

THE CROWN IN RIGHT OF TASMANIA  
(Represented by the Department of State Growth)

Grant agreement

This grant agreement comprises the following parts:

- Part A: Grant agreement overview
- Part B: Information Table
- Part C: Glossary of terms
- Part D: Terms and conditions of grant
- Part E: Signing

REFERENCE AND CONTACT DETAILS  
Department: State Growth  
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Part A: Grant agreement overview

This agreement is made between the Crown in Right of Tasmania (called the **Grantor**) and the person named in Item 2 of the Information Table (called the **Recipient**).

Pursuant to this agreement the Grantor agrees to provide a monetary grant and in-kind support to the Recipient, and the Recipient agrees to accept the grant and the in-kind support.

The terms and conditions applicable to the grant are set out in Part B and Part D.

The agreement is made on the date shown in Part E.

**Important Information:**

**Instruction:** The Recipient must sign this agreement before it is signed on behalf of the Grantor. The Recipient will not be entitled to receive the grant until this agreement has been signed and dated on behalf of the Grantor.

Part B: Information Table

<b>Item 1: Grant program or reference</b>	
Agreement on the Conservation of Albatrosses and Petrels	
<b>Item 2: Recipient's details</b>	
Name:	The Secretariat established under Article VIII of the agreement on the conservation of albatrosses and petrels
Address:	Level 2, 119 Macquarie Street, Hobart TAS 7000
Facsimile:	Nil stated
Email:	christine.bogle@acap.aq or secretariat@acap.aq
Attention:	Dr Christine Bogle – Executive Secretary
<b>Item 3: Grant amount</b>	
(a)	Subject to (b), the amount of the grant is \$139,088.30 (excluding GST).
(b)	The amount of the grant will be adjusted each year to correspond with any adjustments made to an annual grant instalment in accordance with Item 5(b).

**Item 3A: In-kind Support**

The Grantor will provide the following In-kind Support:

No.	Description	Details
1	Communications support	Up to 3 x dedicated telephone lines
2	Communications support	1 x network connection
3	Communications support	1 x printer
4	ICT Support	Up to 3 Microsoft Office 365 accounts to facilitate access to email and internet services
5	ICT Support	Provision of an email account on our Office 365 platform to enable the sending/receiving of emails. The 365 service also includes Teams and Onedrive
6	ICT Support	Hosting of the Recipient's webpage and online data base, if required
7	ICT Support	Digital document and file storage
8	ICT Support	ICT support services during office hours of 8:00am to 5:00pm on Business Days
9	Human Resources	Receive and disburse salaries and salary entitlements of the Recipient's staff
10	Accounting and Financial Services	Operate an Agency Trust Account for receipt of payments, making payments and holding and managing the Recipient's operating funds ( <b>Recipient's Trust Account</b> )
11	Accounting and Financial Services	Provision of monthly statements of transactions through the Recipient's Trust Account
12	Accounting and Financial Services	Preparation of statements for annual auditing
13	Accounting and Financial Services	Provide assistance to the Recipient to engage an auditor, at the Recipient's own expense, to conduct an audit of the Recipient's Trust Account Statements each year.

**Item 4: Approved Purpose for which the Grant and In-kind Support is provided**

The Approved Purpose:

- (a) in respect of the Grant, is to assist the Recipient to maintain office accommodation in Hobart Tasmania as the headquarters under the ACAP for the ACAP Secretariat;
- (b) in respect of the In-kind Support, is to assist the ACAP Secretariat perform its functions as set out in Article X of the ACAP Agreement.

**Item 5: Grant payment method**

(a) The Grant is to be paid to the Recipient by five instalments as follows:

Instalment No.	Annual Grant Instalment Amount	Payment date
1	\$27, 817.66.	1 February 2024 (receipt of which is acknowledged by the Recipient).
2	An amount calculated in accordance with (b).	1 February 2025
3	An amount calculated in accordance with (b).	1 February 2026
4	An amount calculated in accordance with (b).	1 February 2027
5	An amount calculated in accordance with (b).	1 February 2028

(b) On each Adjustment Date, the annual grant instalment amount, paid by the Grantor immediately before the Adjustment Date, is to be adjusted by multiplying that sum by the Current CPI (for that Adjustment Date) divided by the Last CPI (for that Adjustment Date).

(c) In this row of the Information Table:

**Adjustment Date** means 1 February.

**Consumer Price Index** means the Consumer Price Index for Hobart (All Groups) published by the Australian Bureau of Statistics. The expression includes any index which is officially substituted for the Consumer Price Index (All Groups Hobart).

**Current CPI** means, in relation to an Adjustment Date, the Consumer Price Index number last published immediately before that date. The expression includes any index which is officially substituted for the Consumer Price Index (All Groups Hobart).

**Last CPI** means, in relation to an Adjustment Date, the Consumer Price Index Number last published 12 months before that date.

(d) If the reference base of the Consumer Price Index changes, the updated reference base must be recalculated so as to preserve the continuity of the use of the Consumer Price Index.

(e) Each instalment of the Grant is to be paid by electronic funds transfer to the Conservation of Albatrosses and Petrels Trust Account.

**Item 6: Reporting requirements related to use and expenditure of the Grant**

(a) The Recipient must give to the Grantor not later than 31 January in each year of the Grant Period, a report, as to the Recipient's use and expenditure of the Grant during the period commencing 1 February and ending 31 December of the previous year.

(b) Each report must be in a form and substance satisfactory to the Grantor.

**Item 7: Grantor's address details**

Address:	4 Salamanca Place, Hobart, Tasmania, 7000
Facsimile:	Nil stated.
Email:	<a href="mailto:Tara.Martin@stategrowth.tas.gov.au">Tara.Martin@stategrowth.tas.gov.au</a>
Attention:	Tara Martin

## Item 8: Special terms and conditions

The following special terms and conditions apply:

### 1. Definitions

**ACAP Agreement** means the multilateral agreement on the conservation of albatrosses and petrels to which the Recipient is the Secretariat in accordance with Article 1, s2(b) of that agreement, a copy is attached hereto (and includes any amendment to that agreement from time to time).

**ACAP Secretariat** has the meaning given in the ACAP Agreement.

**Agency Trust Account** has the meaning given in the *Financial Management Act 2016* (Tas).

**Grant Period** means the period commencing 1 February 2024 and ending 31 January 2029.

**Grantor's IT System** means the Grantor's physical and computing environment that is operated, maintained or provided by or on behalf of the Grantor relevant to the In-kind Support.

### 2. Application of Grantor's policies, codes etc.

The Recipient must, where relevant to the Recipient's obligations in undertaking the Approved Purpose and/or the provision of the In-kind Support comply with all Grantor policies, codes of conduct, rules, standards and procedures (including in respect of work health and safety and security) which apply to the Grantor's IT System or the Grantor's personnel.

## Part C: Glossary of terms

In this agreement, unless the context otherwise requires:

**Approved Purpose** means the purpose for which the Grant is provided as set out in Item 4 of the Information Table.

**Business Day** means any day other than a Saturday, Sunday or public holiday at the Grantor's address.

**Grantor** means the person or entity named in Part A as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's processors and successors in office (as applicable).

**Grant** means the grant paid or to be paid by the Grantor to the Recipient pursuant to clause 2 in Part D.

**GST** has the meaning in the *A New Tax System (Goods and Services) Act 1999* (Cwlth). Expressions defined in the GST Act

have the same meaning when used in this agreement.

**Information Table** means the table in Part B.

**In-kind Support** means the non-financial support to be provided by the Grantor to the Recipient as set out in Item 3A of the Information Table.

**Recipient** means the person named in Item 2 of the Information Table as the Recipient, and where the context requires, includes the officers and employers of the Recipient.

**Relevant Matter** means any matter or thing related to any of the following: the performance by the Recipient of its obligations under this agreement; the receipt, use or expenditure of the Grant; the receipt or use of the In-kind Support; the carrying out of the Approved Purpose; any report provided, or to be provided, by the Recipient to the Grantor in accordance with this agreement; any information provided by the Recipient to the Grantor in connection with any application for the Grant.

## Part D: Terms and conditions of grant

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### 1 Interpretation

In this agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other grammatical forms of a defined term have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of the thing;
- (e) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them.
- (f) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a government body, or any other entity;
- (g) a reference to a party includes that party's executor's administrators, successors and permitted assigns and substitutes; and
- (h) mentioning any thing after the words 'includes' 'included' or 'including' does not limit the meaning of any thing mentioned before those words.

Headings do not affect the interpretation of this agreement.

### 2 Agreement to provide Grant

Subject to the terms of this agreement, the Grantor will provide to the Recipient:

- (a) a grant in the amount set out in Item 3 of the Information Table; and
- (b) the In-kind Support;

for use by the Recipient for the Approved Purpose in accordance with this agreement.

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial and in-kind assistance to the Recipient in respect of the Approved Purpose is limited to the Grant and the In-kind Support; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this agreement or in respect of the Approved Purpose.

### 3 Payment of Grant

If the Grant is subject to GST, the Grantor is not required to pay the Grant until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 15.

The Grantor will pay the Grant to the Recipient in the manner specified in Item 5 of the Information Table. If no method of payment is specified in Item 5 of the Information Table, the method of payment will be as determined by the Grantor.

#### 3A Provision of In-kind Support

- (a) Subject to clause (b) below, during the Grant Period the Grantor will provide the In-kind Support to the Recipient as determined by the Grantor.
- (b) The Grantor is not required to provide the In-kind Support except to the extent that, at the time the In-kind Support is required, the Grantor determines (in its absolute discretion) that it has sufficient resources and capacity available to allow it to do so.

### 4 Application of Grant and related matters

The Recipient must only use the Grant and the In-kind Support to undertake the Approved Purpose.

The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.

The Recipient must undertake the Approved Purpose exercising reasonable skill, care and attention.

The Recipient must comply with all applicable laws in expending the Grant and in carrying out the Approved Purpose.

## **5 Financial records**

The Recipient must keep and maintain proper accounts, records and financial statements, showing the receipt, use and expenditure of the Grant.

The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

## **6 Review, monitoring or audit of Relevant Matters**

The Grantor may from time to time review, monitor or audit any Relevant Matter. The Recipient must in connection with any such review, monitoring or audit by the Grantor comply with any reasonable directions of the Grantor.

## **7 Reporting**

The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 6 of the Information Table.

The Recipient must provide to the Grantor such other reports and documents as required by the Grantor from time to time in connection with any Relevant Matter.

Unless otherwise stated in Item 6 of the Information Table, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause.

## **8 Publicity concerning Grant and Approved Purpose**

The Recipient must comply with any reasonable instructions given by the Grantor concerning publicity by the Recipient regarding the Grant and the Approved Purpose.

## **9 Repayment obligations**

The Recipient must repay to the Grantor on demand in writing by the Grantor:

- (a) any part of the Grant that is not required by the Recipient to carry out the Approved Purpose;
- (b) any part of the Grant that is used by the Recipient for a purpose that is not the Approved Purpose;
- (c) the Grant – if the Recipient does not promptly complete the carrying out of the Approved Purpose in accordance with this agreement; and
- (d) the Grant – if any information given, or statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is shown to be untrue, incorrect or misleading in any way.

## **10 No reliance by the Recipient**

The Recipient acknowledges that it has not entered into this agreement in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

## **11 Responsible person**

If the Recipient is not an incorporated body, the person signing this agreement for the Recipient is personally responsible for performing all of the Recipient's obligations under this agreement.

## **12 Confidentiality in relation to this agreement**

Despite any confidentiality or intellectual property rights subsisting in this agreement, either party may publish, without reference to the other, all or any part of this agreement.

Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

## **13 Notices**

The addresses, facsimile numbers and email addresses of the parties for the receipt of any Notice are:

- (a) in the case of the Grantor, as set out in Item 7 of the Information Table or as subsequently notified by the Grantor to the Recipient; and
- (b) in the case of the Recipient, as set out in Item 2 of the Information Table or as

subsequently notified by the Recipient to the Grantor.

A Notice may be served by: delivering it by hand to the party; leaving it at the party's address; sending it by prepaid ordinary post to the party's address; sending it by facsimile transmission to the party's facsimile number; or sending it by email to the party's email address.

In this clause, **Notice** means a notice or other communication for the purpose of this agreement.

#### 14 Governing law

This agreement is governed by the law of Tasmania.

#### 15 GST

If GST is imposed on any supply made by a party under this agreement, the recipient of the supply must pay to the person making the supply, in addition to any consideration payable, or to be provided by, the recipient under this agreement for that supply, an additional amount equal to the GST payable by the person making the supply for that supply.

The additional amount is to be paid at the same time and in the same manner as the supply to which the GST relates.

#### 16 Special conditions

The special terms and conditions in Item 8 of the Information Table form part of this agreement.

If there is any inconsistency between the special terms and conditions in Item 8 of the Information Table and any another provision of this agreement, the special terms and conditions override the other provision to the extent of the inconsistency.

A special term or condition in Item 8 of the Information Table is taken not to be inconsistent with another provision of this agreement if the special term or condition and the other provision are both capable of being complied with.

#### 17 Miscellaneous

The Recipient must not assign any of its Rights or obligations under this agreement except with the prior written consent of the Grantor.

An obligation or liability on the part of two or more persons binds them jointly and severally.

This agreement may only be amended or supplemented in writing signed by the parties.

Nothing in this agreement:

- (a) constitutes a party to be the partner, agent or legal representative of another party for any purpose; or
- (b) creates, a partnership or joint venture between the parties.

The non-exercise of, or delay in exercising, any Right does not operate as a waiver of that Right. A single exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right. A Right may only be waived in writing, signed by the party to be bound by the waiver. A waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

Each Right of the Grantor provided in this agreement is exclusive and independent of each other Right of the Grantor in this agreement, and all other Rights of the Grantor at law or in equity.

In this clause, **Right** includes a right, power, remedy, authority and discretion.