

Community Zero Emissions Grants - Round Two

Application Form - Round Two - Community Zero Emissions Grants

Application CZER200027 From Brindabella Christian Education Limited

Eligibility

* indicates a required field

Applicants: please note

Before completing this application form, you should have read the **ACT Community Zero Emissions Grants Program [guidelines](#)**, which are available at

http://www.environment.act.gov.au/_data/assets/pdf_file/0019/1191043/Community-Zero-Emissions-Grants-Program-Guidelines-2018-.pdf

Incomplete applications and/or applications received after the closing date will not be considered.

This section of the application form is designed to help you, and us, understand if you are eligible for this grant. It's crucial that you complete these questions before any others to ensure you do not waste your time applying for an unsuitable grant.

Applications will be assessed on how well they:

- align with the priorities identified within the **ACT Community Zero Emissions Grants Program [guidelines](#)**;
- demonstrate sound project planning, including achievable milestones, timelines, and project outcomes;
- establish that they are feasible and represent good value for money; and
- demonstrate relevant stakeholder and community support.

If you have any questions in regards to these eligibility criteria, please contact us at **actsmart@act.gov.au** or through ACCESS Canberra on **13 22 81**.

For further information and Frequently Asked Questions on grant applications within ACT Government please go to <http://www.grants.act.gov.au/faq>.

Confirmation of Eligibility

I confirm that the applicant organisation:

- has read and understands the guidelines for the ACT Community Zero Emissions Grants Round Two
- is able to demonstrate alignment between their project and the aims of this program
- is an incorporated not-for-profit organisation, or an individual/unincorporated not-for-profit organisation auspiced by an incorporated not-for-profit organisation for the purposes of this application
- has a minimum of \$10 million public liability insurance *or* can provide a quote from an insurance company and then become insured for \$10 million upon becoming successful for funding (this grant cannot be used to pay for the required insurance)
- is applying for funding to be used solely in the ACT and primarily for the benefit of ACT residents
- if undertaking works to a property, has permission from the property owner to undertake works. This is critical where community organisations lease ACT Government properties, which may be subject to existing repair and maintenance or minor capital works programs
- has completed any outstanding grant final reports due to EPSDD or has applied for an extension for previous grants before applying for new grants
- is not a government agency
- is not a political party registered under the Electoral Act

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- is prepared to enter into a Deed of Grant with the Territory

*

Yes No

You must confirm that all statements above are true and correct.

Contact Details

* indicates a required field

Privacy Notice

The **Environment, Planning and Sustainable Development Directorate** pledges to respect and uphold your rights to privacy protection under the [Australian Privacy Principles](#) (APPs) as established under the *Privacy Act 1988* and amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*. To view our privacy statement, go to <http://www.environment.act.gov.au/about/privacy>

Applicant Organisation Details

Lead organisation name *

Brindabella Christian Education Limited

Please use your organisation's full name. Check your spelling and make sure you provide the same name that is listed in official documentation such as with the ABR, ACNC or ATO.

Primary (physical) address *

136 Brigalow St
Lyneham ACT 2602

If your organisation operates in multiple locations or from multiple offices, please pick one as your primary address.

Postal address (if different to above)

PO Box 5103
Lyneham ACT 2602

We may send mail to this address.

Applicant website

<http://www.bcc.act.edu.au/lyneham>

Must be a URL

Primary contact person *

Mr Greg Zwajgenberg

This is the person we will correspond with about this grant

Position held in organisation *

Chairman of the Board

e.g. Manager, Board Member, Fundraising Coordinator

Primary phone number *

[REDACTED]

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Secondary phone number

[REDACTED]

Contact person's email address *

[REDACTED]

Must be an email address. This is the address we will use to correspond with you about this grant.

Organisation Details

* indicates a required field

What is your organisation's purpose or mission? *

MISSION

Offering a 'high quality education' with a Christian worldview that encompasses traditional Academic, Arts and Culture, Languages (Mandarin), Sport, Social and Spiritual development,

- Immersing God into the daily life of all students from ELC - Year 12,
- Attracting, retaining and developing Christian staff of the highest calibre,
- Increasing access to its model of Christian education through expansion of its geographic footprint and offer across Canberra, and
- Positively influencing the lives of others through education and community building.

no more than 100 words

What is your organisation's legal structure? *

- Incorporated association
- Company limited by guarantee
- Indigenous corporation, association or cooperative
- Non-trading co-operative
- Unincorporated association
- Individual / Community Group
- Other:

If you are an individual or your organisation is unincorporated your application must be auspiced by an incorporated not-for-profit organisation

What is your organisation's annual revenue?

- Less than \$50,000
- \$50,000 or more, but less than \$250,000
- \$250,000 or more, but less than \$1 million
- \$1 million or more, but less than \$10 million
- \$10 million or more, but less than \$100 million
- \$100 million or more

Your revenue includes grants, donations, and other fundraising activities, fees for services, sale of goods, interest, royalties and in-kind donations that have been included in your accounts as 'revenue'. The Australian Charities and Not-for-profits Commission (ACNC) has more detailed information here: www.acnc.gov.au/ACNC/Manage/Reporting/SizeRevenue/ACNC/Report/SizeRevenue.aspx

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Is your organisation auspiced by another organisation for the purposes of this grant? *

Yes No

Unincorporated organisations and individuals applying for a grant must be auspiced by an incorporated not-for-profit organisation. If you do not have an auspice you should not apply for this grant.

What type of not-for-profit organisation are you?

- General not-for-profit (i.e. none of the sub-types listed below)
- Educational institution (includes pre-schools, schools, universities & higher education providers)
- Religious or faith-based institution
- Philanthropic organisation
- Peak body
- Social enterprise
- International NGO
- Professional association

Does your organisation have an ABN? *

Yes No

ABN *

21 100 229 669

| Information from the Australian Business Register | |
|---|--|
| ABN | 21 100 229 669 |
| Entity name | Brindabella Christian Education Limited |
| ABN status | Active |
| Entity type | Australian Public Company |
| Goods & Services Tax (GST) | Yes |
| DGR Endorsed | Yes |
| ATO Charity Type | Charity More information |
| ACNC Registration | Registered |
| Tax Concessions | FBT Rebate, GST Concession, Income Tax Exemption |
| Main business location | 2602 ACT |

Information current as at 12:00am yesterday

Must be an ABN

Is this a joint application with multiple eligible organisations? *

Yes No

Two or more eligible organisations can work in partnership on a single project. Partnership applications must be of a joint nature - where one applicant submits the application with a letter of commitment from the Chief Executive Officer (or equivalent) of the second organisation

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Auspice Information

* indicates a required field

As the auspicing organisation does not have an ABN, please submit a completed ATO Statement by a Supplier form with your application, otherwise 48.5% of any approved grant may be withheld. Download the form from: https://www.ato.gov.au/uploadedFiles/Content/MEI/downloads/BUS38509n3346_5_2012.pdf

Please upload a completed Statement of Supplier form

No files have been uploaded

Max 25mb

Project Details

* indicates a required field

Project/program title *

Solar Trees

Your project title will be used to identify your project in all reports, media and promotion

Project Priority

- Transport
- Energy
- Waste
- Building
- Social Engagement *

Please select the program priority that your project addresses. You can select more than one priority.

Project Summary *

In conjunction with our Solar Energy partnered supplier "Solar Arena" the College will develop our first Solar Tree of many to be placed on campus that are designed to feed into our Solar Grid and Educational Video Learning Display for our students.

The Solar Tree will provide shade by day, it will have imbedded charging stations for IT and night lighting from the underside of solar panels maintained via solar battery storage. The tree design will also be further expanded to incorporate electric solar powered BBQ facilities attached to the footprint of the structure.

The energy collected via Solar Panels on our tree will be fed into our Solar Storage for energy re-use will all be intelligently interpreted by a set of live displays within the College, displayed in an educational manner that the students can comprehend.

This will be interwoven in the Educational Learning Programs of the College throughout our K-12 student cohort.

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As a College we have long been committed to being environmentally aware and the need to educate our students on how to be more environmentally responsible. This project, following the success of our ZNE Junior School Wing is a major commitment to that end.

no more than 350 words

The project summary should provide a brief, plain English overview of the need, objectives, activities and proposed practical outcomes of your project. It may be used to promote your project on the EPSDD website and in media releases.

How does your project align with the objectives and priorities of the Community Zero Emissions Grants Program outlined in section 1.1 of the guidelines? *

In designing new College infrastructure, we saw an opportunity to develop environmental and energy efficient buildings while also achieving minimal lifetime operational costs while also ensuring that the buildings were self-sustainable energy neutral buildings; aimed at developing Zero Net Energy (ZNE) buildings.

ZNE is the target for all our future infrastructure with a goal to simultaneously retrofit existing buildings that will remain but are not yet in an energy neutral position.

It was this original submission that failed to get up in Round-1.

NB: I do have to say I that I am absolutely astounded that a warehouse fork lift and a solar compactor for a few tenants actually won over educating hundreds, and in the end thousands, of children on being energy aware and responsible.

The Solar Trees we are now proposing to add to our infrastructure development is a unique way to feed energy into our campus energy grid that by its very nature of being innovative and interesting will aid the education and learning of our students, staff and parents. The trees will clearly perform practical tasks of shade and night lighting as well as educate significant numbers of people as we move our College to a ZNE footprint.

no more than 250 words

Please consult the program guidelines for more information about our program and organisational goals - see http://www.environment.act.gov.au/__data/assets/pdf_file/0016/1065202/2017-Community-Zero-Emissions-Grants-Program-Guidelines.pdf

How does your project align with the funding priorities outlined in section 4 of the guidelines? *

Ironically the Solar Trees (collecting clean energy) will provide shade by day for children and others from harmful solar rays and by night provide night lighting for the safety of the College Community and our greater local community.

no more than 200 words

Here we want you to describe in greater detail the 'why' of your project - what is the specific issue or need you want to address, and how will your project help to address it?

Project timeframe/milestones

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Anticipated project start date *

09/10/2018

If you are not sure, please pick an approximate date or click 'unknown' below

Unknown

Anticipated project end date *

28/02/2019

If you are not sure, please pick an approximate date or click 'unknown' below

Unknown

Please describe the major milestones that you expect will occur as part of your project/program.

| Milestones | Start Date | Finish Date | Location (if relevant) |
|---|--|--|---|
| Successful Grant * | Immediately following Grant Notification * | Depends on component construction timelines * | Lyneham Campus * |
| Design | Pre-Grant | Immediately following Grant Notification | Lyneham Campus |
| Construction | Immediately following Grant Notification | 2-Months | Lyneham Campus |
| Erection | Immediately following construction | 1-week | Lyneham Campus |
| | | | |
| (e.g. planning; major activities; evaluation) | If timing is not fixed provide an estimate, type 'unknown', or describe dependencies | If timing is not fixed provide an estimate, type 'unknown', or describe dependencies | (e.g. add address, suburb, region if known; otherwise type 'unknown' or 'not applicable') |

What are the project objectives? *

1. Education of students, staff and parents on sustainability, environmental responsibility and clean energy use.
2. Provide shade by day for children and others from harmful solar rays and by night provide night lighting for the safety of the College Community and our greater local community.
3. Provide "clean energy" charging stations for IT equipment.
3. Provide future "clean energy" BBQ facilities for the greater local community

no more than 300 words

You should have a maximum of three objectives. Ensure your objectives are achievable. Consider what "successfully" meeting each objective will look like and how you will know if you have been successful. Is it specific, measurable, attainable, realistic and time bound?

How will you know if these objectives have been achieved? *

Tree will be constructed, erected, used and reviewed for effectiveness and improvements.
no more than 200 words

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Describe three changes you will see if the expected outcomes of the project occur (150 words recommended).

What are the planned activities? *

no more than 300 words

Briefly list (bullet points) the specific activities that will take place and where they will take place (200 words recommended).

How will you maintain the project after the funding period has ceased? *

no more than 200 words

Outline how you will evaluate the success of the project and how the project will continue into the future. *

The tree's effectiveness will be monitored via the College's animated video feed system and based on review several more trees will be strategically erected on the College Campus and feed into the College's clean energy ZNE target.

no more than 200 words

Please attach any plans or sketches here if applicable

Filename: ACTREE-Conceptual Design.pdf

File size: 1.3 MB

Filename: Bench View.png

File size: 174.2 kB

Filename: Front View.png

File size: 182.7 kB

Filename: Rearview with Locked Enclosure.png

File size: 123.7 kB

Filename: Top View.png

File size: 210.2 kB

Filename: USB Carger Stations View.png

File size: 225.5 kB

Who are the expected primary beneficiaries of this project/program?

Education status > Students

Family relationships > Families

Please choose only the group/s that are at the very core of this project/program. If your initiative is open to everyone, choose the first item, 'Universal - no particularly targeted beneficiaries'

Do the beneficiary and/or geographic communities affected by this project/program support the activities you are proposing?

Yes No Don't know

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Evidence of community support is generally highly regarded as projects with community buy-in tend to be more successful.

Project location

Does your project involve works to a property? *

- Yes
 No

Project Location

136 Brigalow Street Lyneham

Is the property where the project is being conducted owned by the organisation?

- Yes No Not applicable

Is the property where the project is being conducted owned by a landlord?

- Yes No Not applicable

Promotions/Publications/Communication

If you intend to produce written material, please provide details of its format and content.

We provide information to students and parents via:

1. Newsletters
2. School Apps
3. School Website
4. School IT Login Site
5. College Parent, Staff Meetings and Open Days/Nights

Please explain in detail who your target audience is and how you propose to promote your project to them, e.g. workshops, social media.

The 5 types of media described in the previous question will be used to advise our College Community and we will use formal meetings to further promote the project.

Must be no more than 350 words.

How will you acknowledge the ACT Government and EPSDD's support of the project?

We will provide direct plaque signage on the tree and animated acknowledgement on the video displays.

Must be no more than 250 words.

Please provide a list of the ways in which your organisation will acknowledge the Directorate's contribution to the project. (for example, logo and acknowledgement on promotional material, media releases and coverage).

Consultation

Please explain what consultation you have undertaken in developing the project.

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| Who did you consult with? | Date/s of consultation | Context of consultation | Upload file if applicable |
|---------------------------|---|---|-------------------------------------|
| Solar Arena | Ongoing consultation for several months | Development of detailed design and engineering on prototype | <i>No files have been uploaded</i> |
| | | | <i>No files have been uploaded</i> |
| | | | Recommended maximum file size: 5mb. |

Collaboration

Collaborators are your project partners. Your collaboration should demonstrate partnerships that will improve the delivery of your outcomes. Please provide details of project collaborators, including their anticipated roles and responsibilities in delivering the project. Evidence of agreement to collaborate must be attached.

| Name | Organisation | Position | Anticipated role/responsibility | Collaboration confirmed (Y/N) | Evidence of agreement |
|------|--------------|--------------------|---------------------------------|-------------------------------|-------------------------------------|
| | Solar Arena | Production Manager | Project Leader | Y | <i>No files have been uploaded</i> |
| | Solar Arena | Senior Engineer | Design and Development | Y | <i>No files have been uploaded</i> |
| | | | | | Recommended maximum file size: 5mb. |

Inputs (Budget)

* indicates a required field

Total Amount Requested * \$25,000.00
 What is the total financial support you are requesting in this application? The funding limit for grant applications is \$25,000 (GST exclusive) per applicant. Only applicants seeking the full amount or less will be considered eligible for assessment.

Total Project/Program Cost * \$25,000.00
 What is the total budgeted cost (dollars) of your project?

Budget (GST exclusive)

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Please outline your project budget in the income and expenditure tables below, including details of other funding that you have applied for, whether it has been confirmed or not. All amounts should be GST exclusive.

Provide clear descriptions for each budget item in the 'Income' and 'Expenditure' columns. Income includes all resources to be utilised for the project, including grant funds, cash and in-kind contributions. As a guide, volunteer time or labour contributed to a project should be calculated at \$28.50/hr and professional or contractor time contributed should be calculated at \$75/hr.

Examples of expenses could include 'purchase of personal protective equipment (PPE)', 'project audit fees', 'office supplies', 'catering for volunteers'. Refer to the [Grants Program Guidelines](#) for what expenses are eligible and not eligible.

Use the 'Notes' column for any additional information you think we should be aware of.

Your budget **MUST** balance (TOTAL INCOME AMOUNT = TOTAL EXPENDITURE AMOUNT).

Please **do not add commas** to figures - e.g. type \$1000 not \$1,000 - this will ensure your figures for each table total correctly.

| Income Description | Income Type | Is the funding confirmed? | Income Amount (\$) | Notes |
|--------------------|---------------------|---------------------------|-------------------------|------------------------------------|
| 25000 * | Government Grants * | Unconfirmed * | \$25,000.00 * | ACT Community Zero Emissions Grant |
| | | | | |
| | | | | |
| | | | | |
| | | | Total: \$25,000.00 | |
| | | | Must be a dollar amount | |

| Expenditure Description | Funding type | Expenditure Type | Expenditure Amount (\$) | How was this figure calculated? |
|-----------------------------|--------------|--------------------------|-------------------------|---|
| Construction and Erection * | Grant funds | Project and Production * | \$25,000.00 * | Commitment from Solar Arena to "Cap" construction and Erection of the "Prototype" at the \$Grant amount |
| | | | | |
| | | | | |
| | | | | |
| | | | Total: \$25,000.00 | |

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| | | | | |
|--|--|--|-------------------------|--|
| | | | Must be a dollar amount | It is important to provide detail for this section |
|--|--|--|-------------------------|--|

What other inputs will you need in order to successfully carry out this project?

| |
|---|
| N/A |
| |
| |
| |
| |
| |
| Non-financial inputs could include staff/volunteers time/expertise, equipment, facilities, pro bono or in-kind contributions, advocacy, and other types of support. |

Applicant Capacity

Now that we know about your project/program, we want to find out more about your organisation's ability to undertake this work. Please provide some information about your organisation that will give us confidence that you can complete the work you've described in this application.

Brindabella Christian Education is a \$20Million Turnover Educational Organisation. Our activities are monitored and held to account by both Federal and the ACT Government. Our accounts are fully audited annually by Duesbury's. Our 2017 Annual Report is available on request. File size did not upload, however, Annual Reports can be viewed on our College Website.

Must be no more than 250 words.

Please include in this section information about your strategies for providing the inputs (money, staff/volunteers time/expertise, equipment, facilities, pro bono or in-kind contributions, advocacy, etc.) and how you will complete this project/program within the proposed timelines. Provide information also about any past work that may demonstrate your organisation's capacity to undertake this work. Provide links to further explanatory material if available/relevant.

Please provide a link to or attach a copy of your most recent Annual Report.

If you do not produce an annual report, please provide us with your most recent financial statements (may include a Profit and Loss Statement / Statement of Financial Performance and a Balance Sheet / Statement of Financial Position).

Upload files

No files have been uploaded
Recommended maximum file size: 5mb.

or

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Provide web link:

<http://www.bcc.act.edu.au/Default.aspx?PageID=5841219&A=SearchResult&SearchID=3235149&ObjectID=5841219&ObjectType=1>

Must be a URL

Authorisation and Declaration

* indicates a required field

Deed Of Grant

Successful applicants will need to sign the Community Zero Emissions Deed of Grant prior to receiving Grant funding. Please see the Deed of Grant template for your review and agreement [here](#). Where a successful application includes an auspicing organisation the Deed of Grant will be signed by the auspicing organisation and not the applicant.

I agree to the conditions within the Deed of Grant template. *

- Yes
 No

If you do not agree with the Deed of Grant template please contact the Environment Planning and Sustainable Development Directorate at actsmart@act.gov.au or 13 22 81 prior to submitting your application.

Certification

This section must be completed by two appropriately authorised persons on behalf of the applicant organisation (may be different to the contact person listed earlier in this application form).

- **We certify that to the best of our knowledge the statements made within this application are true and correct and have read and understand the [Grant Program Guidelines](#).**
- **We understand that if the applicant organisation is approved for this grant, we will be required to accept the terms and conditions of the grant as outlined within the application package and in accordance with the [Grant Program Guidelines](#).**
- **We acknowledge that EPSDD will not accept late applications**
- **We acknowledge that EPSDD may vary the level of funding provided through the Grants program at its sole discretion**
- **We acknowledge that EPSDD cannot guarantee funding for any application, and cannot guarantee funding for the full amount requested by the applicant.**
- **We agree to the Deed of Grant template or have contacted EPSDD to discuss our concerns.**

Applicant Representative #1

Name *

Mr Greg Zwajgenberg

Must be a senior staff member, board member or appropriately authorised volunteer

Position *

Chairman of the Board

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Position held in applicant organisation (e.g. CEO, Treasurer)

Contact Phone Number *

[REDACTED]

We may contact you to verify that this application is authorised by the applicant organisation

Contact Email *

[REDACTED]

Must be an email address.

Date *

16/06/2018

Must be a date.

I agree *

Yes No

Applicant Representative #2

Name *

Mr Alyn Doig

Must be a senior staff member, board member or appropriately authorised volunteer

Position *

Board Member - Board Chair of Governance and Risk
Position held in applicant organisation (e.g. CEO, Treasurer)

Contact Phone Number *

[REDACTED]

We may contact you to verify that this application is authorised by the applicant organisation

Contact Email *

[REDACTED]

Date *

16/06/2018

Must be a date.

I agree *

Yes No

Applicant Feedback

You are nearing the end of the application process. Before you review your application and click the **SUBMIT** button please take a few moments to provide some feedback.

Where did you hear about the grant program?

- Web Search Newspaper Colleague Other:
 Email from EPSDD Media Release Network

Time taken to develop your project (including negotiation with sponsors/ collaborators)

- Less than 10 hours 30 - 40 hours
 10 - 20 hours More than 40 hours
 20 - 30 hours

Please indicate how you found the online application process:

- Very easy Easy Neutral Difficult Very difficult

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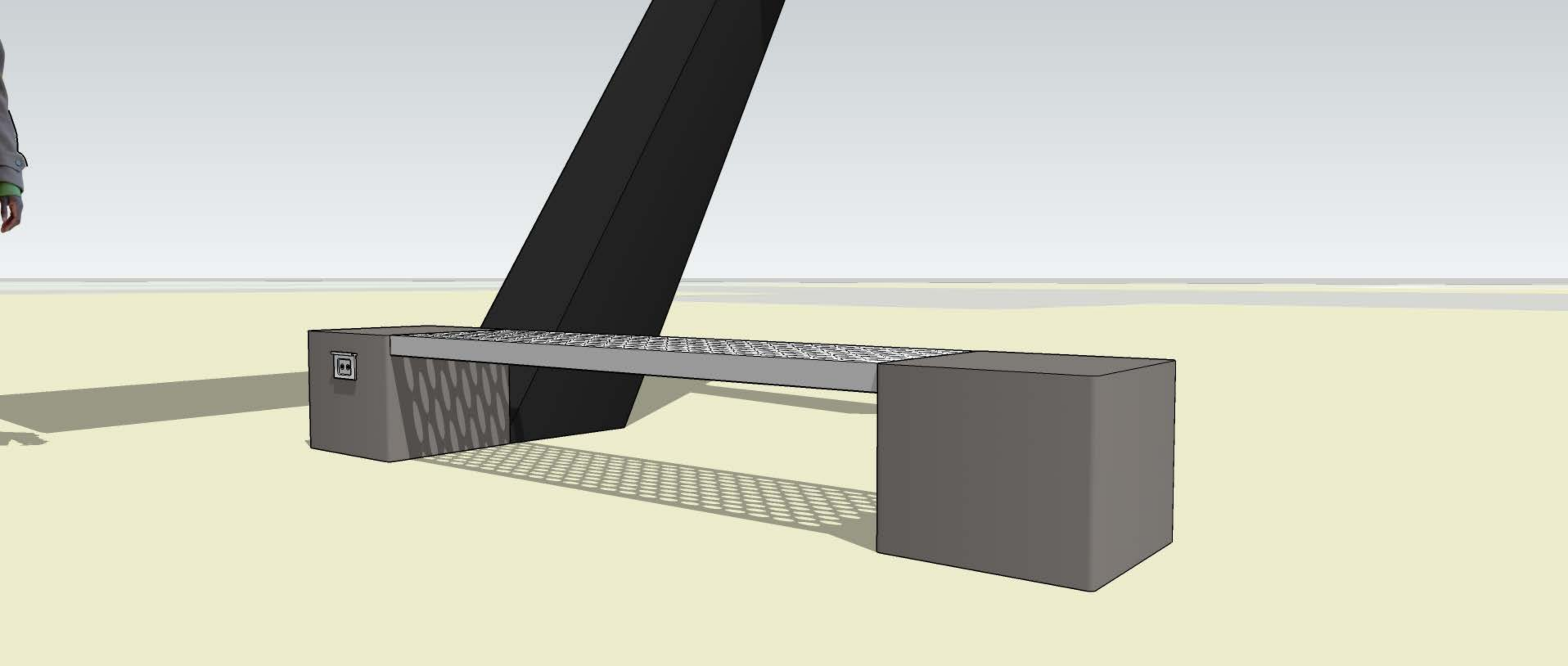
How many minutes in total did it take you to complete this application? *

60

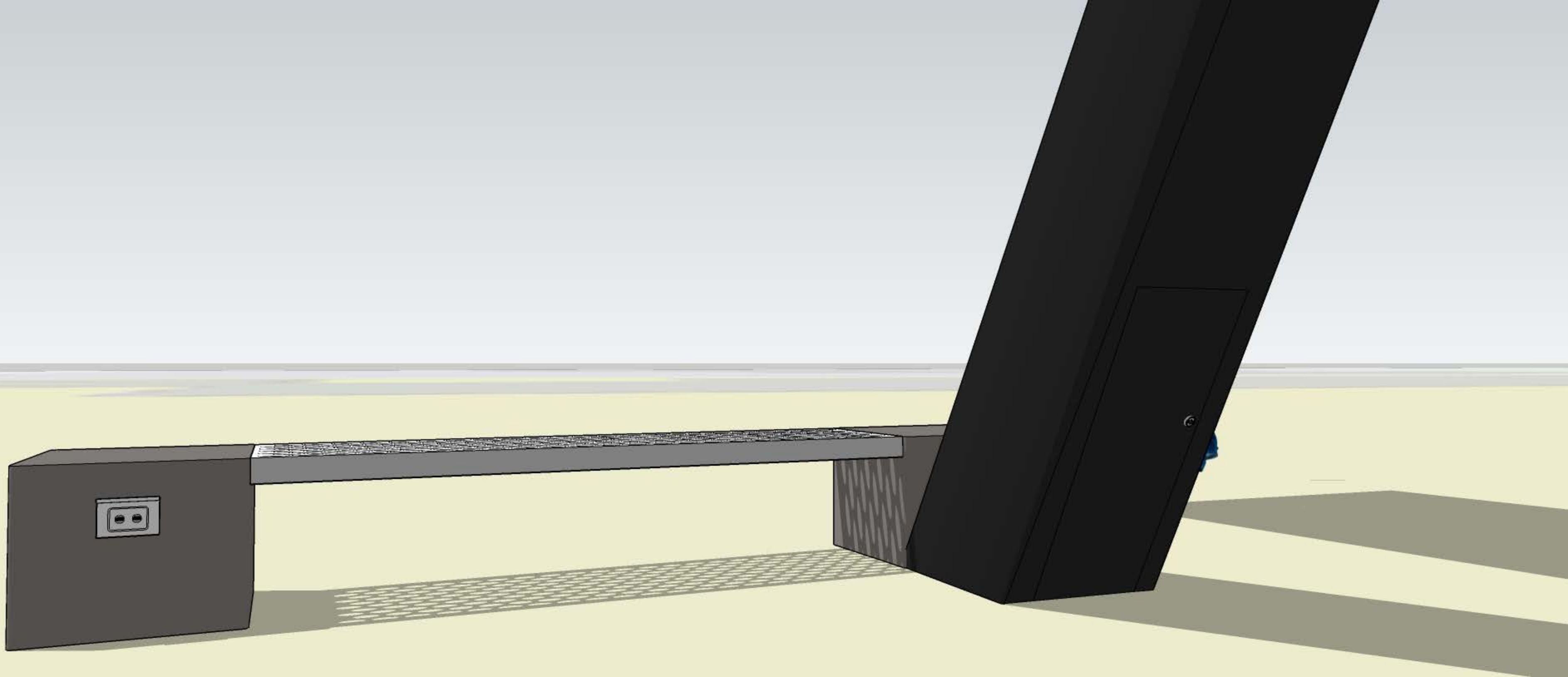
Estimate in minutes i.e. 1 hour = 60 minutes

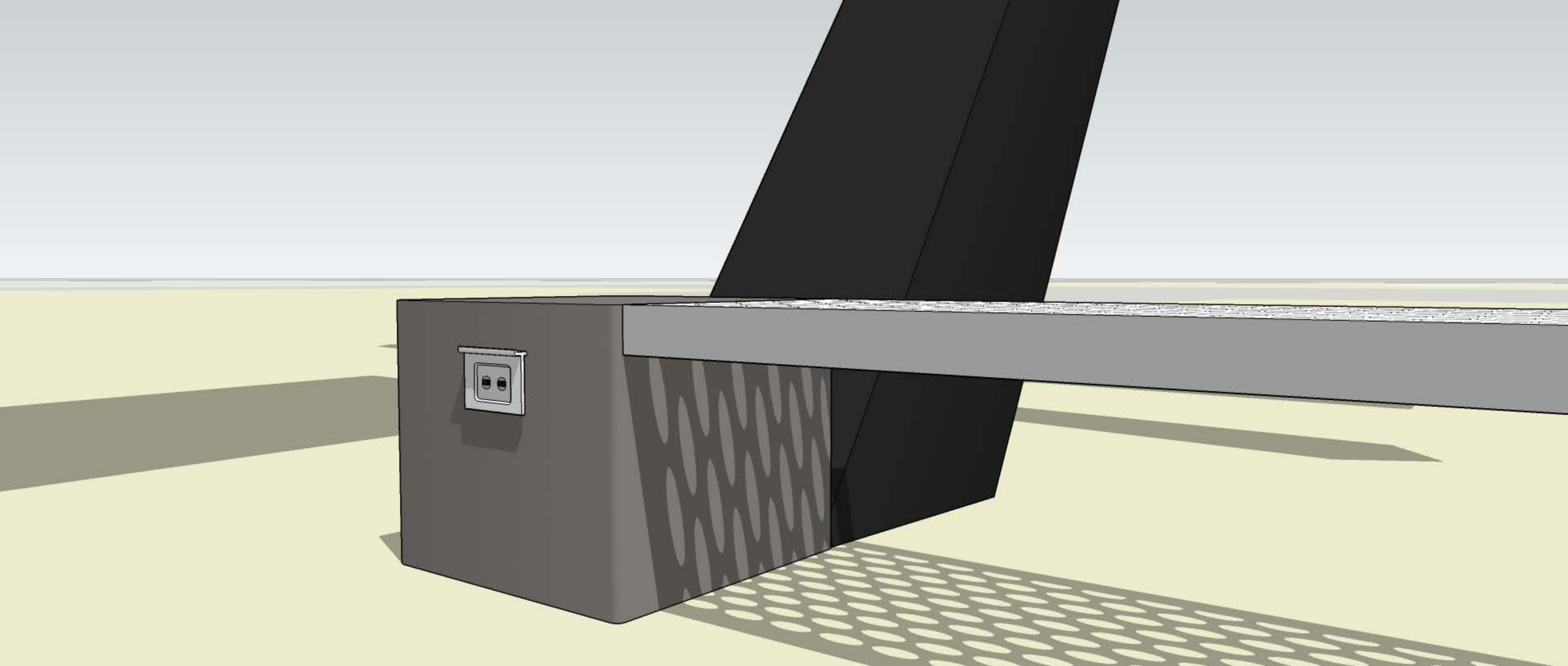
Please provide us with your suggestions about any improvements and/or additions to the application process/form that you think we need to consider.

N/A









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CZEGP Round 2 Eligibility Form

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Eligibility Checklist

* indicates a required field

Applicant organisation or the organisation sponsoring the applicant

- submit only one application per organisation
 - » be a not-for-profit organisation with an incorporated legal structure (e.g. an incorporated association, a company limited by guarantee, an indigenous corporation or a non-trading co-operative)
 - » have a minimum of \$10 million public liability insurance or provide a quote from an insurance company and then become insured for \$10 million public liability upon becoming successful for funding. This grant cannot be used to pay for the required insurance.
 - » be applying for funding for a project to be undertaken within the ACT
 - » If undertaking works to a property, have permission of the building owner to undertake works. This is critical where community organisations lease ACT Government properties, which may be subject to existing repair and maintenance or minor capital works programs
 - » advise of any outstanding grants from the ACT Government, and
 - » complete all relevant questions in the application form and have the declaration signed by the appropriate person (i.e. CEO or other authorised delegate).

Does the applicant or the organisation sponsoring the applicant meet all of the eligibility criteria listed above? *

Yes No

Must be at least 1 choice selected.

All criteria must be correct in order for this application to proceed to the next stage of assessment

Applicant eligibility criteria

- undertake project activities in the ACT
- not be a government agency
- not be a political party registered under the Electoral Act and
- be prepared to enter into a Deed of Grant with the Territory
- not an individual (unless auspiced through an incorporated community organisation)
- not a family trust
- not a statutory body and authority
- not a for-profit group or a public company

Does the applicant meet all of the eligibility Criteria listed above?

Yes

No

Project eligibility criteria

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CZEGP Round 2 Eligibility Form

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- innovative projects, initiatives and programs related to the reduction of greenhouse gas emissions in the ACT
- initiatives, projects and programs that generate new knowledge or information to facilitate local solutions to transition to zero emissions
- initiatives, projects and programs that develop innovative solutions to engage the community on zero emissions.
- Cannot be funded from other sources (e.g. other ACT Government grant programs)

Does the proposed project meet the project eligibility criteria listed above?

- Yes
 No

Non-eligible expenses

- applications seeking funding that exceeds the stated maximum grants amount available of \$25,000 per organisation
 - » any project or activity that does not occur within the ACT
 - » projects and/or activities that do not contribute to the aims of the ACT Climate Change Strategy AP2
 - » projects undertaken on property owned by the ACT Government except in the following circumstances:
 - energy and water efficiency upgrades in an ACT Government owned community facility where the eligible applicant is able to provide evidence of their right to occupy the site
 - » general administration costs such as phone, stationery and/or utility costs that exceed 10% of the grant sought
 - » maintenance of buildings, existing projects, infrastructure or services
 - » installations in private dwellings
 - » devolved grant funding (requests for funding to be provided to an applicant organisation who will then disseminate this funding to other organisations or individuals to complete the work)
 - » retrospective costs - projects or purchases which have already taken place
 - » commitments such as contract, hire purchases or rental agreements for any goods beyond the period funded
 - » reimbursement for previously completed activities
 - » on-going running costs of an organisation, including salaries
 - » projects proposed by a group or organisation with an overdue acquittal for projects or programs administered by the ACT Government
 - » projects that could be funded from other sources (e.g. other ACT Government grant programs) and
 - » funding of projects on an on-going basis, i.e. over multiple years will not be approved.
- on-going running costs of an organisation, including salaries
 - » insurances (e.g. public liability, volunteer)
 - » recurrent operational expenses (e.g. electricity, office rent/leases, rates, vehicle registration)
 - » administration costs (exceeding 10% of the original grant amount)
 - » entertainment, event expenses (excluding workshops)

Community Zero Emissions Grants - Round Two

CZEGP Round 2 Eligibility Form

Application CZER200027 From Brindabella Christian Education Limited

- » gifts/sponsorship/membership fees
- » purchase of uniforms
- » purchase of land or buildings
- » purchase of vehicles (with exception of bicycles)
- » fees related to applicants attending conferences, workshops or events and
- » training expenses.

Does the grant application include any of the non-eligible expenses listed above?

- Yes
 No

Has the applicant agreed to sign the Deed of Grant if successful? *

- Yes
 No
 Has contacted Actsmart to raise issues

No more than 1 choice may be selected.

Additional Comments

New Question

In the budget there is no break down of the anticipated grant funding.

There is no other source of funding for this project.



AUSTRALIAN CAPITAL TERRITORY

DEED OF GRANT

Dated

24 August 2018

Parties

AUSTRALIAN CAPITAL TERRITORY

Brindabella Christian Education Limited
ABN: 21 100 229 669

Project Title: Solar Tree

Prepared by

Environment Planning and Sustainable Development
Directorate
Level 2 Dame Pattie Menzies House North
16 Challis Street
Dickson ACT 2602
Ph: 6207 5437

Ref: CZER200027

Version

Version 1 8 August 2018

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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**

Brindabella Christian Education Limited
ABN: 21 100 229 669
Of PO Box 5103 Lyneham ACT 2602
(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 <i>A New Tax System (Goods and Services Tax)</i> |

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: \$27,500 (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:

Emma Humphreys
Program Manager
Sustainability Programs
Environment, Planning and Sustainable
Development Directorate
Level 2 Dame Pattie Menzies House North
16 Challis St
Dickson ACT 2602
Phone: (02) 6207 5532
Email: EmmaHumphreys@act.gov.au

For the Recipient:

Mr Greg Zwajenberg
Chairman of the Board
PO Box 5103
Lyneham ACT 2602



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 |
|------------------|--|---|----------------|
| Successful Grant | Immediately following Grant Notification | Depends on component construction timelines | Lyneham Campus |
| Design | Pre-Grant | Immediately following Grant Notification | Lyneham Campus |
| Construction | Immediately following Grant Notification | 2-Months | Lyneham Campus |
| Erection | Immediately following Grant Notification | 1-week | Lyneham Campus |

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 (\$) |
|-------------------------------|------------------------|---|------------------------|--------------------|-------------|
| Construction and Erection | Project and Production | Quote from Solar Arena including <ul style="list-style-type: none"> • Design Services • Solar System Modelling • Detailed Engineering Design • 3D Modelling & Rendering • Procurement of Solar Tree components (i.e. PV Modules, Batteries, Chargers, LED Lighting, Remote Communications, Video Feed, etc) • Construction & Installation of a Solar Tree Prototype at Brindabella Christian College • Commissioning and Testing of Solar Tree Prototype | \$25,000.00 | | |
| Construction and Erection | Project and Production | | | \$10,000.00 | |
| Total (excluding GST): | | | \$25,000.00 | | \$25,000.00 |

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

Not used.

SIGNED AS A DEED ON 24/8/2018

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

[Redacted signature]

Signature of witness

Toby Pearson

Print name

[Redacted signature]

Signature of Territory delegate

Ros Malouf

Print name

SIGNED for and on behalf of)
Brindabella Christian Education Limited)
ABN: 21 100 229 669)
in the presence of:

[Redacted signature]

Signature of witness

[Redacted signature]

Print name

[Redacted signature]

Signature of Recipient or authorised officer*

*delete whichever is not applicable (see note below)

CREA ZWASGENBERG

Print name and position

[Redacted signature]

Signature of second authorised officer*

*see note below

ANDREW KEAT COMPANY SECRETARY

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.