



# DEED OF GRANT

**Dated** 3/6/2024

**Parties** **AUSTRALIAN CAPITAL TERRITORY**

**OFFICE** **OF NATURE CONSERVATION**  
**ABN: 31 432 729 493**

**MOLONGLO CONSERVATION GROUP**  
**INCORPORATED**  
**ABN: 78 210 867 987**

**Prepared by** Office of Nature Conservation  
Environment, Planning and Sustainable Development  
Directorate  
CANBERRA ACT 2601

**Version** June 2024

## CONTENTS

1. Interpretation .....	3
-------------------------	---

2. Payment and Use of Grant .....	5
3. Grant Period .....	6
4. Separate accounting for Grant.....	6
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 .....	9
13. Dispute Resolution .....	10
14. Variation.....	11
15. General.....	11
SCHEDULE 1 .....	14
SCHEDULE 2 .....	16
SCHEDULE 3 .....	17
ANNEXURE A .....	22
ANNEXURE B .....	22
ANNEXURE C .....	23

**PARTIES:** **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (SelfGovernment) Act 1988* (Cth) (**Territory**) represented by the Office of Nature Conservation on behalf of Environment, Planning and Sustainable Development Directorate

**Molonglo Conservation Group Incorporated ABN 78 210 867 987** of 2 Dairy Flat Road, Fyshwick, in the Australian Capital Territory 2609 (**Recipient**).

---

## BACKGROUND

The Territory has agreed to make and the Recipient has agreed to accept the Grant for the purpose of the Funded Activity as described at **Annexure C** 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** 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** the activity described in **Schedule 2**.

**Grant** 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** all reports, documents, information or other records created, written or otherwise brought into existence by the Recipient as part of, or for the purpose of administering the Grant arrangement, including for the purpose of **clauses 6 and 7** (whether in draft or final form), and stored by any means.

**Grant Period** 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** *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Insolvency Event** (1) in respect of a natural person:

- (a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the *Bankruptcy Act 1966* (Cth); or

- (b) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or
- (2) in respect of all other entities:
- (a) any of the events listed in sub-sections 459C(2)(a) to (f) of the *Corporations Act 2001* (Cth) occur in respect of the entity; or
  - (b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:
    - (i) insolvency;
    - (ii) winding up; or
    - (iii) appointment of a controller (as that term is defined in the *Corporations Act 2001* (Cth)) in respect of part or all of the property,of the entity.

For the purpose of subparagraph (2)(a), subsections 459C(2)(a) to (f) *Corporations Act 2001*(Cth) are to be read as if applying to all incorporated entities.

**Invoice**

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.

<b>Special Condition</b>	any provision set out in <b>Schedule 3</b> .
<b>Territory</b>	when used: <ol style="list-style-type: none"> <li>(1) in a geographical sense, the Australian Capital Territory; and</li> <li>(2) in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).</li> </ol>

## 1.2 General

In this Deed, unless a contrary intention is expressed:

- (1) references to “Recipient” include 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 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) headings are for convenience only and do not affect the construction or interpretation of this Deed;
- (5) an obligation imposed on more than one person binds them jointly and severally; and
- (6) the word “include” and any derivation is not to be construed as a word of limitation.

## 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 under **Item 7 Schedule 1**, 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,and
- (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 required under **Item 8 Schedule 1**, or as otherwise requested by the Territory, a draft of that material at least 10 days prior to publishing or printing;
  - (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 Grant Material including to supply, reproduce, publish, perform, communicate, broadcast, adapt and copy the Grant Material.

## **10. Insurance and Indemnity**

### **10.1 Recipient's insurance**

The Recipient must effect and maintain for the Term all insurance coverage required to be effected by it by law, and insurance of the types and in amounts not less than the amounts (if any) specified by **Item 4 Schedule 1**, with an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard & Poor's.

### **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 Default**

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

- (1) is the subject of an Insolvency Event;
- (2) fails to undertake the Funded Activity diligently and in a timely manner, having regard to any timeframes specified in this Deed; or
- (3) is in 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**

- (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 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 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 notify the Territory of any proposed change to the Funded Activity, including:

- (1) the Funded Activity, its objectives, outcomes or work programs; or
- (2) 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.

### **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**

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. The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.

### **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 facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) 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 (4) occurring.

### **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.

**Item 1. Grant Period***See clauses 1.1 and 3***SCHEDULE 1****GRANT DETAILS**

From 31 May 2024 until 20 December 2024. With a review point in 30 August 2024<sup>1</sup>.

**Item 2. Grant***See clauses 1.1 and 2.1*

- (1) Grant:  
\$21,982.50 (GST inclusive) consisting of:

<b>Year</b>	<b>Schedule</b>	<b>Grant Amount (GST inclusive)</b>
2023-24	Fishing tackle bins and signs	\$20,828.50
2024-25	Installation of bins and signs	\$1100
<b>Total Grant Funding</b>		<b>\$21,982.50</b>

- (2) The Territory will pay the Grant quarterly in advance by way of electronic funds transfer, within ten (10) business days of:

- (a) 1 June 2024; and  
(b) 20 November 2024

- (3) Except if otherwise stated in this Deed, the Grant is:

- (a) inclusive of GST and all other taxes, duties and charges.

---

<sup>1</sup> It is not the intention for the review point to be an opportunity to withdraw funding.  
Australian Capital Territory and Molonglo Conservation Group Incorporated

---

**Item 3. Reporting and Acquittal**

*See clause 7.1*

(1) A Financial Acquittal Statement for the period of this Deed is attached at “**Annexure A**”. The Statement must be completed and submitted to the Territory on or before 30 July each year or within 30 days of cessation this deed.

(2) The recipient will provide to the Territory a report against the Outcomes as attached at “**Annexure B**” on or before 30 July each year or within 30 days of cessation of this deed.

**Item 4. Other insurance**

**requirements**

*See clause 10.1*

(1) Public Liability Insurance: \$10 million (in the annual aggregate).

(2) Workers Compensation insurance to the extend required by any law of the Commonwealth or of the State and Territory in which the services under the Agreement are performed.

**Item 5. Contact Officers**

*See clauses 1.1 and 15.8*

For the Territory:

Lisa Evans  
Riparian and Aquatic Team, Office of Nature Conservation  
Environment, Planning and Sustainable Development Directorate  
480 Northbourne Avenue, Dickson ACT 2602

GPO Box 158 Canberra ACT 2601

Email: [lisa.evans@act.gov.au](mailto:lisa.evans@act.gov.au)

For the Recipient:

Jed Pearson  
Molonglo Conservation Group of 2  
Dairy Flat Road, Fyshwick, ACT 2609

Email: [jed.pearson@molonglo.org.au](mailto:jed.pearson@molonglo.org.au)

**Item 6. Form of Acknowledgement**  
*See clause 8.1*

The Service will use the following acknowledgement on any published item, “supported by ACT Government” and include the ACT Government logo. The ACT Government logo and relevant information on branding can be found at <https://www.act.gov.au/branding>.

## **SCHEDULE 2**

### **THE FUNDED ACTIVITY**

**Please refer to Annexure C.**



## SCHEDULE 3

### SPECIAL CONDITIONS

*See clauses 1.1 and 15.10*

#### **Item 1. Territory Created Tax Invoices**

Clause 5 is deleted and replaced with the following:

(3) For the purposes of this **Schedule 3 Item 1**, the following definitions apply.

**Invoice** an invoice issued by the Territory rather than the Recipient that:

- (a) meets the requirements for a Territory Created Tax Invoice;
- (b) is otherwise a valid tax invoice under the GST Act; and
- (c) clearly sets out the amount that is due for payment, including the GST component payable; and
- (d) sets out or is accompanied by any other details or reports required under this Deed.

**Territory Created Invoice** has the same meaning as recipient created tax invoice **Tax Invoice** has in the GST Act.

(2) Each party acknowledges that it has GST registration on the date this Deed is entered into, and unless otherwise agreed, the parties agree that:

- (a) the Territory will issue Territory created tax invoices in respect of the supply of the Funded Activity;
- (b) the Recipient will not issue tax invoices in respect of the supply of the Funded Activity for the purposes of the GST Act.

(3) Where the Recipient has ABN registration but does not have GST registration, the Grant will not include any amount on account of GST and the Territory is not liable to pay any further amount in relation to GST to the Recipient.

(4) Where the Recipient has no ABN registration and no GST registration:

- (a) the Grant will not include any amount on account of GST;
- (b) the Territory will deduct from the Grant such amounts as it is required by law to deduct; and

- (c) the Territory is not liable to pay any amount on account of GST to the Recipient.
- (5) The Recipient acknowledges that:
  - (a) for purposes of this **Schedule 3 Item 1**, it has ABN registration; and
  - (b) for purposes of this **Schedule 3 Item 1**, it has GST registration.
- (6) The Recipient will, if requested by the Territory, produce satisfactory evidence of its ABN registration and GST registration within 14 days of the request.
- (7) Each party must notify the other if:
  - (a) its registration in respect of either or both the ABN or the GST, pursuant to the GST Act ceases, or if, not having been so registered on the date of this Deed, becomes registered; or
  - (b) it ceases to satisfy any of the requirements of rulings, or determinations under section 29-70 of the GST Act, issued by the Australian Taxation Office, or the Commissioner for Taxation, in respect of recipient created tax invoices.
- (8) The Territory will make the payment and provide a Territory Created Tax Invoice for each payment within 30 days of the payment dates set out in the table of **Schedule 1 Item 2**.

### **Item 2 Background Checking**

- (1) If the Background Checking Act applies to any regulated activity to be performed under this Agreement, the Organisation will ensure that each Engaged Person complies with the background checking, registration and any other requirements of the Background Checking Act relevant to the applicant and his/her intended duties.
- (2) The Organisation will not engage a person in a regulated activity if the person is required to be registered under the Background Checking Act for that activity but does not have registration.
- (3) If an Engaged Person has registration under the Background Checking Act suspended or cancelled the Organisation must cease engagement of that Engaged Person.
- (4) It will be sufficient for the Organisation to rely upon the results of an enquiry the Organisation makes of any Territory agency or statutory body authorised to provide registration and any other information sought under the Background Checking Act.

### **Item 3 Fit and Proper Person**

- (1) Before an individual becomes an Engaged Person, the Organisation will institute procedures to ensure that each Engaged Person is a fit and proper person, where “fit and proper” means a person who:
  - (a) is capable of providing an adequate standard of care in relation to the Services; and
  - (b) is of good character and is suitable to be entrusted with vulnerable persons.
- (2) The Organisation will as part of its employment practices, take reasonable steps to ensure that the Engaged Person has the capabilities to perform the Services for which they are engaged by considering personal references as to whether the applicant is suitable to be entrusted with the care of vulnerable persons.
- (3) The Organisation will:
  - (a) take into consideration, in respect of any such individual, if there has been any of the following recorded against him/her:
    - (i) convictions involving vulnerable persons (however defined) in Australia or overseas of any offence (including but not limited to child abuse, assault and neglect); or
    - (ii) any action taken in Australia or overseas in respect of the protection of vulnerable persons who were under the care, guardianship or custody of the individual.
- (4) It will not be sufficient for the Organisation to rely on a registration under the Background Checking Act for the purpose of forming a reasonable opinion that the applicant is a fit and proper person.

SIGNED AS A DEED ON 3 June 2024

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

Signature of Territory delegate

CHRIS MALAM Print name

Signature of witness Lisa Evans Print name

SIGNED for and on behalf of Molonglo Conservation Group Incorporated ABN 78 210 867 987 in the presence of:

Signature of director/ authorised officer/ individual\*

Karen Williams, President Print name and position

Signature of director/ secretary/ witness

Signature of second authorised officer

Print name

Carol Billett, Secretary Print name and position

After signing and completion

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.

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

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.

Australian Capital Territory and Molonglo Conservation Group Incorporated

SIGNED AS A DEED ON ..... 3 June ..... 2024

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

Signature of Territory delegate

Signature of witness

CHRIS MALAM

Print name

Lisa Evans

Print name

SIGNED for and on behalf of )  
Molonglo Conservation Group )  
Incorporated )  
ABN 78 210 867 987 in the presence of:

Signature of director/ authorised officer/  
individual\*

.....Karen  
Williams, President

Print name and position

Signature of director/ secretary/ witness

Signature of second authorised officer

Print name

.....Carol  
Billett, 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.

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

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.

## ANNEXURE A

### FINANCIAL ACQUITTAL STATEMENT –

(To be submitted to the Territory on or before 20 December 2024)

**Recipient:** Molonglo Conservation Group Incorporated

**Name of Service:** Installation and development of fishing tackle bins and information signage

**For the period:** From..... until.....

I, ..... of Molonglo Conservation Group provide the following as evidence of acquittal of the Grant provided by the Territory.

#### I HEREBY CERTIFY THAT:

Funding of \$..... (GST exclusive) was expended during Period in accordance with the Funded Activity at **Schedule 2** of the Deed of Grant.

\_\_\_\_\_  
**Signature of Delegate**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Print Name of Delegate**

\_\_\_\_\_  
**Date**

Please return this completed form by email to [lisa.evans@act.gov.au](mailto:lisa.evans@act.gov.au)

## ANNEXURE B

### OUTCOMES REPORT

(To be submitted to the Territory on or before 30 July each year or within 30 days of project completion)

**Recipient:** Molonglo Conservation Group Incorporated

**Name of Service:** Installation and development of fishing tackle bins and information signage  
Australian Capital Territory and Molonglo Conservation Group Incorporated

\_\_\_\_\_

**For the period:** From..... until.....

I, ..... of Molonglo Conservation Group provide the following summary report of the outcomes as evidence of acquittal of the Grant provided by the Territory.

Summary of how the Grant was used to meet the funding Purpose at **Schedule 2**:

Quantitative (*attached a separate document if preferable*)

Report on the activities undertaken by the organisation, to meet the outcomes under **Schedule 2**.

\_\_\_\_\_  
**Signature of Delegate**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Print Name of Delegate**

\_\_\_\_\_  
**Date**

Please return this completed form by email to [lisa.evans@act.gov.au](mailto:lisa.evans@act.gov.au)

**ANNEXURE C**

**PROJECT DESCRIPTION**

*Molonglo Conservation Group Incorporated, OzFish ACT and ACT Government Office of Nature Conservation*

**Tangle/Fishing Tackle Bins in Urban ACT Project Proposal**

**Introduction**

Fishing has been a beloved and cherished past time of Canberrans for millennia. With our lovely lakes, many rivers and proximity to other fishing hotspots such as the coast and the Murray, it's no wonder over 20% of Canberrans surveyed say they partake in fishing activities. Although most fishers in

Canberra responsibly dispose of their old fishing tackle waste, there is inevitably a portion of waste, rubbish, and discarded tackle from fishers near fishing hotspots around the ACT.

Discarded fishing tackle, including line and braid is detrimental to native wildlife. Native birds, fish, platypus and reptiles can easily be; snagged in discarded fishing line, lures and hooks; choked on plastic line, floats and soft plastics they see as prey; and finally break down into microplastics to further pollute the broader ecosystem.

'Tangle,' or fishing tackle bins, can be installed at fishing hotspots to prevent unnecessary pollution. Tangle Bins have been used by OzFish in other parts of Australia, such as Southeast Queensland and the Northern Territory, to give fishers the ability to discard of old tackle and rubbish conveniently.

We propose to partner with OzFish to implement a pilot program installing Tangle bins around the ACT and measuring their use and reception by local fishers.

### **Project Description**

Fishers in the ACT know that keeping their fishing spots free from discarded tackle and rubbish will help protect fish and other aquatic animals and keep their favourite fisheries healthy for years to come. Even so, discarded fishing tackle remains an issue throughout waterways in the ACT. This project aims to help continue the work that OzFish has done in other parts of Australia by partnering to install 12 Tangle Bins around the urban lakes and rivers of the ACT along with informative Fishing Information signs that include; species found in the area, season times, bag limits and size limits. The project will act as a pilot to gauge the reception and usage by local fishers to determine the feasibility of installing more Tangle Bins throughout the greater ACT region.

### **OzFish Tangle Bins Project**

The OzFish Tangle Bins project started on the Gold Coast in 2019 and has since been expanded into the Northern Territory. A total of 51 Tangle Bins have been installed (43 at the Gold Coast and 8 in Darwin), with over 130km of fishing line recycled from the Gold Coast bins alone. The contents of the bins are collected, disposed, and recorded by OzFish volunteers to collect data on fishing waste, and plastic materials are recycled to make hard plastic floats to replace perishable Styrofoam floats.

### **Locations**

12 locations will be chosen to install the pilot project bins and signs. Locations will be within the Molonglo catchment (Lake Burley-Griffen, Molonglo River and tributary urban wetlands) and selected in consultation with ACT ONC, OzFish and land managers such as National Capital Authority, Transport Canberra and City Services and ACT Parks and Conservation.

Tangle bin sites will be selected based on consultation with the local fishing community, a useful method based on OzFish experience. Engaging the fishing community to request locations for bins will instil a sense of ownership over the bins and prevents the bins being received negatively, i.e. as blaming or pointing fingers at fishers, which can ultimately help reduce incidents of removal or vandalism.

While advice from OzFish members will be taken into account when selecting bin locations, final locations will be up to ACT ONC the site's land manager.



Examples of site locations include: Molonglo Reach, Yarralumla Beach, Kingston Foreshore, Jerrabomberra Wetlands, Dickson Wetlands, Black Mountain Peninsula, Oakes Estate Crossing, Molonglo Gorge, Namarag Nature Reserve, Commonwealth Park, Lonely Deck (Lady Denman Drive), Kings Park.

### Bins

OzFish will provide the bins (at a cost), modelled according to the success of others they have used across the country. OzFish has done extensive research on bin materials, sizes, locks and shapes. The bins are made of hardened plastic and are approx. 500x200mm. The bins are brightly coloured to be easily seen and can be attached to an existing pole or rail.

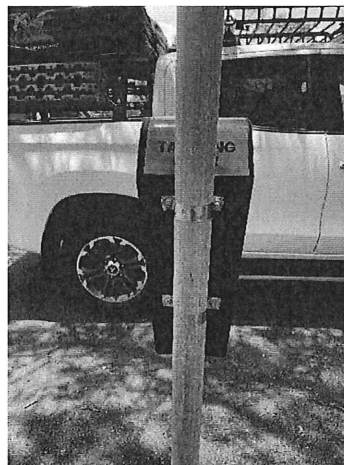


Figure 1 - Examples of existing OzFish Tangle Bins.

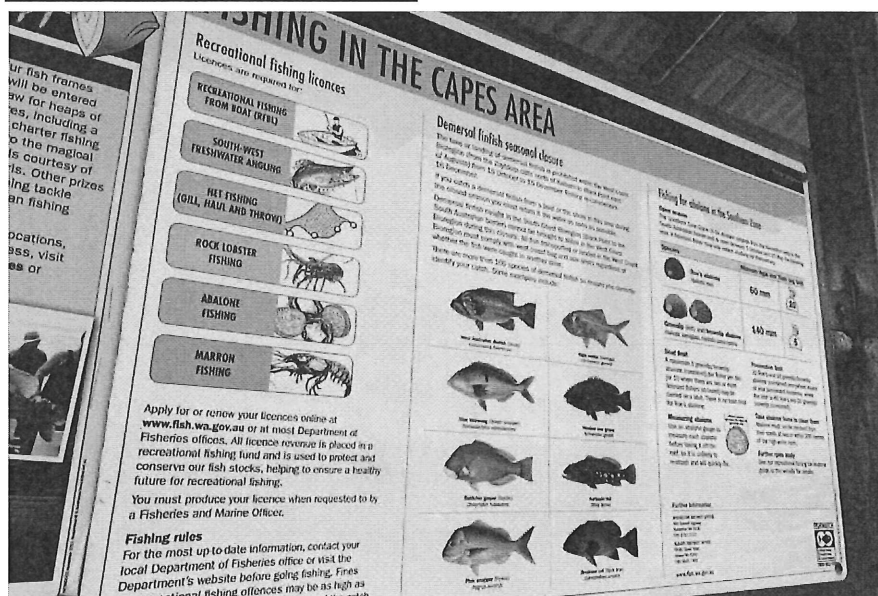
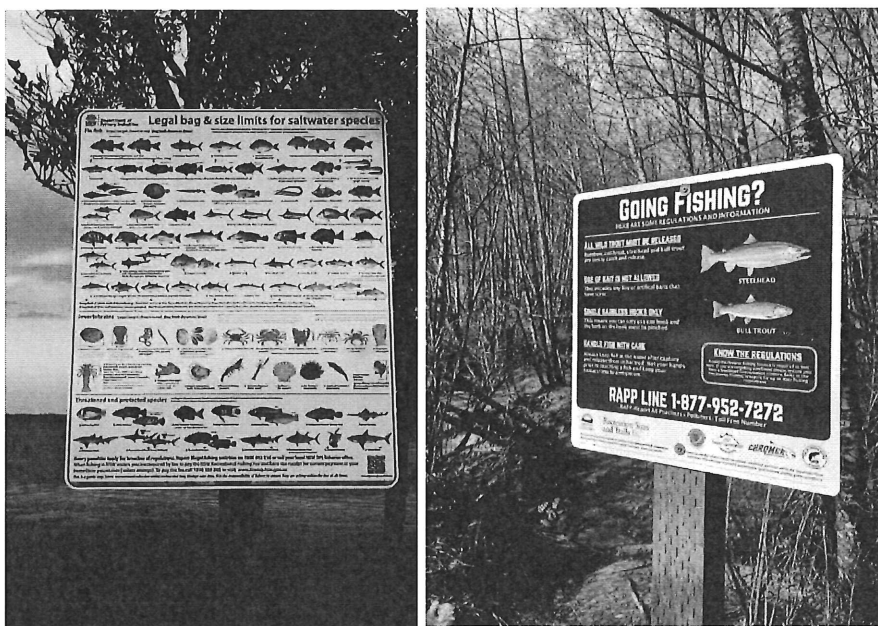


## Rubbish Collection and Disposal

The bins will be emptied, and rubbish collected by the OzFish ACT Chapter, who have members and volunteers across the ACT. The bins are checked on rotation by volunteers fortnightly, and a 1800 number is provided on the bin for passers-by to call OzFish and request the bin be emptied by their volunteers if it is full.

## Signage

Signs will also be installed with the bins. Signs will inform local fishers of the different species found in the area, size and bags limits for each species, season open and closing times, and offer a recreational fishing map to help improve recreational fishing compliance amongst fishers in the ACT. The contents of the sign will be determined with consultation from ACT ONC and the site land manager.



*Figure 2 - Examples of similar signage.*

### Project Budget GST exclusive

Item	Basis of Costing	Funding Requested	In-kind Contribution	Budget
<b>Project Management</b>	Hourly Rate (\$85/ hour) for 21 hours (funded) /38 hours (in kind) [split between MCG project manager and OzFish Project Manager]	\$1785	\$3250	\$5035
<b>Tangle Bins</b>	OzFish bins \$200 each. In-kind contributions by OzFish to collect rubbish (\$41.72/hour)	\$2400	\$6008	\$7208
<b>Signs</b>	As quoted by Can-Signs	\$2000		\$2000
<b>Posts and fittings</b>	As quoted by Capital Lines and Signs	\$2800		\$2800
<b>Installation &amp; Approvals</b>	As quoted by Capital Lines and Signs	\$7600		\$7600
<b>Graphic Design</b>	As quoted by Ella Fromholtz	\$350		\$350
<b>Administration</b>	10% admin fee	\$1800		\$1800
<b>Total</b>		<b>\$19935</b>	<b>\$9258</b>	<b>\$29193</b>

### Project Contacts

Name	Organisation	Role	Phone	Email
Jed Pearson	Molonglo Conservation Group	Project Manager	0476251910	Jed.pearson@molonglo.org.au
Ryan Lungu	OzFish	OzFish Program Manager	0432012547	ryanlungu@ozfish.org.au
Lisa Evans	ACT ONC	Project Manager		lisa.evans@actgov.au

### Project Timeline

<b>June 2024 - Commence Project</b>	<b>OzFish</b> Survey members to select sites. <b>MCG</b> Gather approvals from land managers. <b>ONC</b> Finalise required content for signs.
<b>October 2024</b>	<b>MCG</b> Design and print signs. Engage installation contractors. Source materials (posts, brackets). <b>OzFish</b> Source Tangle Bin units. Engage members to 'adopt a bin'.

**November 2024 - Conclude project**

**MCG** Oversee installation of bins on site.

**OzFish** Engage members for clean-up day to coincide with launch of bins.

