 hours of my professional work at a rate of \$75 per hour over 7 months for running carbon accounting on transport for four weeks, professional writing, editing and speaking	\$10,500.00*		\$10,500.00
ACT Writers Centre auspice fee (administration)	administrative and infrastructure	ACT Writers Centre will auspice my grant and charge a 10% fee of the grant funds sought to do so. This is an administration fee.	\$1,150.00		\$1,150.00
		TOTAL (ex GST)	\$11,650.00	\$4,311.00	\$15,961.00
		TOTAL (inc GST)	\$11,765.00	\$4,571.10	\$16,336.10

*No GST will be included for this figure as the individual providing the services is not registered for GST.

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

Not used.

SIGNED AS A DEED ON2018

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY in the)
presence of:) Signature of Territory delegate

.....
Signature of witness

.....
Print name

.....
Print name

SIGNED for and on behalf of)
ACT Writers Centre on behalf of JT Clay)
ABN: 31 707 029 530) Signature of Recipient or authorised
in the presence of: officer*

*delete whichever is not applicable (see note below)

.....
Signature of witness

.....
Print name and position

.....
Print name

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

.....
Print name and position



Note:

Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.

Individual: Must be signed by the individual Recipient and witnessed.

Incorporated Association: Must be signed in accordance with the Recipient's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.

Annexure A

Community Zero Emissions Grants Program Quarterly Report

Question 1.

Have you met all the milestones that your project plan (Schedule 2, Item 1) marked for completion by this date?

Question 2.

Have any issues arisen that have delayed your project or decreased the potential of your project?

Question 3.

Do you have any good news stories to report about your project? Please provide photos.

Annexure B

Community Zero Emissions Grants Program Evaluation and Financial Report

Please provide:

- (a) a summary of all actions taken in relation to the Funded Activity;
- (b) a summary of progress or achievements made against the activities, milestones and key dates in the Approved Plan;
- (c) a description of how the Funded Activity was carried out;
- (d) the results of the Funded Activity against the Funded Activity outcomes;
- (e) a summary of what difficulties in performing the Funded Activity (if any) have been encountered by the Recipient and the action taken to remedy these difficulties;
- (f) any significant promotional material used or created in the course of the Funded Activity;
- (g) any statistics collected in the course of the Funded Activity;
- (h) a financial statement specifying the manner in which, and the purpose for which the Grant Recipient's contribution and other contributions were expended accompanied by documentary evidence substantiating this financial statement; and
- (i) certification that the Grant was expended in accordance with this deed.

Annexure C
Community Zero Emissions Grants Project Application Form

(Project application form attached here)

SIGNED AS A DEED ON2018

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY in the)
presence of:) Signature of Territory delegate

.....
Signature of witness

.....
Print name

.....
Print name

SIGNED for and on behalf of
ACT Writers Centre on behalf of JT Clay
ABN: 31 707 029 530
in the presence of:

[Redacted]

) Signature of Recipient or authorised officer*

*delete whichever is not applicable (see note below)

[Redacted]
.....
Signature of witness

[Redacted]

Print name and position

[Redacted]

.....
Print name

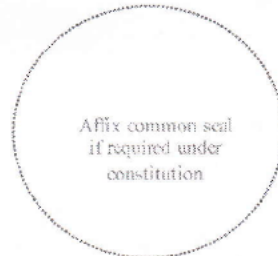
[Redacted]

Signature of second authorised officer*

*see note below

Joy Clay (grant recipient)

.....
Print name and position



Note:

Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.

Individual: Must be signed by the individual Recipient and witnessed.

Incorporated Association: Must be signed in accordance with the Recipient's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cwth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.

From: [REDACTED]
Sent: Thursday, 24 October 2019 1:55 PM
To: Kilham, Emily; Jo Clay
Subject: RE: Waiting on signed Deed of Grant - Community Zero Emissions [SEC=UNCLASSIFIED]
Attachments: CZER300010 - Deed of Grant - JT Clay - Revised-signed.pdf

Hi Jo and Emily,

Please find attached the signed deed.

I will send the invoice shortly.

Many thanks

[REDACTED]
[REDACTED]
ACT Writers Centre

p: [REDACTED]
m: [REDACTED]
w: www.actwriters.org.au

The ACT Writers Centre is supported by the ACT Government, Australia Council, Eden Roads Wines, Bytes 'n Colours, University of Canberra, Harry Hartog and Ainslie and Gorman Arts Centres.

From: [REDACTED]
Sent: Thursday, October 24, 2019 1:50:51 PM
To: Kilham, Emily <Emily.Kilham@act.gov.au>; Jo Clay [REDACTED]
Subject: RE: Waiting on signed Deed of Grant - Community Zero Emissions [SEC=UNCLASSIFIED]

Hi Jo and Emily – I do beg your pardon, I have found the grant to sign and will sign and send it very shortly.

Cheers and thanks

[REDACTED]
[REDACTED]
ACT Writers Centre

p: [REDACTED]
m: [REDACTED]
w: www.actwriters.org.au

The ACT Writers Centre is supported by the ACT Government, Australia Council, Eden Roads Wines, Bytes 'n Colours, University of Canberra, Harry Hartog and Ainslie and Gorman Arts Centres.

From: Paul Bissett <director@actwriters.org.au>
Sent: Thursday, October 24, 2019 1:39:13 PM
To: Kilham, Emily <Emily.Kilham@act.gov.au>; Jo Clay <j [REDACTED]>
Subject: RE: Waiting on signed Deed of Grant - Community Zero Emissions [SEC=UNCLASSIFIED]

Hi Emily – thanks for your email. I don't believe I've received the grant to sign. Could you please forward it to me at your earliest convenience?

Many thanks



ACT Writers Centre

p: [Redacted]

m: [Redacted]

w: www.actwriters.org.au

The ACT Writers Centre is supported by the ACT Government, Australia Council, Eden Roads Wines, Bytes 'n Colours, University of Canberra, Harry Hartog and Ainslie and Gorman Arts Centres.

From: Kilham, Emily <Emily.Kilham@act.gov.au>
Sent: Wednesday, October 23, 2019 10:28:35 AM
To: Jo Clay [Redacted]
Cc: [Redacted]
Subject: Waiting on signed Deed of Grant - Community Zero Emissions [SEC=UNCLASSIFIED]

UNCLASSIFIED

Hi Jo,

Thanks for your email. I have unfortunately not yet received the signed Deed from ACT Writers. I need to have this before I can have it countersigned by our delegate. ACT Writers will also need to send me an invoice so that I can organise to have the grant funds paid.

The invoice should be addressed to:

Environment, Planning and Sustainable Development Directorate
ACT Government
GPO Box 158
Canberra ACT 2601

Attn: Emily Kilham

As discussed in an earlier email, the invoice should be itemised to separate out your professional work and the ACT Writers' auspice fee (which we assume would have GST applied to it because they are registered for GST). i.e.:

ITEM	AMOUNT	GST	TOTAL
Professional work	\$10,500.00	\$0	\$10,500.00
ACT Writers Centre auspice fee	\$1,150.00	\$115	\$1,265
TOTAL			\$11,765

Please also include an invoice number and the following reference:

Community Zero Emissions Round 3
Ref.: CZER300010

Please let me know if you need any assistance.

Regards,
Emily

From: Jo Clay [REDACTED]
Sent: Wednesday, 23 October 2019 10:04 AM
To: Kilham, Emily <Emily.Kilham@act.gov.au>
Subject: Fwd: Revised Deed of Grant for signature - Community Zero Emissions [SEC=UNCLASSIFIED]

Hi Emily,

Have we got all the paperwork in place for this grant?

Now for the really important question - how do I get the funds? Do I invoice [REDACTED] at the Writer's Centre? If so, pls let me know when he'll receive the funds from ACT Gov't and I'll bill him after that.

Thank you!

Cheers,
Jo.

----- Forwarded message -----

From: Jo Clay [REDACTED]
Date: Fri, 11 Oct 2019 at 19:43
Subject: Fwd: Revised Deed of Grant for signature - Community Zero Emissions [SEC=UNCLASSIFIED]
To: Kilham, Emily <Emily.Kilham@act.gov.au>, [REDACTED]

Hi [REDACTED]

Attached is my signed page to the Deed of Grant. I have checked the budget and milestones and I am able to deliver on this and provide the quarterly reporting.

Can you sign and have witnessed as 'Signature of Recipient or authorised officer' and return to Emily and i?

Thank you!

Cheers,
Jo.

----- Forwarded message -----

From: Kilham, Emily <Emily.Kilham@act.gov.au>
Date: Fri, 11 Oct 2019 at 15:20
Subject: Revised Deed of Grant for signature - Community Zero Emissions [SEC=UNCLASSIFIED]
To: Jo Clay [REDACTED]

UNCLASSIFIED

Hi Jo,

Apologies for the delay in getting back to you. I now have the revised Deed of Grant (with your updated milestone dates) ready for signature (see attached). When you have the Deed signed, please remember not to date it (that will be done by our delegate).

ACT Writers can send in the invoice along with the signed Deed.

Regards,
Emily

From: Jo Clay [redacted] >
Sent: Thursday, 26 September 2019 11:48 AM
To: Kilham, Emily <Emily.Kilham@act.gov.au>
Subject: Re: Draft Deed of Grant - Community Zero Emissions [SEC=UNCLASSIFIED]

Thanks Emily!

The grant decision process took longer than I expected so the project's starting later than planned. I've adjusted all my timeframes in Sched 1 and I've also attached my revised project plan. I can deliver on budget & within the 12 months.

Cheers,
Jo.

On Wed, 25 Sep 2019 at 16:22, Kilham, Emily <Emily.Kilham@act.gov.au> wrote:

Dear Jo,

I have now prepared your draft Deed of Grant (see attached). Could I please ask you to have a look through it and let me know if you need to make any adjustments (e.g. to the timing of milestones). I have also attached a copy of Schedules 1–3 in Word and request that you make any proposed adjustments in the Track Changes mode and then return the edited version to me at your earliest convenience.

Once we have agreed on any adjustments I can send you a final version for signing (by the ACT Writers Centre).

As soon as we have executed the Deed of Grant, you can submit an invoice for payment.

Please don't hesitate to contact me if you have any questions.

Kind regards,

Emily

Emily Kilham | Program Officer
Phone: 02 6205 9725 | Email: Emily.Kilham@act.gov.au
Actsmart | Sustainability Programs | Environment, Planning and Sustainable Development Directorate | ACT Government
Level 2 Dame Pattie Menzies House Dickson ACT | GPO Box 158 Canberra City ACT 2601 | www.actsmart.gov.au

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AUSTRALIAN CAPITAL TERRITORY

DEED OF GRANT

Dated

_____ 2019

Parties

AUSTRALIAN CAPITAL TERRITORY

ACT Writers Centre on behalf of JT Clay

ABN: 31 707 029 530

Project Title: The Carbon Diet

Prepared by

Environment Planning and Sustainable Development
Directorate

Level 2 Dame Pattie Menzies House North

16 Challis Street

Dickson ACT 2602

Ph: 6205 7036

Ref: CZER300010

Version

Version _____

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Territory**) represented by the **Environment Planning and Sustainable Development Directorate**

ACT Writers Centre on behalf of JT Clay

ABN: 31 707 029 530

Address: Gorman Arts Centre, 55 Ainslie Ave

Braddon ACT 2612

(Recipient).

BACKGROUND

The Territory has agreed to make and the Recipient has agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Deed.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

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

Contact Officer means, in relation to each party, the representatives whose names and contact details are specified in **Item 5 Schedule 1**, or as notified in writing from time to time by one party to the other.

Funded Activity means the activity described in **Schedule 2**.

Grant means the amount specified in **Item 2 Schedule 1** and any interest accruing on that amount after it has been paid to the Recipient.

Grant Material means all material created, written or otherwise brought into existence as part of, or for the purpose of carrying out the Funded Activity including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.

Grant Period means the period specified in **Item 1 Schedule 1**, and if extended, the initial period and the extended period.

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

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

Invoice means an invoice that:

- (1) if GST is payable in respect of any taxable supply made under this Deed, is a valid tax invoice for the purposes of the GST Act;
- (2) clearly sets out the details of the Funded Activity undertaken or to be undertaken and the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity;
- (3) sets out or is accompanied by any other details or reports required under this Deed; and
- (4) is rendered at the times specified in **Item 2 Schedule 1** (if any) and addressed to the Territory's Contract Officer.

Special Condition means any provision set out in **Schedule 3**.

Territory means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).

1.2 General

In this Deed, unless a contrary intention is expressed:

- (1) references to "Recipient" includes any employees, agents or subcontractors of the Recipient;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (4) “include” is not to be construed as a word of limitation;
- (5) headings have no effect on the interpretation of the provisions; and
- (6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

2. Payment and Use of Grant

2.1 Payment of Grant

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

2.2 Use of Grant

The Recipient must:

- (1) use the Grant only for the Funded Activity;
- (2) undertake the Funded Activity diligently and otherwise in accordance with this Deed; and
- (3) complete the Funded Activity by the end of the Grant Period.

3. Grant Period

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

4. Separate accounting for Grant

4.1 Separately account for Grant

The Recipient must, within its accounting system, account for the Grant separately from any other funds of the Recipient.

4.2 Bank account

If required by the Territory, the Recipient will deposit and hold in a separate bank account the Grant, and must:

- (1) promptly notify the Territory of:
 - (a) the details of that account, and
 - (b) any change to that account.

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

5. GST

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of supplies to the Territory that are taxable supplies under the GST Act.

6. Records

6.1 Obligation to keep records

The Recipient must:

- (1) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;
- (2) provide a complete and detailed record and explanation of:
 - (a) expenditure of the Grant,
 - (b) other money received and spent on the Funded Activity,
 - (c) the progress of the Funded Activity, and
 - (d) any other records in respect of the Funded Activity, that the Territory may reasonably require from time to time; and
- (3) retain the records referred to in this clause for at least 7 years following the completion of the Funded Activity or the expiration or termination of this Deed, whichever occurs first.

6.2 Access

- (1) To audit the Recipient's compliance with this Deed, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Funded Activity.
- (2) The Recipient must:
 - (a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under **clause 6.2(1)**, and

- (b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

6.3 Territory's Auditor-General

Any of the Territory's rights under this **clause 6** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

7. Reporting of progress and expenditure

7.1 Progress reports

The Recipient must provide written reports to the Territory relating to the progress of the Funded Activity and expenditure of the Grant in the manner and at the times required in **Item 3 Schedule 1**.

7.2 Other notifications

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Deed.

8. Acknowledgement of Funding

8.1 Acknowledgement of Territory support

The Recipient must in relation to the Funded Activity:

- (1) acknowledge the support of the Territory in any public event, media release or media coverage; and
- (2) include an acknowledgement in the form set out in **Item 6 Schedule 1** in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

8.2 Other obligations

The Recipient must:

- (1) in relation to the material referred to in **clause 8.1(2)**, promptly provide to the Territory:
 - (a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and

- (b) a copy of that material; and
- (2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

9. Intellectual Property Rights

9.1 Ownership of Grant Material

Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient.

9.2 Licence to Territory

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.

9.3 Meaning of “use”

For the purpose of **clause 9**, “use” includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

10. Insurance and Indemnity

10.1 Recipient’s insurance

The Recipient must effect and maintain for the Grant Period:

- (1) all insurance coverage required by it by law;
- (2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 4(1) Schedule 1** in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and
- (3) any other insurance specified in **Item 4(2) Schedule 1**,

with an insurer having a Standard and Poor’s or Best’s Rating A- or better and must produce evidence of that insurance as required by the Territory.

10.2 Indemnity

The Recipient indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Recipient, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage or injury.

11. Termination of Grant

11.1 Breach

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

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to:
 - (a) commence the Funded Activity in a timely manner,
 - (b) undertake the Funded Activity diligently, or
 - (c) meet any timeframes specified in this Deed; or
- (3) commits any other breach of a provision of this Deed, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or
 - (b) is not capable of being remedied.

11.2 Termination or reduction of funding for any reason

The Territory may, at any time by written notice to the Recipient, terminate this Deed or reduce the funding for the Funded Activity for any reason, and in that event the Recipient must:

- (1) in the event of termination, comply with the notice and **clause 12**; or
- (2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

11.3 No prejudice

Nothing in this **clause 11** prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

12. Refund of Grant

12.1 Repayment of unacquitted funds

At the end of the Grant Period, or earlier termination of this Deed, the Recipient

must:

- (1) unless otherwise required under this Deed, within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and
- (2) promptly repay any or all of the Grant that remains unacquitted.

12.2 Meaning of unacquitted funds

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

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

13. Dispute Resolution

13.1 Negotiation and Mediation of Dispute

- (1) If a difference or dispute (**Dispute**) arises in relation to this Deed, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake a mediation process.
- (2) If a mediation process is undertaken in accordance with **clause 13.1(1)** the mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will equally share the costs of the engagement of the mediator.

13.2 No prejudice

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

14. Variation

14.1 Variation to Funded Activity

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

- (1) the Funded Activity or work programs;
- (2) the Funded Activity's objectives or outcomes;

(3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity; and

(4) the Grant Period.

14.2 Variation to Deed

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Grant Period.

15. General

15.1 No assignment

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

15.2 Conflict of interest

The Recipient warrants that at the start of the Grant Period no conflict of interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Deed and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

15.3 No employment, partnership or agency relationship

Nothing in this Deed constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Recipient must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

15.4 Entire Agreement

This Deed comprises the entire agreement between the parties in relation to the Grant and the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and agreements.

15.5 Severability

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void

or unenforceable provision.

15.6 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

15.7 Compliance with laws and governing law

- (1) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.
- (2) This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

15.8 Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;
- (3) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

15.9 Forms and statements

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

15.10 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Deed then, to the extent of any inconsistency, the Special Condition will prevail.

15.11 Survival of clauses

Clauses 6, 7.1, 9.2, 10.2 and **12** will survive the expiration or earlier termination of this Deed.

SCHEDULE 1

GRANT DETAILS

- Item 1. Grant Period**
See clauses 1.1 and 3
- For a period of 12 months from the date of signing of the Agreement.
- Item 2. Grant**
See clauses 1.1 and 2.1
- (1) Grant: \$11,765.00 (including GST)
 - (2) The Grant is payable as a lump sum. An Invoice may be rendered on or after the date of this Deed.
 - (3) Except if otherwise stated in this Deed, the Grant is:
 - (a) payable within 30 days of receipt by the Territory of an Invoice; and
 - (b) inclusive of GST and all other taxes, duties and charges.
- Item 3. Reporting and Acquittal**
See clause 7.1
- (1) A quarterly report is required to be completed at 3 month intervals from the date that Grant funding is received containing all of the information and substantially in the form of the document annexed to this Deed and marked "Annexure A"
 - (2) A completed evaluation and financial report is required within 30 days of the end of the Grant period or earlier termination of this Deed
 - (3) The completed evaluation and financial report must contain all of the information and be substantially in the form of the document annexed to this Deed and marked "Annexure B".
- Item 4. Other insurance requirements**
See clause 10.1
- (1) Public Liability Insurance: \$10,000,000
 - (2) Other Insurance: Not used.

Item 5. Contact Officers

See clauses 1.1 and 15.8

For the Territory:

Emily Kilham
Sustainability Programs
Environment, Planning and Sustainable
Development Directorate
Level 2 Dame Pattie Menzies House North
16 Challis St
Dickson ACT 2602
Phone: 02 6205 9725
Email: Emily.Kilham@act.gov.au

For the Recipient:

Recipient contact details:

Jo Clay



Item 6. Form of Acknowledgement

See clause 8.1

With assistance from the ACT Government under the ACT Community Zero Emissions Grants Program.

SCHEDULE 2

THE FUNDED ACTIVITY

Item 1. Project Plan

As per application annexed to this Deed and marked "Annexure C" taking into account variation of dates of current project timeline (12 months from date of signing of deed).

Milestone	Start date	Finish Date	Location
Run carbon reduction experiment - Baseline on Transport & publish blog post	28 October 2019	3 November 2019	Canberra
Run carbon reduction experiment - active transport & publish blog post	4 November 2019	10 November 2019	Canberra
Run carbon reduction experiment - public transport & publish blog post	11 November 2019	18 November 2019	Canberra
Run carbon reduction experiment - alternatives to internal combustion engine car & publish blog post	18 November 2019	25 November 2019	Canberra
Publish article on Canberra's energy and transition away from gas	1 November 2019	15 February 2020	Canberra

Milestone	Start date	Finish Date	Location
Conclude other carbon reduction experiments on offsets, people and data (no CZE funds sought, self-funded)	December 2019	January 2020	Canberra
Publish article on Canberra's transport	January 2020	March 2020	Canberra
Deliver at least 4 community talks on 'The Carbon Diet'	1 May 2020	30 August 2020	Canberra
Publish articles in community newsletters and local magazines about The Carbon Diet	1 May 2020	30 August 2020	Canberra
Finalise manuscript for 'The Carbon Diet' book - CZE funds sought for transport chapters	1 January 2020	30 June 2020	Canberra

Item 2. Budget

As per application annexed to this Deed and marked "Annexure C" taking into account variation of budget items in agreement with the Territory.

Expenditure Description	Expenditure Type	Basis of Costing	CZE Grant Funding (\$)	Other sources (\$)	Total (\$)
Strikingly website annual fees	project and production	I use Strikingly as my web development platform. This is their annual fee.		\$275.00	\$275.00
Canva design software	project and production	I use Canva for my web design and illustrations for articles and presentations. This is their annual fee.		\$171.00	\$171.00
Manuscript appraisal	salaries and wages	I have arranged two professional manuscript appraisals for my book and submission package to be delivered at no charge. This is the ACT Writers Centre rate on MS appraisals.		\$1,040.00	\$1,040.00
Expert input	salaries and wages	I will get input from 6 subject matter experts into my book and topics (already arranged).		\$900.00	\$900.00
My work (in-kind volunteer contribution)	salaries and wages	In-kind work contribution of research, organising, writing articles, preparing & delivering talks, web development etc @ \$28.50 x 60		\$1,710.00*	\$1,710.00

		hours over 7 months			
Three months business insurance (Allianz)	other expenditure	I've already paid my business insurance to early March 2020. I'll pay the balance for the rest of this grant.		\$215.00	\$215.00
Professional work	salaries and wages	I seek grant funds for 140 hours of my professional work at a rate of \$75 per hour over 7 months for running carbon accounting on transport for four weeks, professional writing, editing and speaking	\$10,500.00*		\$10,500.00
ACT Writers Centre auspice fee (administration)	administrative and infrastructure	ACT Writers Centre will auspice my grant and charge a 10% fee of the grant funds sought to do so. This is an administration fee.	\$1,150.00		\$1,150.00
		TOTAL (ex GST)	\$11,650.00	\$4,311.00	\$15,961.00
		TOTAL (inc GST)	\$11,765.00	\$4,571.10	\$16,336.10

*No GST will be included for this figure as the individual providing the services is not registered for GST.

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

Not used.

SIGNED AS A DEED ON2018

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY in the)
presence of:) Signature of Territory delegate

.....
Signature of witness

.....
Print name

.....
Print name

SIGNED for and on behalf of
ACT Writers Centre on behalf of JT Clay
ABN: 31 707 029 530
in the presence of



) Signature of Recipient or authorised officer*

*delete whichever is not applicable (see note below)

.....
Signature of witness



Print name and position



.....
Print name

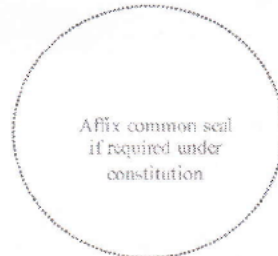


Signature of second authorised officer*

*see note below

Jt Clay (grant recipient)

.....
Print name and position



Note:

- Date:** Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
- Individual:** Must be signed by the individual Recipient and witnessed.
- Incorporated Association:** Must be signed in accordance with the Recipient's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.
- Company:** Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cwth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.

Annexure A

Community Zero Emissions Grants Program Quarterly Report

Question 1.

Have you met all the milestones that your project plan (Schedule 2, Item 1) marked for completion by this date?

Question 2.

Have any issues arisen that have delayed your project or decreased the potential of your project?

Question 3.

Do you have any good news stories to report about your project? Please provide photos.

Annexure B

Community Zero Emissions Grants Program Evaluation and Financial Report

Please provide:

- (a) a summary of all actions taken in relation to the Funded Activity;

- (b) a summary of progress or achievements made against the activities, milestones and key dates in the Approved Plan;

- (c) a description of how the Funded Activity was carried out;

- (d) the results of the Funded Activity against the Funded Activity outcomes;

- (e) a summary of what difficulties in performing the Funded Activity (if any) have been encountered by the Recipient and the action taken to remedy these difficulties;

- (f) any significant promotional material used or created in the course of the Funded Activity;

- (g) any statistics collected in the course of the Funded Activity;

- (h) a financial statement specifying the manner in which, and the purpose for which the Grant Recipient's contribution and other contributions were expended accompanied by documentary evidence substantiating this financial statement; and

- (i) certification that the Grant was expended in accordance with this deed.

Annexure C
Community Zero Emissions Grants Project Application Form

(Project application form attached here)

From: [REDACTED]
Sent: Friday, 25 October 2019 12:31 PM
To: Jo Clay
Cc: Kilham, Emily
Subject: RE: Waiting on signed Deed of Grant - Community Zero Emissions [SEC=UNCLASSIFIED]
Attachments: Jo Clay - Auspice Invoice.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Hi Emily,

Please find the invoice for the grant attached. Please let me know if you have any questions.

Many thanks

[REDACTED]
[REDACTED]
ACT Writers Centre

p: [REDACTED]
m: [REDACTED]
w: www.actwriters.org.au

The ACT Writers Centre is supported by the ACT Government, Australia Council, Eden Roads Wines, Bytes 'n Colours, University of Canberra, Harry Hartog and Ainslie and Gorman Arts Centres.

From: [Jo Clay](#)
Sent: Thursday, 24 October 2019 2:31 PM
To: [REDACTED]
Cc: [Kilham, Emily](#)
Subject: Re: Waiting on signed Deed of Grant - Community Zero Emissions [SEC=UNCLASSIFIED]

Yay team 😊

From: [REDACTED]
Sent: Thursday, October 24, 2019 1:39:13 PM
To: Kilham, Emily <Emily.Kilham@act.gov.au>; Jo Clay [REDACTED]
Subject: RE: Waiting on signed Deed of Grant - Community Zero Emissions [SEC=UNCLASSIFIED]

Hi Emily – thanks for your email. I don't believe I've received the grant to sign. Could you please forward it to me at your earliest convenience?

Many thanks

ACT Writers Centre

p: [REDACTED]
m: [REDACTED]
w: www.actwriters.org.au

The ACT Writers Centre is supported by the ACT Government, Australia Council, Eden Roads Wines, Bytes 'n Colours, University of Canberra, Harry Hartog and Ainslie and Gorman Arts Centres.

From: Kilham, Emily <Emily.Kilham@act.gov.au>
Sent: Wednesday, October 23, 2019 10:28:35 AM
To: Jo Clay <[REDACTED]>
Cc: [REDACTED]
Subject: Waiting on signed Deed of Grant - Community Zero Emissions [SEC=UNCLASSIFIED]

UNCLASSIFIED

Hi Jo,

Thanks for your email. I have unfortunately not yet received the signed Deed from ACT Writers. I need to have this before I can have it countersigned by our delegate. ACT Writers will also need to send me an invoice so that I can organise to have the grant funds paid.

The invoice should be addressed to:

Environment, Planning and Sustainable Development Directorate

ACT Government

GPO Box 158

Canberra ACT 2601

Attn: Emily Kilham

As discussed in an earlier email, the invoice should be itemised to separate out your professional work and the ACT Writers' auspice fee (which we assume would have GST applied to it because they are registered for GST). i.e.:

ITEM	AMOUNT	GST	TOTAL
Professional work	\$10,500.00	\$0	\$10,500.00
ACT Writers Centre auspice fee	\$1,150.00	\$115	\$1,265
TOTAL			\$11,765

Please also include an invoice number and the following reference:

Community Zero Emissions Round 3

Ref.: CZER300010

Please let me know if you need any assistance.

Regards,

Emily

From: Jo Clay [REDACTED]
Sent: Wednesday, 23 October 2019 10:04 AM
To: Kilham, Emily <Emily.Kilham@act.gov.au>
Subject: Fwd: Revised Deed of Grant for signature - Community Zero Emissions [SEC=UNCLASSIFIED]

Hi Emily,

Have we got all the paperwork in place for this grant?

Now for the really important question - how do I get the funds? Do I invoice [REDACTED] at the Writer's Centre? If so, pls let me know when he'll receive the funds from ACT Gov't and I'll bill him after that.

Thank you!

Cheers,

Jo.

----- Forwarded message -----

From: **Jo Clay** [redacted]
Date: Fri, 11 Oct 2019 at 19:43
Subject: Fwd: Revised Deed of Grant for signature - Community Zero Emissions [SEC=UNCLASSIFIED]
To: Kilham, Emily <Emily.Kilham@act.gov.au>, [redacted]

Hi [redacted]

Attached is my signed page to the Deed of Grant. I have checked the budget and milestones and I am able to deliver on this and provide the quarterly reporting.

Can you sign and have witnessed as 'Signature of Recipient or authorised officer' and return to Emily and i?

Thank you!

Cheers,

Jo.

----- Forwarded message -----

From: **Kilham, Emily** <Emily.Kilham@act.gov.au>
Date: Fri, 11 Oct 2019 at 15:20
Subject: Revised Deed of Grant for signature - Community Zero Emissions [SEC=UNCLASSIFIED]
To: Jo Clay [redacted]

UNCLASSIFIED

Hi Jo,

Apologies for the delay in getting back to you. I now have the revised Deed of Grant (with your updated milestone dates) ready for signature (see attached). When you have the Deed signed, please remember not to date it (that will be done by our delegate).

ACT Writers can send in the invoice along with the signed Deed.

Regards,

Emily

From: Jo Clay [REDACTED]
Sent: Thursday, 26 September 2019 11:48 AM
To: Kilham, Emily <Emily.Kilham@act.gov.au>
Subject: Re: Draft Deed of Grant - Community Zero Emissions [SEC=UNCLASSIFIED]

Thanks Emily!

The grant decision process took longer than I expected so the project's starting later than planned. I've adjusted all my timeframes in Sched 1 and I've also attached my revised project plan. I can deliver on budget & within the 12 months.

Cheers,

Jo.

On Wed, 25 Sep 2019 at 16:22, Kilham, Emily <Emily.Kilham@act.gov.au> wrote:

Dear Jo,

I have now prepared your draft Deed of Grant (see attached). Could I please ask you to have a look through it and let me know if you need to make any adjustments (e.g. to the timing of milestones). I have also attached a copy of Schedules 1–3 in Word and request that you make any proposed adjustments in the Track Changes mode and then return the edited version to me at your earliest convenience.

Once we have agreed on any adjustments I can send you a final version for signing (by the ACT Writers Centre).

As soon as we have executed the Deed of Grant, you can submit an invoice for payment.

Please don't hesitate to contact me if you have any questions.

Kind regards,

Emily

Emily Kilham | Program Officer

Phone: 02 6205 9725 | Email: Emily.Kilham@act.gov.au

Actsmart | Sustainability Programs | Environment, Planning and Sustainable Development Directorate | ACT Government

Level 2 Dame Pattie Menzies House Dickson ACT | GPO Box 158 Canberra City ACT 2601 | www.actsmart.gov.au

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

The ACT Writers Centre Inc

Gorman House Arts Centre
Ainslie Ave
Braddon ACT 2612

Tax Invoice

A.B.N. 31 707 029 530

Invoice No.: 20170863

Date: 24/10/2019

Bill To:

Environment, Planning and Sustainable Development
ACT Government
GPO Box 158
Canberra ACT 2601

DESCRIPTION	AMOUNT	CODE
Attn: Emily Kilham		
Community Zero Emissions Round 3 Ref.: CZER300010		
Professional Work	\$10,500.00	UNR
ACT Writers Centre auspice fee	\$1,265.00	GST

Comment:	Terms: C.O.D.				GST:	\$115.00
	Code	Rate	GST	Sale Amount	Total Inc GST:	\$11,765.00
	GST	10%	\$115.00	\$1,150.00	Amount Applied:	\$0.00
	UNR	0%	\$0.00	\$10,500.00		
					Balance Due:	\$11,765.00



AUSTRALIAN CAPITAL TERRITORY

DEED OF GRANT

Dated

28 October 2019

Parties

AUSTRALIAN CAPITAL TERRITORY

ACT Writers Centre on behalf of JT Clay

ABN: 31 707 029 530

Project Title: The Carbon Diet

Prepared by

Environment Planning and Sustainable Development
Directorate

Level 2 Dame Pattie Menzies House North

16 Challis Street

Dickson ACT 2602

Ph: 6205 7036

Ref: CZER300010

Version

Version _____

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Territory**) represented by the **Environment Planning and Sustainable Development Directorate**

ACT Writers Centre on behalf of JT Clay

ABN: 31 707 029 530

Address: Gorman Arts Centre, 55 Ainslie Ave
Braddon ACT 2612

(Recipient).

BACKGROUND

The Territory has agreed to make and the Recipient has agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Deed.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

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

Contact Officer	means, in relation to each party, the representatives whose names and contact details are specified in Item 5 Schedule 1 , or as notified in writing from time to time by one party to the other.
Funded Activity	means the activity described in Schedule 2 .
Grant	means the amount specified in Item 2 Schedule 1 and any interest accruing on that amount after it has been paid to the Recipient.
Grant Material	means all material created, written or otherwise brought into existence as part of, or for the purpose of carrying out the Funded Activity including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.
Grant Period	means the period specified in Item 1 Schedule 1 , and if extended, the initial period and the extended period.
GST	has the same meaning as it has in the GST Act.

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

Invoice means an invoice that:

- (1) if GST is payable in respect of any taxable supply made under this Deed, is a valid tax invoice for the purposes of the GST Act;
- (2) clearly sets out the details of the Funded Activity undertaken or to be undertaken and the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity;
- (3) sets out or is accompanied by any other details or reports required under this Deed; and
- (4) is rendered at the times specified in **Item 2 Schedule 1** (if any) and addressed to the Territory's Contract Officer.

Special Condition means any provision set out in **Schedule 3**.

Territory means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).

1.2 General

In this Deed, unless a contrary intention is expressed:

- (1) references to "Recipient" includes any employees, agents or subcontractors of the Recipient;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (4) "include" is not to be construed as a word of limitation;
- (5) headings have no effect on the interpretation of the provisions; and
- (6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

2. Payment and Use of Grant

2.1 Payment of Grant

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

2.2 Use of Grant

The Recipient must:

- (1) use the Grant only for the Funded Activity;
- (2) undertake the Funded Activity diligently and otherwise in accordance with this Deed; and
- (3) complete the Funded Activity by the end of the Grant Period.

3. Grant Period

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

4. Separate accounting for Grant

4.1 Separately account for Grant

The Recipient must, within its accounting system, account for the Grant separately from any other funds of the Recipient.

4.2 Bank account

If required by the Territory, the Recipient will deposit and hold in a separate bank account the Grant, and must:

- (1) promptly notify the Territory of:
 - (a) the details of that account, and
 - (b) any change to that account.

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

5. GST

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of supplies to the Territory that are taxable supplies under the GST Act.

6. Records

6.1 Obligation to keep records

The Recipient must:

- (1) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;
- (2) provide a complete and detailed record and explanation of:
 - (a) expenditure of the Grant,
 - (b) other money received and spent on the Funded Activity,
 - (c) the progress of the Funded Activity, and
 - (d) any other records in respect of the Funded Activity, that the Territory may reasonably require from time to time; and
- (3) retain the records referred to in this clause for at least 7 years following the completion of the Funded Activity or the expiration or termination of this Deed, whichever occurs first.

6.2 Access

- (1) To audit the Recipient's compliance with this Deed, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Funded Activity.
- (2) The Recipient must:
 - (a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under **clause 6.2(1)**, and

- (b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

6.3 Territory's Auditor-General

Any of the Territory's rights under this **clause 6** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

7. Reporting of progress and expenditure

7.1 Progress reports

The Recipient must provide written reports to the Territory relating to the progress of the Funded Activity and expenditure of the Grant in the manner and at the times required in **Item 3 Schedule 1**.

7.2 Other notifications

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Deed.

8. Acknowledgement of Funding

8.1 Acknowledgement of Territory support

The Recipient must in relation to the Funded Activity:

- (1) acknowledge the support of the Territory in any public event, media release or media coverage; and
- (2) include an acknowledgement in the form set out in **Item 6 Schedule 1** in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

8.2 Other obligations

The Recipient must:

- (1) in relation to the material referred to in **clause 8.1(2)**, promptly provide to the Territory:
 - (a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and

- (b) a copy of that material; and
- (2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

9. Intellectual Property Rights

9.1 Ownership of Grant Material

Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient.

9.2 Licence to Territory

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.

9.3 Meaning of “use”

For the purpose of **clause 9**, “use” includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

10. Insurance and Indemnity

10.1 Recipient’s insurance

The Recipient must effect and maintain for the Grant Period:

- (1) all insurance coverage required by it by law;
- (2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 4(1) Schedule 1** in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and
- (3) any other insurance specified in **Item 4(2) Schedule 1**,

with an insurer having a Standard and Poor’s or Best’s Rating A- or better and must produce evidence of that insurance as required by the Territory.

10.2 Indemnity

The Recipient indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Recipient, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage or injury.

11. Termination of Grant

11.1 Breach

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

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to:
 - (a) commence the Funded Activity in a timely manner,
 - (b) undertake the Funded Activity diligently, or
 - (c) meet any timeframes specified in this Deed; or
- (3) commits any other breach of a provision of this Deed, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or
 - (b) is not capable of being remedied.

11.2 Termination or reduction of funding for any reason

The Territory may, at any time by written notice to the Recipient, terminate this Deed or reduce the funding for the Funded Activity for any reason, and in that event the Recipient must:

- (1) in the event of termination, comply with the notice and **clause 12**; or
- (2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

11.3 No prejudice

Nothing in this **clause 11** prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

12. Refund of Grant

12.1 Repayment of unacquitted funds

At the end of the Grant Period, or earlier termination of this Deed, the Recipient

must:

- (1) unless otherwise required under this Deed, within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and
- (2) promptly repay any or all of the Grant that remains unacquitted.

12.2 Meaning of unacquitted funds

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

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

13. Dispute Resolution

13.1 Negotiation and Mediation of Dispute

- (1) If a difference or dispute (**Dispute**) arises in relation to this Deed, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake a mediation process.
- (2) If a mediation process is undertaken in accordance with **clause 13.1(1)** the mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will equally share the costs of the engagement of the mediator.

13.2 No prejudice

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

14. Variation

14.1 Variation to Funded Activity

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

- (1) the Funded Activity or work programs;
- (2) the Funded Activity's objectives or outcomes;

- (3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity; and
- (4) the Grant Period.

14.2 Variation to Deed

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Grant Period.

15. General

15.1 No assignment

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

15.2 Conflict of interest

The Recipient warrants that at the start of the Grant Period no conflict of interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Deed and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

15.3 No employment, partnership or agency relationship

Nothing in this Deed constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Recipient must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

15.4 Entire Agreement

This Deed comprises the entire agreement between the parties in relation to the Grant and the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and agreements.

15.5 Severability

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void

or unenforceable provision.

15.6 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

15.7 Compliance with laws and governing law

- (1) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.
- (2) This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

15.8 Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;
- (3) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

15.9 Forms and statements

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

15.10 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Deed then, to the extent of any inconsistency, the Special Condition will prevail.

15.11 Survival of clauses

Clauses 6, 7.1, 9.2, 10.2 and 12 will survive the expiration or earlier termination of this Deed.

SCHEDULE 1

GRANT DETAILS

- Item 1. Grant Period**
See clauses 1.1 and 3
- For a period of 12 months from the date of signing of the Agreement.
- Item 2. Grant**
See clauses 1.1 and 2.1
- (1) Funded Activity: 'The Carbon Diet': a real-life communication project about cutting an individual's carbon footprint by 75%.
- (2) Grant: \$11,765.00 (including GST)
- (3) The Grant is payable as a lump sum. An Invoice may be rendered on or after the date of this Deed.
- (4) Except if otherwise stated in this Deed, the Grant is:
- (a) payable within 30 days of receipt by the Territory of an Invoice; and
- (b) inclusive of GST and all other taxes, duties and charges.
- Item 3. Reporting and Acquittal**
See clause 7.1
- (1) A quarterly report is required to be completed at 3 month intervals from the date that Grant funding is received containing all of the information and substantially in the form of the document annexed to this Deed and marked "Annexure A"
- (2) A completed evaluation and financial report is required within 30 days of the end of the Grant period or earlier termination of this Deed
- (3) The completed evaluation and financial report must contain all of the information and be substantially in the form of the document annexed to this Deed and marked "Annexure B".
- Item 4. Other insurance requirements**
See clause 10.1
- (1) Public Liability Insurance: \$10,000,000
- (2) Other Insurance: Not used.

Item 5. Contact Officers
See clauses 1.1 and 15.8

For the Territory:

Emily Kilham
Sustainability Programs
Environment, Planning and Sustainable
Development Directorate
Level 2 Dame Pattie Menzies House North
16 Challis St
Dickson ACT 2602
Phone:02 6205 9725
Email: Emily.Kilham@act.gov.au

For the Recipient:

Recipient contact details:
Jo Clay



Item 6. Form of Acknowledgement
See clause 8.1

With assistance from the ACT Government under the ACT Community Zero Emissions Grants Program.

SCHEDULE 2

THE FUNDED ACTIVITY

Item 1. Project Plan

As per application annexed to this Deed and marked "Annexure C" taking into account variation of dates of current project timeline (12 months from date of signing of deed).

Milestone	Start date	Finish Date	Location
Run carbon reduction experiment - Baseline on Transport & publish blog post	28 October 2019	3 November 2019	Canberra
Run carbon reduction experiment - active transport & publish blog post	4 November 2019	10 November 2019	Canberra
Run carbon reduction experiment - public transport & publish blog post	11 November 2019	18 November 2019	Canberra
Run carbon reduction experiment - alternatives to internal combustion engine car & publish blog post	18 November 2019	25 November 2019	Canberra
Publish article on Canberra's energy and transition away from gas	1 November 2019	15 February 2020	Canberra

Milestone	Start date	Finish Date	Location
Conclude other carbon reduction experiments on offsets, people and data (no CZE funds sought, self-funded)	December 2019	January 2020	Canberra
Publish article on Canberra's transport	January 2020	March 2020	Canberra
Deliver at least 4 community talks on 'The Carbon Diet'	1 May 2020	30 August 2020	Canberra
Publish articles in community newsletters and local magazines about The Carbon Diet	1 May 2020	30 August 2020	Canberra
Finalise manuscript for 'The Carbon Diet' book - CZE funds sought for transport chapters	1 January 2020	30 June 2020	Canberra

Item 2. Budget

As per application annexed to this Deed and marked "Annexure C" taking into account variation of budget items in agreement with the Territory.

Expenditure Description	Expenditure Type	Basis of Costing	CZE Grant Funding (\$)	Other sources (\$)	Total (\$)
Strikingly website annual fees	project and production	I use Strikingly as my web development platform. This is their annual fee.		\$275.00	\$275.00
Canva design software	project and production	I use Canva for my web design and illustrations for articles and presentations. This is their annual fee.		\$171.00	\$171.00
Manuscript appraisal	salaries and wages	I have arranged two professional manuscript appraisals for my book and submission package to be delivered at no charge. This is the ACT Writers Centre rate on MS appraisals.		\$1,040.00	\$1,040.00
Expert input	salaries and wages	I will get input from 6 subject matter experts into my book and topics (already arranged).		\$900.00	\$900.00
My work (in-kind volunteer contribution)	salaries and wages	In-kind work contribution of research, organising, writing articles, preparing & delivering talks, web development etc @ \$28.50 x 60		\$1,710.00*	\$1,710.00

		hours over 7 months			
Three months business insurance (Allianz)	other expenditure	I've already paid my business insurance to . early March 2020. I'll pay the balance for the rest of this grant.		\$215.00	\$215.00
Professional work	salaries and wages	I seek grant funds for 140 hours of my professional work at a rate of \$75 per hour over 7 months for running carbon accounting on transport for four weeks, professional writing, editing and speaking	\$10,500.00*		\$10,500.00
ACT Writers Centre auspice fee (administration)	administrative and infrastructure	ACT Writers Centre will auspice my grant and charge a 10% fee of the grant funds sought to do so. This is an administration fee.	\$1,150.00		\$1,150.00
		TOTAL (exGST)	\$11,650.00	\$4,311.00	\$15,961.00
		TOTAL (inc GST)	\$11,765.00	\$4,571.10	\$16,336.10

*No GST will be included for this figure as the individual providing the services is not registered for GST.

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

Not used.

SIGNED AS A DEED ON 2018

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY in the)
presence of:)



Signature of Territory delegate



Signature of witness

Gene McElroy

Print name

Emily Kilham

Print name

SIGNED for and on behalf of)
ACT Writers Centre on behalf of JT Clay)
ABN: 31 707 029 530)
in the presence of:)



Signature of Recipient or authorised officer*

*delete whichever is not applicable (see note below)



Signature of witness



DIRECTOR ACTWC

Print name and position



Print name



Signature of second authorised officer*

*see note below

JT Clay (grant recipient)

Print name and position



Note:

Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.

Individual: Must be signed by the individual Recipient and witnessed.

Incorporated Association: Must be signed in accordance with the Recipient's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.

Annexure A

Community Zero Emissions Grants Program Quarterly Report

Question 1.

Have you met all the milestones that your project plan (Schedule 2, Item 1) marked for completion by this date?

Question 2.

Have any issues arisen that have delayed your project or decreased the potential of your project?

Question 3.

Do you have any good news stories to report about your project? Please provide photos.

Annexure B

Community Zero Emissions Grants Program Evaluation and Financial Report

Please provide:

- (a) a summary of all actions taken in relation to the Funded Activity;
- (b) a summary of progress or achievements made against the activities, milestones and key dates in the Approved Plan;
- (c) a description of how the Funded Activity was carried out;
- (d) the results of the Funded Activity against the Funded Activity outcomes;
- (e) a summary of what difficulties in performing the Funded Activity (if any) have been encountered by the Recipient and the action taken to remedy these difficulties;
- (f) any significant promotional material used or created in the course of the Funded Activity;
- (g) any statistics collected in the course of the Funded Activity;
- (h) a financial statement specifying the manner in which, and the purpose for which the Grant Recipient's contribution and other contributions were expended accompanied by documentary evidence substantiating this financial statement; and
- (i) certification that the Grant was expended in accordance with this deed.

Annexure C

Community Zero Emissions Grants Project Application Form

(Project application form attached here)

From: Kilham, Emily
Sent: Wednesday, 30 October 2019 12:13 PM
To: Jo Clay
Cc: [REDACTED]
Subject: Signed Deed of Grant
Attachments: CZER300010 - Deed of Grant - JT Clay - Countersigned.pdf

UNCLASSIFIED

Hi Jo,

Good news! The Deed of Grant has now been countersigned by our delegate (see attached) and I have submitted the invoice for processing.

Below are the due dates for the four quarterly reports:

Quarterly report no.	Due date
1	28 January 2020
2	28 April 2020
3	28 July 2020
4	28 October 2020

For quarterly reports, we just require a brief response to the following three questions and this can be submitted via email:

Q1. Have you met all the milestones that your project plan (Schedule 2, Item 1) marked for completion by this date?

Q2. Have any issues arisen that have delayed your project or decreased the potential of your project?

Q3. Do you have any good news stories to report about your project? Please provide photos.

Please also feel free to send through any photos, good news stories, info about upcoming events, etc. at any time. We're keen to keep in touch!

Kind regards,
Emily

Emily Kilham | Program Officer
Phone: 02 6205 9725 | Email: Emily.Kilham@act.gov.au
Actsmart | Sustainability Programs | Environment, Planning and Sustainable Development Directorate | ACT Government
Level 2 Dame Pattie Menzies House Dickson ACT | GPO Box 158 Canberra City ACT 2601 | www.actsmart.gov.au

File Note – Changes to JT Clay budget

21 November 2019

JT Clay received \$11,650 under Round Three of the Community Zero Emissions grants. The approved amount was based on the GST exclusive budget provided in the grant application.

Jo Clay is being auspiced by the ACT Writers Centre. Ten per cent of the budget was allocated to administration costs and these funds will be used by the ACT Writers Centre to cover the costs of administering the grant.

As ACT Writers is registered for GST, we had initially added the 10% GST top-up to the approved funding amount. However, Jo Clay subsequently indicated that she herself is not registered for GST and therefore does not charge GST on her services. To reflect this, we adjusted the budget so that the 10% GST top-up was added only to the administration fee budget line. As a result, the administration fees are slightly higher than 10% of the entire GST inclusive budget.

We consider that this is still consistent with the program guidelines which state that 'administration costs (exceeding 10% of the **original** grant amount)' are not eligible.

From: Kilham, Emily
Sent: Monday, 9 December 2019 5:16 PM
To: Roden, Helen
Subject: RE: Jo Clay - community zero emissions grant

UNCLASSIFIED

Hi Helen,

Here is some background on JT Clay:

Jo Clay received \$11,650 under Round 3 of the Community Zero Emissions Grants program for 'The Carbon Diet': a real-life communication project about cutting an individual's carbon footprint by 75%. The intention of the project is to present information on low-carbon lifestyles in a palatable way as a means of creating new knowledge and facilitating direct community action on transitioning to a zero emissions economy. The project, which is being auspiced by the ACT Writers Centre, was announced by the Minister on 27 September 2019. The Deed of Grant was signed on 28 October 2019 and the project is due for completion by the end of August 2020.

Let me know if you need me to revise it.

Regards,
Em

From: Roden, Helen <Helen.Roden@act.gov.au>
Sent: Monday, 9 December 2019 10:34 AM
To: Kilham, Emily <Emily.Kilham@act.gov.au>
Subject: Jo Clay - community zero emissions grant

UNCLASSIFIED

Hi Em

Could we please find the community grant approved for Jo Clay. Ros has mentioned she has been announced as a Green's candidate. It would great if you could pull some grant background information together (paragraph) - amount, project, Rnd 3 approved 27 September 2019, project execution date? etc. to brief Ros and Gene please.

<https://greens.org.au/act/person/jo-clay>

I think it's this one : **JT Clay** received \$11,650 for 'The Carbon Diet': a real-life communication project about cutting an individual's carbon footprint by 75%.

<https://www.environment.act.gov.au/cc/be-part-of-the-solution/community-zero-emissions-grants>

Thanks
H

Helen Roden
Director

Zero Emissions Government, Schools and Community |
Climate Change and Sustainability Development Division |
Environment, Planning and Sustainable Development Directorate | ACT Government
Level 2 Dame Pattie Menzies House Dickson ACT | GPO Box 158 Canberra City ACT 2601 | www.actsmart.gov.au
Ph: 620 74789 E: Helen.Roden@act.gov.au

From: Roden, Helen
Sent: Monday, 9 December 2019 5:31 PM
To: McGlynn, Gene; Malouf, Ros
Cc: Kilham, Emily
Subject: Jo Clay - Round 3 Community Zero Emissions Grants

Hi Ros and Gene

The newly announced Greens' candidate Jo Clay is a Round 3 Community Zero Emissions Grants recipient.
<https://greens.org.au/act/person/jo-clay>

Emily has pulled together some background information on the project -thanks Emily :

Jo Clay received \$11,650 under Round 3 of the Community Zero Emissions Grants program for 'The Carbon Diet': a real-life communication project about cutting an individual's carbon footprint by 75%. The intention of the project is to present information on low-carbon lifestyles in a palatable way as a means of creating new knowledge and facilitating direct community action on transitioning to a zero emissions economy. The project, which is being auspiced by the ACT Writers Centre, was announced by the Minister on 27 September 2019. The Deed of Grant was signed on 28 October 2019 and the project is due for completion by the end of August 2020.

<https://www.environment.act.gov.au/cc/be-part-of-the-solution/community-zero-emissions-grants>

Please let me know if you require any further information.

Kind regards
Helen

From: Jo Clay [REDACTED]
Sent: Thursday, 30 January 2020 6:29 PM
To: Kilham, Emily
Subject: Re: Reminder: Quarterly report

Hi Emily,

My apologies, it was in my diary but I was waiting for the email prompt! I'll send the next one for 28 April unprompted.

Q1. Have you met all the milestones that your project plan (Schedule 2, Item 1) marked for completion by this date?

Yes. I have completed all CZE-funded activities on time to date. I've published four blog posts on [urban transport baseline figures](#), [active transport](#), [public transport](#) and [EVs](#) (photos embedded in those posts).

All posts included interviews with local experts and / or input from TCCS. I used Travel Survey figures and gave input direct to the TCCS on future data gathering eg. the need to put a carbon and financial cost on congestion.

Q2. Have any issues arisen that have delayed your project or decreased the potential of your project?

The ongoing disasters in Canberra and Broulee have delayed some non-CZE funded aspects of my project. I am yet to complete experiments on carbon reduction and the impact of climate change on people. I have also changed topics. I had planned to conclude my blog posts by interviewing an overseas climate change refugee. I'll now interview an Australian, likely a local South Coast fire refugee. Dates may slip back on my CZE-funded publications & workshop schedule for the next period due to the disasters and intermittent business closures in Canberra, but I'm hoping to hit all dates on time.

Q3. Do you have any good news stories to report about your project? Please provide photos.

- [The Green Shed linked my Carbon Diet](#) posts, reaching a potential new audience of 40,000.
- ACT Writer's Centre published my Carbon Diet article in Bite Issue 5.
- I created video and digital content [summarising results from the project](#).

Please let me know if you'd like standalone files for any of the images or digital materials from my website.

Kind regards,

Jo Clay.

M: [REDACTED]

On Thu, 30 Jan 2020 at 16:05, Kilham, Emily <Emily.Kilham@act.gov.au> wrote:

UNCLASSIFIED

Hi Jo,

I hope this email finds you well. This is just a friendly reminder that the quarterly report for your Community Zero Emissions project was due on 28 January. Please see below for the three questions we would like you to respond to.

Please let me know if you have any questions.

Kind regards,

Emily

From: Kilham, Emily
Sent: Wednesday, 30 October 2019 12:13 PM
To: Jo Clay <[REDACTED]>
Cc: [REDACTED]
Subject: Signed Deed of Grant

UNCLASSIFIED

Hi Jo,

Good news! The Deed of Grant has now been countersigned by our delegate (see attached) and I have submitted the invoice for processing.

Below are the due dates for the four quarterly reports:

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Q2. Have any issues arisen that have delayed your project or decreased the potential of your project?

Q3. Do you have any good news stories to report about your project? Please provide photos.

Please also feel free to send through any photos, good news stories, info about upcoming events, etc. at any time. We're keen to keep in touch!

Kind regards,

Emily

Emily Kilham | Program Officer

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Actsmart | Sustainability Programs | Environment, Planning and Sustainable Development Directorate | ACT Government

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From: Jo Clay [REDACTED]
Sent: Tuesday, 25 February 2020 11:59 AM
To: Kilham, Emily
Subject: Re: Greens & CZE Grant

All good, phone call happened.

I've moved logo so it only appears on the [home page of the website](#), pls let me know any other changes.

I'm doing up an MR to officially 'finish' the project on World Overshoot Day 30 March. I'll shoot through a draft of the release later this week for CZE comment :)

Cheers,
Jo.

On Tue, 25 Feb 2020 at 09:46, Kilham, Emily <Emily.Kilham@act.gov.au> wrote:

UNCLASSIFIED

Hi Jo,

Please accept my apologies for my very late response. I was holding off sending a reply because I knew that our Executive General Manager, Gene McGlynn, was intending to call you. I understand that this phone call has now happened and hope that it has cleared up any questions you may have had. Having said that, if there are any outstanding issues that you feel still need to be resolved, please let me know.

Kind regards,

Emily

From: Jo Clay [REDACTED]
Sent: Monday, 10 February 2020 2:11 PM
To: Kilham, Emily <Emily.Kilham@act.gov.au>
Subject: Greens & CZE Grant

Hi Emily,

I'm letting you know that I'm running for the [ACT Greens](#) in the next election. I'll complete & acquit my CZE grant for the Carbon Diet by 30 June 2020, long before the October election.

I'm seeking separate advice from the ACT Greens to make sure my communications comply with electoral requirements. I don't need any advice from you on that.

I just want to check this doesn't affect my CZE grant in any way. Pls let me know if you need any further information!

Cheers,

Jo.

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From: Kilham, Emily
Sent: Monday, 16 March 2020 4:30 PM
To: Jo Clay
Subject: Agreement to project variation

UNCLASSIFIED

Hi Jo,

Thanks for keeping me in the loop. Your proposed approach makes absolute sense in light of the circumstances and I am satisfied that you're still meeting your project's objectives via the articles on gas and transport, a video series for community talks and the book chapters.

Kind regards,
Emily

From: Jo Clay [REDACTED]
Sent: Monday, 16 March 2020 11:40 AM
To: Kilham, Emily <Emily.Kilham@act.gov.au>
Subject: Fwd: UC talk on how to cut your carbon footprint?

Hi Emily,

Hope you're well and not too disrupted at work!

Some of my planned activities under my part-funded CZE Carbon Diet won't work during the pandemic. People are distancing socially and workshops are cancelled (see my UC workshop cancellation below). Media is also saturated with emergency reporting so it's not open to other stories right now.

Here's what I propose instead to acquit.

- *Article on getting off gas*. I'll go ahead as research is already complete. I'll publish later in the year when there's media space. Might be a good winter piece.
- *Article on transport*. I'll go ahead but later in the year when there's media space AND when it's okay to recommend public transport (which is not appealing now!)
- *4 community talks*. I'll switch to a video series instead. I'll run workshops later in the year but they may occur after acquittal.
- *Articles in community newsletters*. My weekly 'Carbon Diet' tip is in the Macquarie Primary School newsletter already. I'll wait to roll it out to other schools when they're on top of their pandemic planning.
- *Chapters in my book*. This will go ahead. I might even finish the book sooner than planned, as I've just had time free up with all these cancellations ;)

I'd planned to reach an audience of 5% of Canberra / 20,000 people. I've already reached this that target so I don't think there'll be any problem acquitting :)

Pls let me know any comments, otherwise I'll proceed on this basis.

Cheers,
Jo.

----- Forwarded message -----

From: [REDACTED]
Date: Mon, 16 Mar 2020 at 11:03
Subject: Re: UC talk on how to cut your carbon footprint?
To: Jo Clay [REDACTED]

Hi Jo,

I hope this email finds you well.

Unfortunately due to the current circumstances with COVID-19 our executive team has decided to cancel all remaining talks for our weekly seminar series.

We were really looking forward to having you come and speak, I will however make a note to invite you to speak in semester 2 (depending on the circumstances at the time).

If you have any questions please feel free to touch base with me.

Kind regards,



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From: Jo Clay [REDACTED]
Date: Thursday, 12 March 2020 at 7:01 pm
To: [REDACTED]
Subject: Re: UC talk on how to cut your carbon footprint?

Thank you!

On Thu, 12 Mar 2020 at 10:53, [REDACTED] wrote:

Hi Jo,

I've submitted the event through our central UC Events page: <https://www.canberra.edu.au/events/> I'm just waiting for the approval to come through and then it will be live. I'll send through the link to the event as soon as it comes through.

In the meantime, feel free to use the template below to share it amongst your networks, and feel free to share the attached map for those who are not familiar with UC.

The below has been sent to all Faculty staff and research students, and I will send it to our environmental student society as well. Next week I will share it amongst a chat system we have here at UC to promote the talk and I'll also add it to the Student Bulletin.

I am away this Friday, but I will be around next week if you have any questions 😊

Kind regards,

[REDACTED]

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UPCOMING EVENTS



UNIVERSITY OF
CANBERRA



INSTITUTE FOR
APPLIED ECOLOGY

The Carbon Diet - how to cut 77% from the average household footprint, one week at a time

Jo Clay, The Carbon Diet

Jo Clay runs [The Carbon Diet](#). She's spent the last two years cutting back the average carbon footprint by 77%, using carbon accounting to see what works. To make such big cuts, Jo had to test out dozens of household experiments. Ride a bike, drive a Leaf or catch the bus? Cut down on food waste or plastic packaging? Chicken, beef or mock duck? Jo tested it all, busting myths and discovering we have all the tools we need, right now, to make real change.



Jo is writing a book, blog and articles, creating artworks and giving speeches about The Carbon Diet. Her work has appeared on 2XX, [ABC News](#), [ANU Climate Cafe](#), [Art Not Apart](#), ACT Writers Centre, Canberra Cyclist, [Festival of Ambitious Ideas](#) and [The Green Shed](#). The Carbon Diet gratefully received ACT Government support through a Community Zero Emissions grant and ACT Arts Grant.


Find out more at carbondiet.com.au

When 11:30am - 12:30pm, Friday 20 March

Where 2B11

About Jo

Jo Clay is an author, artist, activist and business woman. She is seriously worried about climate change. The Carbon Diet gives her hope for the future. Pan MacMillan published Jo's first book, a RomZomCom about food ethics. Her articles have appeared in local magazines and on ABC News. She's a writer, film producer, patented inventor and Lego artist. Jo has worked and trained in recycling, sustainable transport and carbon accounting. She is CEO of Canberra recycling company, [Send and Shred](#), which she runs with The Green Shed. She is also the ACT Greens lead candidate for Ginninderra in the upcoming ACT October 2020 election.



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From: Jo Clay [redacted]
Date: Wednesday, 11 March 2020 at 4:36 pm
To: [redacted]
Subject: Fwd: UC talk on how to cut your carbon footprint?

Hi [redacted]

Do you have a link up to promote this talk? If so pls send through ASAP, I'll promote it through my networks.

Cheers,

Jo.

----- Forwarded message -----

From: Jo Clay [redacted]
Date: Fri, 6 Mar 2020 at 11:40
Subject: Re: UC talk on how to cut your carbon footprint?
To: [redacted]

Sorry typo - use this one instead :)

On Fri, 6 Mar 2020 at 11:37, Jo Clay [redacted] wrote:

Hi [redacted] how's this?

Cheers,

Jo.

On Wed, 4 Mar 2020 at 11:46, [REDACTED] wrote:

Hi Jo,

Excellent – I will just need the following details to help promote the talk to the faculty and the broader UC community:

- Talk title
- Talk description (no more than 150 words is ideal)
- Biography (no more than 150 words)
- A picture of either yourself or relating to your topic

The organiser of the seminar series just wanted me to stress the academic/research nature of our series, and said if you can bring more than what you have done personally so that it is not a one off case study, for example, “she could see if her experience is backed up (or contradicted) by what others have found” – I hope that makes sense!

Also we will need someone within the faculty to introduce you – I am more than happy to do this, I will just need a short background on yourself that I can use to introduce you.

In terms of parking here at UC I’ve attached a map with the best spots and also the location of the talk in Building 2. I will be there on the day to meet you though.

Kind regards,

[REDACTED]



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From: Jo Clay [REDACTED]
Date: Tuesday, 3 March 2020 at 6:14 am
To: [REDACTED]
Subject: Re: UC talk on how to cut your carbon footprint?

Hi [REDACTED]

That sounds great! I've popped it in my diary, send along any details and let me know if you'd like the presentation on file ahead of time.

Cheers,

Jo.

M: [REDACTED]

On Mon, 2 Mar 2020 at 15:07, [REDACTED] > wrote:

Hi Jo,

Thank you for reaching out!

I've been chatting with a couple of different people and we have a weekly seminar here on campus where researchers/academics/students can give a talk about their current research/projects etc.

We do have a spot that has become available which is Friday 20th March with a start time of 11:30am. The talks usually go for about 45-50mins with 10-15mins for questions.

It isn't a workshop environment, just a talk and then some Q&A.

Would this be of interest for you?

Kind regards,

[Redacted]

[Redacted]

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From: Jo Clay [Redacted]
Date: Thursday, 27 February 2020 at 1:03 pm
To: [Redacted]
Subject: UC talk on how to cut your carbon footprint?

Hi [Redacted]

Would UC like a talk on how to cut your carbon footprint? This might be a good fit for the Institute of Applied Ecology series or another event.

The talk would be based on my ACT Government-sponsored project, [The Carbon Diet](#). I've cut the average carbon footprint by 77% by testing out different household experiments. I used carbon accounting to get my results and busted a lot of green myths along the way (and found many more stacked up!) My work has appeared in [ABC News](#), [Art, Not Apart](#), ACT Writers Centre, [2XX](#), Canberra Cyclist, [Festival of Ambitious Ideas](#) and [The Green Shed](#).

Thanks to [Community Zero Emissions funding](#), I'm able to deliver some free community workshops on this. I gave one last year to the [ANU Climate Cafe](#) and I'd love to give one for UC. I'm particularly grateful to UC MillHouse, as they just arranged a fantastic intern for my company *Send and Shred*.

There's a lot of anxiety about climate change at the moment, particularly with young folk. Learning more and taking concrete steps to cut your own footprint really helps. Let me know if this is of interest?

Kind regards,

Jo Clay.

Author of [The Carbon Diet](#)

CEO of recycling company [Send and Shred](#)

From: Jo Clay [REDACTED]
Sent: Monday, 11 May 2020 4:00 PM
To: Kilham, Emily
Subject: Re: CZE quarterly report due
Attachments: 191203-lowres-7632.jpg; 2XX interview.jpg

My apologies Emily, I must be the world's most annoying fundee! Here you go.

Q1. Have you met all the milestones that your project plan (Schedule 2, Item 1) marked for completion by this date?

Yes.

Since 1 February 2020, the Carbon Diet has reached the following audiences:

- 1,000 via this [2XX interview](#)
- 1,000 via ABC journalist Conal Hanna's email newsletter
- 600 people via weekly tips published in Macquarie Primary school newsletter. I will roll this out to other primary schools once they've got kids settled again, probably June (they're swamped right now and don't need new requests).
- 200 via a Radford College Collegians newsletter.
- 16,000 via this [RioAct article](#).
- 293 direct views on my website.

This brings the total audience reach since the grant commenced up to an estimated 39,874. My projected total reach was 5% of Canberra / 20,000 people so I've met this.

I have completed all carbon accounting experiments, published one of the two planned articles this year and am working on the book chapters on gas and transport.

I will not deliver the 4 planned community workshops due to COVID-19 but have agreed to different deliverables in their place (see below).

Q2. Have any issues arisen that have delayed your project or decreased the potential of your project?

Bushfires, smokepocalypse and COVID-19 have all impacted my project. They have decreased media appetite for non-disaster stories and cancelled my workshops.

As agreed by variation, I will not be running the community workshops due to COVID-19. Instead, I'm producing a series of short videos. I've received input from a communications expert and the climate change advisor in Minister Rattenbury's office. I will provide CZE acknowledgement in the videos and will send one in draft to your office prior to release.

I have also secured newsletters spots to try to reach the community workshop audience. I have weekly tips running in one school newsletter and I'll roll this out to more once school is back in session and the administrations are able to consider new content. I also had a spot in the Radford Collegians newsletter and in ABC journalist, Conal Hanna's, newsletter.

Q3. Do you have any good news stories to report about your project? Please provide photos.

Despite saturated media due to ongoing crises, I managed to secure some mainstream media during this reporting period.

- [2XX radio interview](#) on Behind The Lines 21.02.20 (photo attached)
- [RiotAct article](#) on 17.03.20 (photo attached, CZE funding acknowledged).

Videos

I'll be delighted to acknowledge CZE funding on the videos. I'll send through one draft prior to release for your office to check.

Cheers,
Jo Clay.

On Mon, 11 May 2020 at 14:59, Kilham, Emily <Emily.Kilham@act.gov.au> wrote:

UNCLASSIFIED

Hi Jo,

Thanks for sending through this info. I'm sorry to come back to you on this but our quarterly reporting template (as per the Deed of Grant) requires you to provide responses to the following three questions:

Q1. Have you met all the milestones that your project plan (Schedule 2, Item 1) marked for completion by this date?

Q2. Have any issues arisen that have delayed your project or decreased the potential of your project?

Q3. Do you have any good news stories to report about your project? Please provide photos.

This may in part just require a copy and paste of the info you have already provided but could I please also ask you to make sure you have specifically addressed all three questions?

Thanks for offering to share the video scripts with us. We don't need to see these but could I please ask you to make sure that ACT Government funding via the Community Zero Emissions Grants Program is acknowledged?

Kind regards,

Emily

From: Jo Clay [REDACTED]
Sent: Monday, 11 May 2020 2:32 PM
To: Kilham, Emily <Emily.Kilham@act.gov.au>
Subject: Re: CZE quarterly report due

Hi Emily,

Since 1 February 2020, the Carbon Diet has reached the following audiences:

- 600 people via weekly tips published in Macquarie Primary school newsletter. I will roll this out to other primary schools once they've got kids settled again, probably June (they're swamped right now and don't need new requests).
- 200 via a Radford College Collegians newsletter.
- 16,000 via this [RioAct article](#).
- 293 direct views on my website.

This brings the total audience reach since the grant commenced up to an estimated 39,874.

As discussed, I will not be running community workshops as planned. Instead, I'm producing a series of short videos. I've received input from a communications expert and the climate change advisor in Minister Rattenbury's office. Please let me know if your team would like to see the scripts. I'll be shooting and producing these shortly, for release once per week from late May.

Stay well!

Kind regards,

Jo Clay.

On Fri, 8 May 2020 at 12:47, Kilham, Emily <Emily.Kilham@act.gov.au> wrote:

UNCLASSIFIED

Hi Jo,

I hope this email finds you well. I just wanted to send you a quick reminder that the quarterly report for your Community Zero Emissions project was due on 28 April.

Looking forward to hearing from you.

Kind regards,

Emily

Emily Kilham | Program Officer

Phone: 02 6205 9725 | Email: Emily.Kilham@act.gov.au

Actsmart | Climate Change and Sustainability | Environment, Planning and Sustainable Development Directorate | ACT Government

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I pay my respects to the Traditional Custodians of the ACT past, present and future, the Ngunnawal people, and I acknowledge their continuing connection to Country and their unique cultural practices.

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