



THE MILL HOUSE
VENTURES

ACT Social Enterprise Grant Program Funding Agreement

Date

Parties

The Mill House Ventures Limited ("**Mill House Ventures**")
ACN 628 583 611

&

[Company]
ABN [ABN]

Prepared by

The Mill House Ventures
ACN 628 583 611



THE MILL HOUSE
VENTURES

Contents

1. Interpretation.....	3
2. Payment and Use of Grant.....	5
3. Grant Period.....	5
4. Separate accounting for Grant.....	5
5. GST	6
6. Records.....	6
7. Reporting of progress and expenditure.....	7
8. Acknowledgement of Funding	7
9. Intellectual Property Rights	8
10. Insurance and Indemnity.....	8
11. Termination of Grant.....	9
12. Refund of Grant.....	10
13. Dispute Resolution	10
14. Variation	11
15. General.....	11
Schedule 1.....	14
Schedule 2.....	16
Schedule 3.....	18



Parties: The Mill House Ventures Limited ACN 628 583 611 of University
Canberra Social Enterprise Hub, Building 1, Level A, Shop 03, Bruce ACT
2617 (“**Mill House Ventures**”)

&

[Company] ABN [ABN] of [Business Address]

Background: Mill House Ventures 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 agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1. Definitions

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

Contact Officer	means, in relation to each party, the representatives whose names and contact details are specified in Schedule 1 Item 5, 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 Schedule 1 Item 2 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 Schedule 1 Item 1.
GST	has the same meaning as it has in the GST Act.
GST Act	means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).



Invoice means an invoice that:

- (1) if GST is payable in respect of any taxable supply made under this agreement, 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 agreement; and
- (4) is rendered at the times specified in Schedule 1 Item 2 (if any) and addressed to the Mill House Ventures' Contact 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 agreement, 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 agreement on more than one person binds them jointly and severally.



2. Payment and Use of Grant

2.1 Payment of Grant

Mill House Ventures must pay the Recipient the Grant following its receipt of an Invoice and otherwise in accordance with Schedule 1 Item 2.

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 agreement; and
- (3) complete the Funded Activity by the end of the Grant Period unless terminated under the provisions of this agreement.

3. Grant Period

This agreement is for the Grant Period unless terminated under the provisions of this agreement.

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

The Recipient is not required to hold the Grant funding in a separate bank account as per Schedule 1 Item 7 in a separate bank account the Grant.



5. GST

If the Recipient is registered under the GST Act, the Mill House Ventures 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 Mill House Ventures 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 Mill House Ventures 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 agreement, whichever occurs first.

6.2 Access

- (1) To audit the Recipient's compliance with this agreement, the Mill House Ventures may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records relating to the Funded Activity kept by the Recipient and the progress of the Funded Activity.
- (2) The Recipient must:
 - a. give the Mill House Ventures access to those records and such assistance as may reasonably be necessary to enable the Mill House Ventures to conduct an audit under clause 6.2(1), and
 - b. permit the Mill House Ventures, at its own cost, to take copies of any records relating to the Funded Activity.



6.3 Territory's Auditor-General

Without limiting the Mill House Ventures' rights, any of the Mill House Ventures' rights under this clause 6 may also be exercised by the Mill House Ventures' auditor, the Territory and the Territory's Auditor-General, her delegate and 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 report to the Mill House Ventures relating to the progress of the Funded Activity and expenditure of the Grant in the manner and at the times required in Schedule 1 Item 3.

7.2 Annual progress updates

Mill House Ventures will contact the Recipient on an annual basis after the Grant Period for the purpose of collecting information on the progress of the Recipient's project. The Recipient is expected to provide this information in a timely manner and should include, and is not limited to:

- a. Changes in the number of full-time equivalent staff;
- b. Leveraged grant and private sector investment received; and
- c. Figures relevant to sales growth

Information collected in this annual survey may be provided to the ACT Government upon request.

7.3 Other notifications

The Recipient must keep the Mill House Ventures 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 agreement.

8. Acknowledgement of Funding

8.1 Acknowledgement of support

The Recipient must in relation to the Funded Activity:

- (1) acknowledge the support of the Mill House Ventures and the ACT Government in any public event, media release or media coverage; and



- (2) include an acknowledgement in the form set out in Schedule 1 Item 6 in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising relating to the funded project.

8.2 Other obligations

The Recipient must:

- (1) in relation to the material referred to in clause 8.1(2), promptly provide to the Mill House Ventures:
 - a. if requested by the Mill House Ventures, a draft of that material at least 5 business days prior to publishing or printing, and
 - b. a copy of that material; and
- (2) on reasonable notice, invite the Mill House Ventures 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 the Mill House Ventures

- (1) The Recipient grants to the Mill House Ventures an irrevocable, non-exclusive, royalty-free licence to use Grant Material to the extent it comprises reports, including to supply, reproduce, publish, perform, communicate, broadcast, adapt and copy the reports.
- (2) The Mill House Ventures must not disclose the Recipient's confidential information that is contained in any reports referred to in clause 9.2(1).

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 Schedule 1 Item 4 (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 Schedule 1 Item 4 (2) 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 Mill House Ventures.

10.2 Indemnity

The Recipient indemnifies the Mill House Ventures and the Territory and their 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 Mill House Ventures or the Territory (as the case may be) caused the relevant loss, damage, injury or death to persons or property.

11. Termination of Grant

11.1 Breach

The Mill House Ventures may terminate this agreement 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. The Mill House Ventures will have the option with the Recipient of a financial viability check in.
- (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 agreement; or
- (3) commits any other breach of a provision of this agreement, where that breach:
 - a. if capable of being remedied, is not remedied within the period specified in a written notice by the Mill House Ventures, or
 - b. is not capable of being remedied.

11.2 Termination or reduction of funding for any reason

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



THE MILL HOUSE
VENTURES

- (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 on terms agreed between the parties in accordance with clause 14.2.

11.3 No prejudice

Nothing in this clause 11 prejudices any other rights or remedies of the Mill House Ventures in respect of any breach of this agreement.

12. Refund of Grant

12.1 Repayment of unacquitted funds

At the end of the Grant Period, or earlier termination of this agreement, the Recipient must:

- (1) unless otherwise required under this agreement, within 30 days, provide the Mill House Ventures 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 agreement.

13. Dispute Resolution

13.1 Negotiation and Mediation of Dispute

- (1) If a difference or dispute (Dispute) arises in relation to this agreement, 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 mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.
- (2) Nothing in this clause 13 will prejudice the rights of either party to institute proceedings to enforce this agreement 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 Mill House Ventures' 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 agreement

This agreement 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 by Recipient

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

15.2 Assignment or novation by the Mill House Ventures

The Mill House Ventures administers the ACT Social Enterprise Grant program on behalf of the Territory. If at any time the Mill House Ventures ceases to administer that grant program, the Mill House Ventures may by giving written notice to the Recipient:

- (1) novate this agreement to the Territory, as in force at the date of the notice; or
- (2) assign its rights, obligations and liabilities under this agreement to the Territory.

The Recipient is deemed to consent to any novation or assignment under this clause by entering into this agreement.

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 agreement and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Mill House Ventures immediately in writing and comply with any requirement of the Mill House Ventures to eliminate or otherwise deal with that conflict or risk.

15.3 No employment, partnership or agency relationship

Nothing in this agreement constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Mill House Ventures or 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 Mill House Ventures or the Territory.

15.4 Entire Agreement

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

15.6 No waiver

Failure or omission by the Mill House Ventures at any time to enforce or require strict or timely compliance with any provision of this agreement will not affect or impair that provision in any way or the rights and remedies that Mill House Ventures 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 agreement 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 agreement 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 whichever of the following occurs first:
 - a. the other party's acknowledgment of receipt by any means,
 - b. the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address, or
 - c. expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed; and

if given in two or more ways, on the first of paragraphs (1) to (3) occurring.

15.9 Forms and statements

The Mill House Ventures may reasonably require any form, record or statement required under this agreement to be in a particular form.

15.10 Special Conditions

In the event of any inconsistency between any Special Condition Schedule 3 and any other provision of this agreement then, to the extent of any inconsistency, the Special Condition will prevail.

15.11 Survival of clauses

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



Schedule 1

ACT Social Enterprise Grant Program Details

Item 1. Grant Period From the Date of this agreement until [project expiry]

Item 2. Grant

1. Grant: \$ [Amount] GST Exclusive
2. The Grant is payable by instalments. Invoices may only be rendered in accordance with the following.

Amount	When invoice may be rendered
Initial 50% of Grant	On signing of the agreement of Grant between the Mill House Ventures and the Recipient
Final 50% of the grant	On submission of a final report on the outcomes of the funded project.

3. Except if otherwise stated in this agreement, the Grant is:
 - (a) payable within 30 days of receipt by the Mill House Ventures of an Invoice; and
 - (b) inclusive of GST and all other taxes, duties and charges.

Item 3. Reporting and Acquittal

1. Recipient may be asked to provide regular updates on the progress of the funded project throughout the Grant Period. An Acquittal report should be submitted via an online system within 30 days of the completion of the project. The Recipients report should identify activities conducted during the Grant Period working towards achieving the goals of the Project. This evidence should be provided and may include but not be limited to: photographs, screen shots and documentation produced, paid invoices, bank statements, for both the grant funds and recipient matching contribution.



THE MILL HOUSE
VENTURES

2. The Milestone acquittal must be made out to:
Mill House Ventures
Attn: Craig Fairweather
PO Box 5025
University of Canberra ACT 2601
Email: craig.fairweather@millhouseventures.com.au

Item 4. Other insurance requirements

1. Public Liability Insurance: Minimum AUD\$5million
2. Other Insurance: not used

Item 5. Contact Officers

1. For the Mill House Ventures:

Craig Fairweather
Chief Executive Officer
craig.fairweather@millhouseventures.com.au
02 – 6103 0401
2. For the Recipient:

[Founder name]
[Title]
[Business address]
[Email]
[Contact number]

Item 6. Form of Acknowledgment

“..with assistance from the ACT Social Enterprise Grant Program delivered by the Mill House Ventures with funding provided by the ACT Government.”

Item 7. Separate Account

A separate account in for the Grant is not required.



Schedule 2

The funded activity

Item 1. Activities

1. The Recipient will work towards the delivery of the funded project. The Activities will include but are not limited to:
 - (a) [Milestone] 1:
 - i. Activity -
 - (b) [Milestone] 2:
 - i.
2. Planned use of funds:

Milestone	Grant Funding	Recipient Contribution
Milestone 1	\$xxx	\$xxx
Milestone 2	\$xxx	\$xxx
Total	\$xxx	\$xxx

3. Recipient contribution plan:

Cash	In-Kind Contribution
\$xxx	\$xxx



Item 2. Milestone Payments

The Mill House Ventures will reimburse the Recipient up to a maximum of 50% of the total project expenditure, but not more than the agreed amount of funding (GST Exclusive) for project related expenditure (as outlined in Schedule 2, Item 1).

The Recipient will submit a final report on the outcome of the funded project. The report should include an overview of expenditure and the recipient's matched contribution toward the project. Evidence of outcomes and completion of the project should be provided and could include but are not limited to: a written report, photographs, screen shots and documentation produced, paid invoices, bank statements, for both the grant funds and recipient matching contribution.



THE MILL HOUSE
VENTURES

Schedule 3

Special Conditions

Not used



THE MILL HOUSE
VENTURES

SIGNED AS AN AGREEMENT ON

SIGNED by **#NAME OF AUTHORISED**)
REPRESENTATIVE# as authorised)
representative for **THE MILL HOUSE**)
VENTURES LIMITED in the presence of:)

)

)

.....)

Signature of witness)

)

)

.....)

Name of witness (block letters))

.....

By executing this agreement the
signatory warrants that the signatory is
duly authorised to execute this
agreement on behalf of THE MILL
HOUSE VENTURES LIMITED

[Option 1: Grant Recipient is a company. Document is signed by an authorised representative of the company.]



THE MILL HOUSE
VENTURES

[Option 3: Grant Recipient is a company with more than one director, or a sole director who is not also company secretary. Document is signed by two directors of the company or the sole director and the company secretary, whichever is applicable]

EXECUTED by #COMPANY NAME# in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by)
authority of its directors:)

)

)

)

.....)

Signature of director)

)

)

)

.....)

Name of director (block letters)

.....

Signature of director/company
secretary*

*delete whichever is not applicable

.....

Name of director/company secretary*
(block letters)

*delete whichever is not applicable

[Option 4: Grant Recipient is an individual.]



THE MILL HOUSE
VENTURES

SIGNED by #INDIVIDUAL'S NAME# in)
the presence of:)

)

)

)

.....)

Signature of witness)

)

)

.....)

Name of witness (block letters))

)

)

.....

Signature of #INDIVIDUAL'S NAME#