



Federation of
Victorian Traditional
Owner Corporations

Insert Date

Insert Name

Insert Title

Insert Organisation Name

Insert Address

Dear **Insert Name,**

**Grant Agreement – Aboriginal Culture and Healing Flood Recovery Grant Program for the
October 2022 Victorian Floods
Project: **Insert Project Name****

The Federation of Victorian Traditional Owner Corporations (**Federation**) has partnered with Emergency Recovery Victoria (**ERV**) to deliver the Aboriginal Culture and Healing Flood Recovery Grant Program for the October 2022 Victorian Floods (**Grant Program**) to Traditional Owner and Aboriginal communities in Victoria.

The Grant Program is managed in accordance with the Aboriginal Culture and Healing Flood Recovery Grant Program for the October 2022 Victorian Floods Funding Guidelines (**Funding Guidelines**).

The Federation has allocated the grant to **Insert Organisation Name** (**Recipient**) to carry out the abovementioned project.

This correspondence is an offer to the Recipient to accept the abovementioned grant, on the terms and conditions set out in the enclosed Grant Agreement. If the Recipient accepts this offer it must sign the Funding Agreement where indicated and return it to the Federation within 1 month of the date of this letter.

Upon signing the Grant Agreement both parties will be bound by the terms and conditions of the agreement, and the Federation will release the grant to the Recipient in accordance with the payment terms outlined in Schedule 2.

Yours faithfully,

Paul Paton
CHIEF EXECUTIVE OFFICER
Federation of Victorian Traditional Owner Corporations

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info@fvtoc.com.au
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ABN: 40 164 514 121

GRANT AGREEMENT

Recipient: Click or tap here to enter text. (ABN) (the **Recipient**)

Grant Amount: Click or tap here to enter text. (exclusive of GST) (the **Grant**)

Project: Click or tap here to enter text. (the **Project**)

The Federation agrees to provide the Grant to the Recipient on the following terms:

Release of funds

1. The Federation will provide the Recipient with the Grant in accordance with these terms and subject to receipt of each of the Payment Deliverables as specified in **Schedule 1**.

Recipient's obligations

2. The Recipient must apply the Grant solely for the Project. The Recipient must not use the Grant for any other purpose.
3. If applicable, the Grant will be increased by an amount equal to any GST payable with respect to the taxable supply for which payment is made provided that with the claim for payment, the Recipient submits a tax invoice, unless the parties have agreed in writing to have issued a Recipient created tax invoice. The total amount of moneys paid under this Agreement will be increased to include the total amount of GST payable.
4. The Recipient must commence the Project by Click or tap to enter a date. (**the Commencement Date**) and satisfactorily complete the Project by 31 January 2025 (**the Completion Date**).
5. The Recipient must promptly advise the Federation if the Recipient will not or may not perform or complete the Project. In such event the Federation may require the Recipient to pay back all or some of the Grant as deemed appropriate.
6. The Recipient is solely responsible for the completion of the Project and the Federation is not liable for any funds or payment of expenses of any kind whatsoever which are more than the Grant (including without limitation further funding or the payment of any taxes).
7. Any part of the Grant which has not been spent by the Recipient by the Completion Date will be dealt with at the sole discretion of the Federation, which may include termination of this Funding Agreement and the unspent part of the Grant being returned to the Federation or, with written agreement, redirected to alternative activities.
8. If, in accordance with clause 7, the Federation requests the Recipient return any of the unspent Grant, it must do so within 14 days in the manner specified by the Federation.

Reporting Obligations

9. The Recipient will provide the Federation with reports on the dates set out in **Schedule 2** and such other information in relation to the Project and the expenditure of the Grant as the Federation requests.
10. The content of reports are set out in **Schedule 3**. The parties agree that the Federation may, upon reasonable written notice, amend the requirements in **Schedule 3**.
11. The Recipient must keep records of how the Grant has been spent and retain evidence of expenditure for the Project in accordance with generally accepted accounting principles.
12. Upon request, the Recipient will permit the Federation, Emergency Recovery Victoria, the Department of Justice and Community Safety and/or the Auditor General of Victoria access to the Recipient's accounting records maintained under above clause 11 and where relevant, inspect any Project works, the Project site or any equipment relating to the Project.
13. If the Recipient does not account for any part of the Grant when requested to do so, then the Recipient will become liable to pay back the unaccounted Grant to the Federation.

Termination of this Agreement

14. If the Recipient breaches any of the terms and conditions contained in this Funding Agreement and in the reasonable opinion of the Federation, the breach is capable of remedy, the Federation may notify the Recipient in writing, and the Recipient must remedy the breach within 14 days.
15. If the Recipient breaches any of the terms and conditions contained in this Funding Agreement and fails to comply with a notice issued under clause 14, or if the Federation is of the reasonable opinion that:-
 - (a) The Project is not proceeding satisfactorily; or
 - (b) The Recipient has engaged or may engage in any conduct which, affects or may adversely affect the goodwill or reputation of the Federationthe Federation may in its absolute discretion
 - (c) Withhold any payment due to be made under this Agreement;
 - (d) Require the repayment to the Federation of the whole or part of the Grant as may be determined by the Federation; and/or
 - (e) By written notice terminate this Agreement.
16. Where the Federation is of the reasonable opinion that:
 - (a) There has been a significant deterioration in the financial circumstances of the Recipient;
 - (b) The Recipient is subject to an insolvency administration; or

(c) Continued association with the Project, or the Recipient may bring the Federation into disrepute the Federation may in its absolute discretion withhold, suspend, cancel or terminate any payment or payments due or to fall due and/or by written notice terminate this Agreement.

17. The rights of the Federation under clause 15 and 16 are in addition to and do not derogate from any other legal rights or remedies available to the Federation including but not limited to the ability to recover Funds which have been spent other than in accordance with the terms of this Funding Agreement.

Indemnity and Insurance

18. The Recipient indemnifies the Federation, its officers, employees and agents from and against all actions, claims, demands, costs and expenses (including the costs of defending or settling any action, claim or demand) made, sustained, brought or prosecuted against those indemnified in respect to this Funding Agreement or the Project.

19. The Recipient will obtain and maintain all insurances required by law and any other insurances reasonably requested in writing by the Federation in respect of the Project.

Publicity and Intellectual Property

20. The Federation may include the name of the Recipient and the amount of the Grant to the Recipient under this Funding Agreement in its annual report.

21. The Recipient will provide reasonable assistance to the Federation in promotion of the Aboriginal Healing and Culture Flood Recovery Grant Program and the Project. This may include contributing to media releases, case studies or promotional events and activities.

22. The Federation will allow the Recipient to fact check any text and will seek approval to use any images owned by the Recipient and associated with the Project prior to the publication of any such promotional materials.

23. The Federation may publicly name the Recipient and the type of support received as the result of the provision of this Grant. The Federation may issue a mutually agreeable media release regarding the Project. The Recipient must not publicise the Grant until after the publicity release by the Federation without the approval of the Federation.

24. The parties to this Funding Agreement will comply with the Indigenous cultural and intellectual property terms set out in **Schedule 4**.

25. The Recipient grants to the Federation a non-exclusive, paid-up licence to reproduce, publish or otherwise use for non-commercial purposes the reports and any documents and other materials provided by the Recipient under this Funding Agreement, subject to the terms set out in **Schedule 4**.

26. The Recipient consents to the Federation providing all materials outlined in clause 24 to Emergency Recovery Victoria.

General

- 27. Any variations to this Agreement or to the Project must be in writing and signed by both parties.
- 28. This Funding Agreement records the entire agreement between the parties and supersedes all previous negotiations, understandings and agreements.
- 29. The Recipient and its employees, servants or agents are not for any purpose, an employee, partner or agent of the Federation, or vested with any power or authority to bind or represent the Federation.
- 30. The parties acknowledge that this Funding Agreement does not create a legal partnership or joint venture between any of the parties.
- 31. If any part of this Funding Agreement is, or becomes, void or unenforceable, that part is or will be severed from this Funding Agreement to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and unaffected by severance.
- 32. The laws of the State of Victoria govern this Funding Agreement and the parties submit themselves to the jurisdiction of the courts in the State of Victoria.
- 33. Upon entering this Funding Agreement, the terms and conditions set out in this document will be entered into as an agreement between the parties and the parties will be legally bound by all rights, duties and obligations contained in this agreement.
- 34. The Recipient may sign this agreement electronically and provide the signed Funding Agreement to the Federation by email.

Executed as an agreement

Signed for and on behalf of the **Federation of Victorian Traditional Owner Corporations** (ACN 164 514 121) by its authorised representative in the presence of

Signature of witness	Signature of authorised representative
Name of witness (print)	Name of authorised representative (print)
Date:	Date:

Signed for and on behalf of **Insert organisation name** by its authorised representative in the presence of:

Signature of witness	Signature of authorised representative
Name of witness (print)	Name of authorised representative (print)
Date:	Date:

Schedule 1

Project

Template

Schedule 2

Payment Terms

The Federation will pay each instalment of the Grant to the Recipient within 30 days of the Recipient completing the Payment Deliverables associated with the relevant instalment as set out below:

Payment Deliverables	Amount	Due Date
1 st instalment <ul style="list-style-type: none">Valid Tax Invoice		
2 nd instalment <ul style="list-style-type: none">Valid Tax InvoiceProgress Report		
3 rd instalment <ul style="list-style-type: none">Valid Tax InvoiceFinal Report		
Subtotal (excl. GST)		
GST (if applicable)		
Total (incl. GST)		

Schedule 3

Reporting Terms

For the purpose of this Grant Agreement:

1. Project Progress Report

The Project Progress Report must be provided no later than the time specified in Schedule 2 - Payment Terms - and must:

- a. Report on the progress of the Project against the project plan set out in Schedule 1, including the progress toward the achievement of the Project activities and purpose; and
- b. Include a breakdown of Project expenditure to date and expenditure breakdown against items purchased as part of the Project.

2. Final Report means a report including:

- a. Evidence that the Project has been completed;
- b. Evidence of the achievement of the Project purpose and outcomes as indicated in the Project Plan set out in Schedule 1, including consistency with the identified objectives of the funding; and
- c. Include a statement of Project expenditure showing how the Grant has been spent and acquitted against the Project budget accompanied by a signed declaration that the Grant was expended in fulfilment of this Grant Agreement.

Schedule 4

Indigenous Cultural and Intellectual Property Terms

1. The Recipient warrants that any Intellectual Property (including any ICIP in the Intellectual Property) used in connection with the Project including in all reports and materials provided by the Recipient to the Federation under this Funding Agreement is the sole property of the Recipient or the Recipient is legally entitled to use that Intellectual Property.
2. The parties agree that:
 - a. any ICIP (including Intellectual Property rights in the ICIP) is owned by the relevant Traditional Owners; and
 - b. the Federation must not use the ICIP for any purpose.
3. For the purpose of this Schedule 4, the following definitions apply:
 - a. **Indigenous Cultural and Intellectual Property or ICIP** means all aspects of heritage of Traditional Owners, including:
 - i. 'cultural heritage' as defined in the *Aboriginal Heritage Act 2006 (Vic)*;
 - ii. literary, performing and artistic works (including but not limited to songs, music, dances, stories, ceremonies, symbols, languages and designs);
 - iii. scientific, agricultural, technical and ecological knowledge (including but not limited to cultigens, medicines and phenotypes of flora and fauna);
 - iv. Traditional Knowledge;
 - v. Traditional Cultural Expressions;
 - vi. all items of movable cultural property;
 - vii. ancestral remains and human genetic material;
 - viii. immovable cultural property (including sacred and historically significant sites and burial places);
 - ix. languages;
 - x. genealogical information and kinship relationships; and
 - xi. documentation of Aboriginal peoples' heritage in archives, film, photographs, videotape or audiotape, databases and all forms of media including digital files.
 - b. **Intellectual Property** includes business names, copyrights, and all rights in relation to inventions, patents, registered or unregistered trademarks (including service marks), registered designs, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
 - c. **Traditional Cultural Expression** means any form in which Aboriginal cultural tradition, customs, beliefs and lifestyles are manifested, irrespective of content, quality or purpose, whether tangible or intangible, and, without limitation, includes:

- i. names, stories, histories and songs in oral narratives;
 - ii. art and craft, musical instruments, sculpture, paintings, rock art, carvings, pottery, terra-cotta mosaic, woodwork, metalware, painting, jewellery, weaving, needlework, shell work, rugs, costumes and textiles;
 - iii. music, dances, theatre, literature, ceremonies, ritual performances and cultural practices;
 - iv. photographs, recordings, and films;
 - v. the delineated forms, parts and details of designs and visual compositions; and
 - vi. architectural forms.
- d. **Traditional Knowledge** means the expertise, skills, innovations and practices that form the knowledge systems embodying the traditions, observances, customs, beliefs and lifestyles of the Traditional Owners, or are contained in knowledge systems passed between generations or rediscovered and continuously developed following any changes in the environment, geographical conditions and other factors. It is not limited to any specific technical field, and may include:
- i. agricultural, environmental and medicinal knowledge;
 - ii. any knowledge associated with traditional cultural expressions, including any way in which Aboriginal cultural knowledge appears or is manifested, irrespective of content, quality or purpose, whether tangible or intangible; and
 - iii. any knowledge associated with biological resources, including genetic resources, organisms or parts thereof, populations, or any other biotic component of an ecosystem with actual or potential use or value for humanity.

Traditional Knowledge includes the adapted use of this knowledge as it is translated into culturally specific and appropriate practices.

- e. **Traditional Owners** refers to those Aboriginal people who have, in accordance with their Aboriginal tradition, a social, ancestral, economic and/or spiritual affiliation with, and responsibilities for, all or any part of the lands or waters.