

# Australia Day Branding Program Guidelines (Round 2)

*Reflect. Respect. Celebrate. We're all part of the story*



**Australia Day**

Reflect. Respect. Celebrate.

<b>Opening date:</b>	12 October 2020
<b>Closing Date and Time:</b>	5.00pm AEDT on 9 November 2020
<b>Enquiries:</b>	If you have any questions, contact grants@australiaday.org.au (Contact Officer).
<b>Date Guidelines released:</b>	15 October 2020
<b>Type of grant opportunity:</b>	Demand-driven (Eligibility based)

## Introduction

For Australia Day 2021 the National Australia Day Council (**NADC**) seeks to encourage a new message of *Reflect. Respect. Celebrate. We're all part of the story.*

To assist local councils, state and territory government entities and Not for Profit organisations across Australia to share the message, the NADC has created new branding and design assets for Australia Day 2021, that follow the message of *Reflect. Respect. Celebrate. We're all part of the story* (**Australia Day Designs**). These designs are available for use through the NADC's new online portal.

To assist eligible organisations across Australia to adopt and use the new branding and designs for Australia Day 2021 celebrations, the NADC, with the assistance of the Commonwealth Government, is making available a one-time grant of \$1,000 (GST exclusive) to help with associated printing costs through Round 1 of the Australia Day Branding Program (**Program**).

The NADC has a funding pool of \$500,000 (GST exclusive) available for this grant opportunity (including round 1 & 2). Applicants will be assessed in order of receipt of their application up until the Closing Date, to the limit of available funds. Successful applicants may only receive a grant through the Program once per grant round. There is no guarantee or assurance that an application will be successful.

Successful recipients are encouraged to support local businesses in the manufacturing and printing of promotional items displaying the Australia Day Designs. Where recipients do not have access to local printing or production facilities, grant recipients will be able to purchase items online through the [Australia Day Council Aussie Merchandise program](#).

The intended outcomes of the grant opportunity are to:

- promote the messaging of *Reflect. Respect. Celebrate. We're all part of the story*;
- increase opportunities for economic benefits for local communities.

Australia Day events of successful applicants will be publicised by inclusion on the NADC's Australia Day Event Register website.

## Key Dates

The expected timing for this grant opportunity is below. The NADC may vary the timeframes.

- applications will open on 12 October 2020;
- applications will close at 5:00pm on 9 November 2020 (**Closing Date**) or when the funding pool is fully committed whichever comes first;

- NADC will use best endeavours to notify applicants of the outcome of their application within 10 business days of submitting the application;
- reporting including photographs of the successful applicant's materials must be submitted by 28 February 2021.

## Eligibility

### Who is eligible

To be considered for this grant opportunity, the applicant must:

- be an
  - Australian local council;
  - an Australian state or territory government entity; or
  - an Australian not for profit organisation.
- demonstrate intent to use the Australia Day Designs in a public place and/or Australia Day event/s up to and on Australia Day 2021; and
- if the application is successful, be willing and legally able to enter into a grant agreement with the NADC (refer to 'The Grant Agreement' section below).

### Who is not eligible

An applicant is not eligible for a grant under this grant opportunity if they are:

- an individual;
- an entity that has already received a grant under the Program for this grant round; or

### What the grant funds can be used for

The grant funding may only be used by successful applicants to support printing costs associated with promotional materials and collateral. These materials must:

- use the Australia Day Designs
- be intended for use / display at an Australia Day event or in a public place;
- be intended for use up to and on Australia Day 2021; and
- be collateral selected from the NADC available assets options:
  - Pull up banner, 850w x 2050h
  - Feather banner, 750w x 3500h
  - Lectern signage, front face and top
  - Outdoor/ Indoor Posters, AO (scalable to all A sizes)
  - Vinyl banner, 3000w x 1000h, with eyelets
  - Custom Bunting, 5 variants of flag
  - Media wall, 2250w X 2250h or 1500w x 2200h
  - Fitted tablecloth, 6ft and 4ft
  - Social Media Selfie Frame, 600mm x 900mm
  - Napkins.

Applicants are required to indicate in their application which of the above items they intend to print with the Australia Day Designs.

## What the grant funds cannot be used for

The grant funding cannot be used for:

- costs not associated with printing;
- printing costs for materials that will not be used in a public place or an Australia Day event; or
- printing costs for items not listed in the NADC available assets listed above.

## What you need to do

Before applying, the applicant must read and understand these guidelines and the sample grant agreement. The NADC may vary the grant process or documentation at any time. Any changes will be published on the new online application portal.

To apply for a grant, the applicant will need to complete an online application form before the Closing Date. The applicant will need to register to use the NADC's new online application portal.

The application form requires the applicant, amongst other things, to:

- provide the applicant's ABN, local government area and address;
- confirm that the person completing the application is authorised on behalf of the applicant to apply;
- provide bank account details including evidence that the account is an account of the applicant;
- indicate which of the asset options the applicant intends to use the grant funds towards and the public place and/or Australia Day event/s the applicant intends to use them at (**the Project**);
- confirm that the items with the Australia Day Designs will be on display in a public place and/or at an Australia Day event up to and on Australia Day; and
- agree that should the NADC notify the applicant that its application for a grant is successful, a grant agreement between the applicant and the NADC will commence on the date of notification. See 'The Grant Agreement' section below.

The applicant is responsible for making sure the application is complete and accurate.

## What we will do

The NADC will assess applications submitted to ensure that the applicant meets the eligibility criteria and in order of application receipt. The NADC will also check that the applicant has not already had a grant approved for this grant round.

NADC will use best endeavours to notify the applicant within 10 business days of receiving the application whether or not the application is successful. If the selection process identifies unintentional errors, the applicant may be contacted to correct or explain the information.

If an applicant meets the eligibility criteria, the application will be considered successful provided sufficient grant funding is available. However, an applicant is not guaranteed to receive a grant due to the limited funding pool. Applications will be assessed in order of receipt up to the limit of available funds.

The NADC will decide which applications to approve taking into account the availability of grant funds for the purposes of the Program, and this decision is final in all matters. There is no appeal mechanism for decisions to approve or not approve a grant.

## The Grant Agreement

If successful, an applicant will be provided with a copy of the grant agreement. A copy of the sample grant agreement is available at **Annexure 1** to these guidelines.

No agreement is formed between the applicant and the NADC unless the NADC has notified the applicant that its application for a grant is successful.

Under the terms and conditions of the grant agreement, a successful applicant is required to (without limitation):

- use the grant funds to assist with printing costs that reflect the Australia Day Designs on approved items/types of collateral;
- ensure that the Australia Day Designs are on display in a public place and/or at an Australia Day event up to and on Australia Day;
- acknowledge that intellectual property rights in the Australia Day designs and Australia Day logo remain vested in the NADC;
- acknowledge that the NADC may list the successful applicant's Australia Day event/s on the NADC's event register website;
- acknowledge and agree that the NADC will issue the successful applicant with a recipient created tax invoice;
- acknowledge the NADC's support in all material, publications, promotional and advertising materials published in connection with the successful applicant's Australia Day event/s using the form of acknowledgement specified by the NADC; and
- by 28 February 2021, provide:
  - (i) a declaration, verifying the grant funds have been spent in accordance with the grant agreement; and
  - (ii) photographs of the Australia Day Designs on approved items in a public place and/or at the successful applicant's Australia Day event/s. A reporting template will be attached to the successful applicant's online grant record for this purpose.

## Privacy

The information an applicant provides in their application form will be handled in accordance with the *Privacy Act 1988* (Cth). For more information see the [NADC's Privacy Policy](#).

In submitting an application, the applicant agrees to the NADC collecting their personal information, including name, contact details and role in order to assess the application and for the purpose of grants administration.

The NADC's online portal is powered by SmartyGrants, an enterprise of Our Community Pty Ltd. To use the portal, applicants will be asked to register and agree to Our Community's [Privacy Policy](#) and [Terms of Use](#).

## Complaints

Applicants should address any complaints regarding this grant opportunity in writing to the NADC through the Contact Officer.

## Conflicts of interest

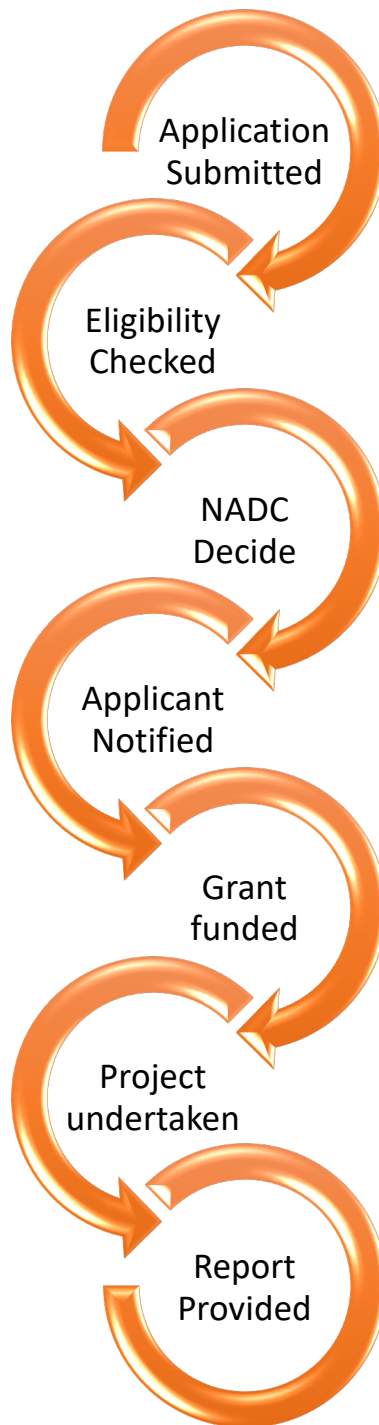
Applicants will be asked to declare, as part of their application, any perceived or existing conflicts of interests.

There may be a conflict of interest, or perceived conflict of interest, if the NADC's personnel, any member of a committee or advisor and/or the applicant or any of their personnel:

- has a professional, commercial or personal relationship with a party who is able to influence the application selection process, such as an Australian Government officer
- has a relationship with or interest in, an organisation, which is likely to interfere with or restrict the applicant from carrying out the proposed activities fairly and independently
- has a relationship with, or interest in, an organisation from which they will receive personal gain because the organisation receives a grant under the Program.

If an applicant later identifies an actual, apparent, or perceived conflict of interest, they must inform the NADC in writing immediately.

## The Process



# Grant Agreement: Australia Day Branding Grant Program

## Background

- A If the NADC advises the applicant that its application for a grant is successful:
- (i) an Agreement (comprising the Agreement Details and the Terms and Conditions) between the NADC and the Grantee will commence on the date that the NADC notifies the applicant in writing that its application for a grant has been successful; and
  - (ii) the NADC will provide, and the Grantee accepts and agrees to use, the Funds to assist with printing costs that reflect the Australia Day Designs, subject to the terms and conditions of this Agreement.
- B No agreement is formed between the applicant and the NADC unless the NADC has notified the applicant that its application for a grant is successful.

## Agreement Details

Item number	Description	Clause Reference	Details
1.	<b>NADC</b>	1	National Australia Day Council Limited ABN 76 050 300 626 NADC representative: Karlie Brand, Chief Executive Officer Old Parliament House, King George Terrace, Parkes ACT 2600 Grants@australiaday.org.au
2.	<b>Grantee</b> <i>Note: An applicant is only a 'Grantee' if the NADC advises the applicant that its application for a grant is successful.</i>	1	[insert name and ACN (where applicable)] ABN [insert] Grantee representative: [insert name and position of representative] [insert physical and postal address] [insert email]
3.	<b>Funds</b>	3	\$1,000 plus GST is payable to the Grantee within 10 business days of the date that the NADC notifies the applicant that its application for a grant has been successful (if any). The Grantee's bank account for payment is specified in item 4 of the Agreement Details
4.	<b>Grantee's Bank Account</b>	3	The nominated bank account into which the Funds are to be paid is: Account Name: [insert] Account Number: [insert] BSB Number: [insert] Bank Name: [insert]
5.	<b>Approved Items</b>	1	[insert approved items, to be populated from the Grantee's application]
6.	<b>Reporting</b>	7	By no later than 28 February 2021, the Grantee must complete and submit the online reporting form available on the applicant portal which: <ul style="list-style-type: none"> <li>• includes a declaration by the Grantee verifying the Funds have been spent in accordance with this Agreement; and</li> <li>• requires the Grantee to provide photographs of the Australia Day Designs on the Approved Items in a public place and/or at the Grantee's Australia Day event/s.</li> </ul>
7.	<b>Acknowledgement of support</b>		The Grantee must acknowledge the support received from the NADC by including the following statement:  'Assisted by the National Australia Day Council', and using the Australia Day Logo in accordance with the relevant branding guidelines as notified by the NADC.   <b>Australia Day</b> Reflect. Respect. Celebrate.



## 1. Defined terms

**Agreement** means this Agreement between the NADC and the Grantee.

**Approved Items** means an item set out in item 5 of the Agreement Details.

**Australia Day Designs** means the branding and design assets for Australia Day 2021 that follow the message of *Reflect. Respect. Celebrate. We're all part of the story* as approved by the NADC.

**Australia Day Logo** means the 'Australia Day logo' set out in item 7 of the Agreement Details.

**Funds** means the money, or any part of it, paid by the NADC to the Grantee under this Agreement in the amount specified in item 3 of the Agreement Details.

**Grantee** means the legal entity specified in item 2 of the Agreement Details.

**Intellectual Property Rights** means all intellectual property rights, including:

- (a) copyright, patents, trademarks (including goodwill in those marks), designs, trade secrets, know how, rights in circuit layouts, domain names and any right to have confidential information kept confidential;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,

whether or not such rights are registered or capable of being registered.

**Terms and Conditions** means clauses 1 to 13 of this Agreement.

## 2. Activity

- (a) The Grantee agrees to:
  - (i) spend the Funds on printing costs that reflect the Australia Day Designs on Approved Items;
  - (ii) ensure that the Australia Day Designs are on display in a public place and/or at an Australia Day event up to and on Australia Day.
- (b) The Grantee acknowledges that the NADC may list the Grantee's Australia Day event on the NADC's event register website <https://www.australiaday.org.au/events/>.

## 3. Payment of Funds

Subject to this Agreement, the NADC agrees to pay the Funds to the Grantee in accordance with item 3 of the Agreement Details.

## 4. GST and Recipient Created Tax Invoice

The parties acknowledge and agree that:

- (a) the payments made to the Grantee under this Agreement are consideration for a taxable supply by the Grantee to the NADC;
- (b) they are each registered for GST purposes, have each quoted their Australian Business Number to the other and must notify the other of any changes in their GST status. The Grantee agrees that the NADC will issue the Grantee with a recipient created tax invoice, and the Grantee will not issue any tax invoices, for any taxable supply the Grantee makes under this Agreement; and
- (c) the Grantee will remit the GST paid to it under this Agreement to the ATO in accordance with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). If for any reason a payment under this Agreement is not subject to GST, the Grantee will refund the GST amount to the NADC.

## 5. Acknowledgements

The Grantee agrees to acknowledge the NADC's support in all material, publications, promotional and advertising materials published in connection with the Grantee's Australia Day event/s, using the form of acknowledgement specified in item 7 of the Agreement Details.

## 6. Spending the Funds

- (a) The Grantee agrees to spend the Funds only on printing costs that reflect the Australia Day Designs on Approved Items and otherwise in accordance with this Agreement.
- (b) If any of the Funds have been spent other than in accordance with this Agreement, or any amount of the Funds is additional to the requirements for printing costs that reflect the Australia Day Designs on Approved Items, the Grantee must repay that amount to the NADC unless the NADC agrees otherwise.

## 7. Reporting

- (a) The Grantee agrees to provide the reports and other material specified in item 6 of the Agreement Details to the NADC.
- (b) The Grantee agrees to maintain records of expenditure of the Funds and to make them available to the NADC on request.

## 8. Intellectual Property

- (a) This Agreement does not affect the ownership of Intellectual Property Rights in the Australia Day Designs or the Australia Day Logo.
- (b) The NADC grants to the Grantee a non-exclusive, royalty-free licence to use, reproduce and distribute the Australia Day Designs and the Australia Day Logo for the purpose of the Grantee's Australia Day 2021 event/s.

## 9. Privacy

When dealing with Personal Information (as defined in the *Privacy Act 1988* (Cth)) in connection with this Agreement, the Grantee agrees not to do anything which, if done by the NADC, would be a breach of an Australian Privacy Principle under the *Privacy Act 1988* (Cth).

## 10. Notices

A notice under this Agreement must be in writing and addressed to the other party's representative as specified in item 1 or 2 (as applicable) of the Agreement Details or as most recently updated by notice given in accordance with this clause.

## 11. Dispute Resolution

- (a) The parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.
- (b) The Grantee agrees to continue to perform its obligations under this Agreement where a dispute exists.
- (c) The procedure for dispute resolution does not apply to action relating to termination or urgent interlocutory relief.

## 12. Termination for default

- (a) The NADC may terminate this Agreement by notice where it reasonably believes the Grantee has:
  - (i) breached this Agreement;
  - (ii) provided false or misleading statements in relation to the Funds; or
  - (iii) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.
- (b) The Grantee agrees, on receipt of a notice under this clause to report on, and return any part of, the Funds to the NADC, or otherwise deal with the Funds, as directed by the NADC.

## 13. General

- (a) This Agreement may be only be varied in writing, by agreement of both parties.
- (b) This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

SAMPLE