

## For Official Use Only

PDR: MS16-000915

## DEPARTMENT OF THE PRIME MINISTER AND CABINET

PM&C  
Secretary  
Mr Tongue  
Mr Stafford  
Ms Taylor  
Ms O'Connor  
Ms  
Vandenbroek

To: Minister for Indigenous Affairs (for decision by 31 March 2016 to enable funding processes to commence)

**APPROVAL TO FUND ABORIGINAL AND TORRES STRAIT ISLANDER REPRESENTATION AT UNITED NATIONS INDIGENOUS FORA**

PMO  
s 22

MS  
s 22

**Recommendation(s) - that you:**

1. Agree to use a non-competitive process to allocate \$18,000 (GST Exc.) from the Culture and Capability (C&C) Programme in 2015-16 as a contribution to travel costs for three Aboriginal and Torres Strait Islander representatives to the United Nations Permanent Forum on Indigenous Issues (9-20 May 2016).

Agreed / Not Agreed

2. Within the above amount, agree to delegate authority to the Department to approve individual grants as a contribution to travel costs to United Nations indigenous fora by the selected independent Aboriginal and Torres Strait Islander representatives.

Agreed / Not Agreed

NIGEL SCULLION

Date: 31.3.16

Comments:

**Key Points:**

1. In B15/2828 you agreed that the Australian Government would directly select Aboriginal and Torres Strait Islander participants for the United Nations Permanent Forum on Indigenous Issues (UNPFII) and the Expert Mechanism on the Rights of Indigenous Peoples (EMRIP) and make contributions to the cost of their travel.
2. Following discussions with your Office, offers have been made to s 47F to provide a contribution to the costs of their attendance at the UNPFII. This contribution will be \$9,000 for s 47F \$5,500 for s 47F and \$3,500 for s 47F.
3. s 47F will attend the UNPFII for the full two weeks, s 47F will only be spending a week at the UNPFII, and therefore their accommodation costs will be lower than s 47F s 47F will be flying from Australia, and s 47F from Canada, to New York. The amount they will be offered reflects these differences.
4. A separate briefing will be provided on the four EMRIP attendees when they have been contacted and accept the offer. The EMRIP attendees will be offered \$5,500 each towards their costs.

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5. The difference in the amounts offered to the UNPFII and EMRIP attendees is in recognition of the different lengths of the two fora and subsequent different accommodation costs– UNPFII is two weeks and EMRIP four days.
6. Funding of \$40,000 (GST exclusive) for this activity has previously been allocated under the C&C Programme. As of 29 February 2016, \$7.5 million is available as unallocated funding in the C&C Programme. If you agree to use a non-competitive process to allocate the \$40,000 from the C&C Programme, all the priorities identified for funding this year in the C&C Programme can still occur.
7. The Programme Owner for the C&C Programme, Ms Marie Taylor, has endorsed the use of funds for this purpose and has confirmed funds are available.
8. In accordance with s71 of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), in order to approve the grant you must be satisfied the expenditure is a proper use of relevant money. Your agreement is required to use a non-competitive process to allocate the grant (per paragraph 1.5 of the *Commonwealth Grant Rules and Guidelines* (CGRGs)).
9. A non-competitive process is required as the representatives have accepted the Department's direct offers to attend the forum.
10. The legislative authority for this spending is provided by Item 37 of Part 4 of *Schedule 1AB of the Financial Framework (Supplementary Powers) Regulations 1997*. Further information, including your Ministerial obligations under the CGRGs, is available at Attachment A.

Rachel O'Connor  
Assistant Secretary  
Strategic Policy and Coordination Branch/  
Community Safety and Policy Division  
[29 March 2016]

Policy Officer: s 22  
Phone no: s 22  
Consultation: Housing, Land and Culture  
Division; Financial Accounting Branch

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## Australian Government

### Department of the Prime Minister and Cabinet

**Activity ID:** 4-35SZHZA

s 47F

Acquittal advice

I refer to the funding provided in the 2015-16 financial year for: attendance at the UNPFII 2016. An analysis of the financial acquittal documentation has been carried out to determine if the funding objectives have been achieved and that all funds have been accounted for in accordance with your Grant Agreement. The following acquittal action has been taken in respect to the above activity.

<b>Activity ID:</b>	4-35SZHZA
<b>Programme/project:</b>	UNPFII 2016 Attendance
<b>Purpose:</b>	Fund s 47F to attend the UNPFII in 2016
<b>Total value of agreement(ie activity value for all years of the agreement):</b>	\$3,500 GST exc
<b>2015-16 Funded amount:</b>	\$3,500
<b>Activity Generated Income:</b>	N/A
<b>Total value of funds to be acquitted:</b>	\$3,500
<b>Actual approved expenditure</b>	\$3,500

Although we have acquitted funds we may still seek return of those funds or pursue other remedies if it is later discovered that the funds were not used in accordance with your Grant Agreement. Should you have any queries in regard to the above please do not hesitate to contact s 22 on s 22 or s 22

Yours sincerely,

s 22 Advisor  
Strategic Policy Branch  
s 22

20 October 2017





**Australian Government**  
**Department of the Prime Minister and Cabinet**

§ 47F

National Office – Culture & Capability  
 Telephone: 1800 079 098  
 Postal address: PO Box 6500 Canberra ACT 2800  
 Email: [CultureandCapabilityProgramme@pmo.gov.au](mailto:CultureandCapabilityProgramme@pmo.gov.au)

Dear § 47F

**Letter of Offer**

I am pleased to offer you grant funding (the Grant) under the Culture and Capability Programme for your organisation to undertake the following activity (the Activity).

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total (incl. GST)
Culture and Capability	UNPFII § 47F § 47F – 4- 354HH4R	\$5,500.00	\$0.00	\$0.00	\$5,500.00

\*SACS means the Social, Community, Home Care and Disability Services Industry Award 2010 supplementation.

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

Two copies of the Agreement are enclosed which must be signed by you. Once you have signed both copies of the Agreement you must return them to us at the above address within thirty (30) Business Days of the date of this letter or, unless otherwise agreed, this offer will lapse.

We will then sign and date both copies and return one copy to you for your organisation's records.

Once we have received and signed both copies the Agreement will commence and will expire on the Agreement completion date specified in the Schedule unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

If you are uncertain about any aspect of the Agreement you should seek independent legal advice before signing the two enclosed copies.



The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is s 22 on s 22 or on email s 22

Yours sincerely,

s 22

PMC Senior Adviser

22 April 2016

## ~~Letter of Offer – Terms and Conditions~~

### **1. Payment and Australian Business Number**

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- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

### **2. GST**

---

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms 'GST', 'Recipient Created Tax Invoice', 'Taxable Supplies' and 'Tax Invoice' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

### **3. Privacy**

---

- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

### **4. Indemnity**

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- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

### **5. Termination**

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- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or
  - (b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may

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<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.

affect, your ability to perform the Activity or meet your obligations under the Agreement.

## **6. Reporting and Record Keeping**

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- 6.1 You must provide the reports (if any) set out at Item H of the Schedule.
- 6.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 6.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
- (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.

You must comply with a request made under 6.3 within the timeframe specified in the request otherwise we may require you to repay the Grant within twenty (20) Business Days of us giving you notice to do so.

- 6.4 Where the report specified at Item H of the Schedule is a financial declaration, you must:
- (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 6.5 Where the report specified at Item H of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
- (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
  - (d) complies with the applicable Australian Accounting Standards<sup>3</sup>.
- 6.6 Any financial report or declaration must be certified by:
- (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 6.7 You acknowledge that giving false or misleading information to the Department is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

## **7. SACS Supplementation**

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- 7.1 If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must
- (a) only use the SACS Supplementation to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision<sup>5</sup>; and
  - (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award<sup>6</sup> entitlements for the term of the Agreement; and

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<sup>3</sup> Refer Australian Accounting Standards Board [www.aasb.gov.au](http://www.aasb.gov.au)

<sup>4</sup> SACS Supplementation means the part (if any) of the Grant amount for an Activity that is specified in Item C of the Schedule as being the 'SACS Supplementation' for the Activity, which is provided to you to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision.

<sup>5</sup> SACS Decision means the decisions made by the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or the Western Australia Industrial Relations Commission on 29 August 2013.

<sup>6</sup> SACS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.



- (c) repay any unspent or uncommitted SACS Supplementation in accordance with clause 8 of the Agreement; and
- (d) provide us with a written document certifying you spent the SACS Supplementation in accordance with the Agreement.

## **8. Repaying the Grant**

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8.1 You must repay the Grant (or the relevant part of it) to us in any of the circumstances set out below:

- (a) we overpay you; or
- (b) we pay you an amount that you incorrectly claim; or
- (c) an amount of the Grant is unspent at the Agreement completion date; or
- (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
- (e) you spend an amount other than in accordance with the Agreement.

8.2 If you must repay an amount under clause 8.1:

- (a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
- (b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the Taxation Administration Act 1953 (Cth) on a daily compounding basis); and
- (c) we may recover the amount and any interest as a debt due to the Commonwealth.

8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

## **9. Complaints**

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9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.

s 47F

<b>Item A Programme Information</b>	
Programme name	Culture and Capability Strategic Investment
Programme objectives	
<b>Item B Your Information</b>	
Organisation name	s 47F
ABN	s 47F

<b>Item C Grant Information</b>				
Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$5,500.00	\$0.00	\$0.00	\$5,500.00
<p>Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties.                      If applicable a SACS payment may be made separately.</p>				
Your bank account details	Financial Institution	s 47F		
	BSB			
	Account Number			
	Account Name			

<b>Item D Activity Information</b>	
Activity name	UNPFII s 47F 4-354HH4R
Activity start date	22/04/2016
Activity end date	29/04/2016
Activity details (what you must do)	Attend the United Nations Permanent Forum on Indigenous Issues 2016 in New York City, and submit a final report and financial acquittal report to the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.
<b>Item E Performance Information</b>	

	Performance Indicator	Measure
1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 - Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start Date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by Commonwealth

The information listed below on location, service area and the attributed PMC grant amounts will be used by us to provide reports, by region, on PMC grants.  
The information may be published on a Commonwealth web site.  
Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

#### Item F Location information

You have advised that all or part of the Activity will be delivered from the location(s) specified below:

	Location Type	Name	Address
1		s 47F	s 47F

#### Item G Service Area

You have advised that the Activity will service the service area(s) specified below.

	Type	Service Area
1	Not Specified	

#### Item H Deliverables

Description of deliverable	Due Date
Final Report, outlining your experiences and what was gained from attendance at the UN Permanent Forum on Indigenous Issues 2016	17/06/2016
Financial Acquittal Report	17/06/2016
Item I Agreement completion date	24/06/2016



## Signatories

Organisation Id: s 47F

Agreement Id:

Schedule Id:

### Parties

**Commonwealth of Australia**, as represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191**, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from ...../...../.....

**Signed** for and on behalf of the **Commonwealth of Australia** by the relevant Delegate, represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191** in the presence of:

\_\_\_\_\_  
(Name of Departmental Representative)

\_\_\_\_\_  
(Signature of Departmental Representative)

...../...../.....

\_\_\_\_\_  
(Position of Departmental Representative)

\_\_\_\_\_  
(Name of Witness in full)

\_\_\_\_\_  
(Signature of Witness)

...../...../.....

**Signed** for and on behalf of s 47F in accordance with its rules:

\_\_\_\_\_  
(Name and position held by Signatory)

\_\_\_\_\_  
(Signature)

...../...../.....

\_\_\_\_\_  
(Name and position held by second Signatory/Name of Witness)

\_\_\_\_\_  
(Signature of second Signatory/Witness)

...../...../.....

## Signatories

Organisation Id:

s 47F

Agreement Id:

Schedule Id:

Parties

Commonwealth of Australia, as represented by and acting through The Department of the Prime Minister and Cabinet ABN 18 108 001 191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from ...../...../.....

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through The Department of the Prime Minister and Cabinet ABN 18 108 001 191 in the presence of:

s 22

(Name of Departmental Representative)

s 22

(Signature of Departmental Representative)

13.7.16

SENIOR ADVISOR

(Position of Departmental Representative)

s 22

s 22

(Signature of witness)

15.7.16

Signed s 47F  
rules:

s 47F

in accordance with its

s 47F

s 47F

(Name and position held by Signatory)

s 47F

s 47F

(Name and position held by second Signatory/Name of Witness)

(Signature of second Signatory/Witness)

3.5.2016

3.5.2016

	Performance Indicator	Measure
1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 - Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start Date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by Commonwealth

The information listed below on location, service area and the attributed PMC grant amounts will be used by us to provide reports, by region, on PMC grants.  
The information may be published on a Commonwealth web site.  
Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

#### Item F Location Information

You have advised that all or part of the Activity will be delivered from the location(s) specified below:

	Location Type	Name	Address
1		s 47F	s 47F

#### Item G Service Area

You have advised that the Activity will service the service area(s) specified below.

	Type	Service Area
1	Not Specified	

#### Item H Deliverables

Description of deliverable	Due Date
Final Report, outlining your experiences and what was gained from attendance at the UN Permanent Forum on Indigenous Issues 2016	17/06/2016
Financial Acquittal Report	17/06/2016
Item I Agreement completion date	24/06/2016





**Australian Government**  
**Department of the Prime Minister and Cabinet**

s 47F

National Office – Culture & Capability  
 Telephone: 1800 079 098  
 Postal address: PO Box 8500 Canberra ACT 2600  
 Email: [CultureandCapabilityProgramme@pmc.gov.au](mailto:CultureandCapabilityProgramme@pmc.gov.au)

s 47F

Dear

**Letter of Offer**

I am pleased to offer you grant funding (the Grant) under the Culture and Capability Programme for your organisation to undertake the following activity (the Activity).

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total (incl. GST)
Culture and Capability	EMRIP 2016 – 4- 3AGNQM2	\$5,500.00	\$0.00	\$0.00	\$5,500.00

\*SACS means the Social, Community, Home Care and Disability Services Industry Award 2010 supplementation.

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

Two copies of the Agreement are enclosed which must be signed by you. Once you have signed both copies of the Agreement you must return them to us at the above address within thirty (30) Business Days of the date of this letter or, unless otherwise agreed, this offer will lapse.

We will then sign and date both copies and return one copy to you for your organisation's records.

Once we have received and signed both copies the Agreement will commence and will expire on the Agreement completion date specified in the Schedule unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

If you are uncertain about any aspect of the Agreement you should seek independent legal advice before signing the two enclosed copies.

The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is s 22 on s 22 or on email s 22

Yours sincerely,  
s 22

PMC Senior Advisor

19 May 2016

## **1. Payment and Australian Business Number**

---

- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

## **2. GST**

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- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms 'GST', 'Recipient Created Tax Invoice', 'Taxable Supplies' and 'Tax Invoice' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

## **3. Privacy**

---

- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

## **4. Indemnity**

---

- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

## **5. Termination**

---

- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or
  - (b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may

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<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.



affect, your ability to perform the Activity or meet your obligations under the Agreement.

## **6. Reporting and Record Keeping**

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- 6.1 You must provide the reports (if any) set out at Item H of the Schedule.
- 6.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 6.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
- (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.

You must comply with a request made under 6.3 within the timeframe specified in the request otherwise we may require you to repay the Grant within twenty (20) Business Days of us giving you notice to do so.

- 6.4 Where the report specified at Item H of the Schedule is a financial declaration, you must:
- (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 6.5 Where the report specified at Item H of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
- (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
  - (d) complies with the applicable Australian Accounting Standards<sup>3</sup>.
- 6.6 Any financial report or declaration must be certified by:
- (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 6.7 You acknowledge that giving false or misleading information to the Department is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

## **7. SACS Supplementation**

---

- 7.1 If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must
- (a) only use the SACS Supplementation to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision<sup>5</sup>; and
  - (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award<sup>6</sup> entitlements for the term of the Agreement; and

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<sup>3</sup> Refer Australian Accounting Standards Board [www.aasb.gov.au](http://www.aasb.gov.au)

<sup>4</sup> SACS Supplementation means the part (if any) of the Grant amount for an Activity that is specified in Item C of the Schedule as being the 'SACS Supplementation' for the Activity, which is provided to you to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision.

<sup>5</sup> SACS Decision means the decisions made by the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or the Western Australia Industrial Relations Commission on 29 August 2013.

<sup>6</sup> SACS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.

s 47F

<b>Item A Programme Information</b>	
Programme name	Culture and Capability Identified Projects
Programme objectives	-
<b>Item B Your Information</b>	
Organisation name	s 47F
ABN	s 47F

<b>Item C Grant Information</b>				
Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$5,500.00	\$0.00	\$0.00	\$5,500.00
Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties. If applicable a SACS payment may be made separately.				
Your bank account details	Financial Institution	s 47F		
	BSB	s 47F		
	Account Number	s 47F		
	Account Name	s 47F		

<b>Item D Activity Information</b>			
Activity name	EMRIP 2016 - 4-3AGNQM2		
Activity start date	19/05/2016		
Activity end date	31/07/2016		
Activity details (what you must do)	Attend the 9 <sup>th</sup> session of the Expert Mechanism on the Rights of Indigenous Peoples in Geneva Switzerland 11-15 July 2016 and submit a final report and financial acquittal report to the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.		
<b>Item E Performance Information</b>			
	<table border="1"> <tr> <th>Performance Indicator</th> <th>Measure</th> </tr> </table>	Performance Indicator	Measure
Performance Indicator	Measure		

- (c) repay any unspent or uncommitted SACS Supplementation in accordance with clause 8 of the Agreement; and
- (d) provide us with a written document certifying you spent the SACS Supplementation in accordance with the Agreement.

#### **8. Repaying the Grant**

---

8.1 You must repay the Grant (or the relevant part of it) to us in any of the circumstances set out below:

- (a) we overpay you; or
- (b) we pay you an amount that you incorrectly claim; or
- (c) an amount of the Grant is unspent at the Agreement completion date; or
- (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
- (e) you spend an amount other than in accordance with the Agreement.

8.2 If you must repay an amount under clause 8.1:

- (a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
- (b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the Taxation Administration Act 1953 (Cth) on a daily compounding basis); and
- (c) we may recover the amount and any interest as a debt due to the Commonwealth.

8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

#### **9. Complaints**

---

9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.

1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 - Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start Date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by Commonwealth

The information listed below on location, service area and the attributed PMC grant amounts will be used by us to provide reports, by region, on PMC grants.  
The information may be published on a Commonwealth web site.  
Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

#### Item F Location information

You have advised that all or part of the Activity will be delivered from the location(s) specified below:

	Location Type	Name	Address
1	Direct Funded	s 47F	s 47F

#### Item G Service Area

You have advised that the Activity will service the service area(s) specified below.

	Type	Service Area
1	Not Specified	

#### Item H Deliverables

Description of deliverable	Due Date
Final Report, outlining your experiences and what was gained from attendance at the UN Expert Mechanism on the Rights of Indigenous Peoples 2016	31/07/2016
Financial Acquittal Report	31/07/2016
Item I Agreement completion date	31/07/2016

Organisation Id:

s 47F

Agreement Id:

Schedule Id:

**Parties**

**Commonwealth of Australia**, as represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191**, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from 30.5.2016

**Signed** for and on behalf of the **Commonwealth of Australia** by the relevant Delegate, represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191** in the presence of:

\_\_\_\_\_  
(Name of Departmental Representative)

\_\_\_\_\_  
(Signature of Departmental Representative)

.....

\_\_\_\_\_  
(Position of Departmental Representative)

\_\_\_\_\_  
(Name of Witness in full)

\_\_\_\_\_  
(Signature of Witness)

.....

**Signed** for and on behalf of s 47F  
accordance with its rules:

s 47F

s 47F

\_\_\_\_\_  
(Name and position held by Signatory)

\_\_\_\_\_  
(Signature) s 47F

30.5.16

s 47F

\_\_\_\_\_  
(Signature of second Signatory/Witness)

30.5.16

### **Notes about the signature block:**

- if you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- if you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- if you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- if you are a **partnership**, a partner must be a signatory in the presence of a witness.
- if you are an **individual**, you must sign in the presence of a witness.
- if you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.





## Australian Government

### Department of the Prime Minister and Cabinet

s 47F

National Office – Culture & Capability  
 Telephone: 1800 079 098  
 Postal address: PO Box 6500 Canberra ACT 2600  
 Email: [CultureandCapabilityProgramme@pmc.gov.au](mailto:CultureandCapabilityProgramme@pmc.gov.au)

Dear s 47F

#### Letter of Offer

I am pleased to offer you grant funding (the Grant) under the Culture and Capability Programme for your organisation to undertake the following activity (the Activity).

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total (incl. GST)
Culture and Capability	UNPFII 2016 Attendance – 4-35SZHZA	\$3,500.00	\$0.00	\$0.00	\$3,500.00

\*SACS means the Social, Community, Home Care and Disability Services Industry Award 2010 supplementation.

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

Two copies of the Agreement are enclosed which must be signed by you. Once you have signed both copies of the Agreement you must return them to us at the above address within thirty (30) Business Days of the date of this letter or, unless otherwise agreed, this offer will lapse.

We will then sign and date both copies and return one copy to you for your organisation's records.

Once we have received and signed both copies the Agreement will commence and will expire on the Agreement completion date specified in the Schedule unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

If you are uncertain about any aspect of the Agreement you should seek independent legal advice before signing the two enclosed copies.

The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is s 22 or on email

s 22

Yours sincerely,  
s 22



PMC Senior Adviser

27 April 2016

## Letter of Offer – Terms and Conditions

### 1. Payment and Australian Business Number

- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

### 2. GST

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms 'GST', 'Recipient Created Tax Invoice', 'Taxable Supplies' and 'Tax Invoice' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

### 3. Privacy

- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

### 4. Indemnity

- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

### 5. Termination

- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or
  - (b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may

<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.

affect, your ability to perform the Activity or meet your obligations under the Agreement.

## **6. Reporting and Record Keeping**

---

- 6.1 You must provide the reports (if any) set out at Item H of the Schedule.
- 6.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 6.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
- (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.

You must comply with a request made under 6.3 within the timeframe specified in the request otherwise we may require you to repay the Grant within twenty (20) Business Days of us giving you notice to do so.

- 6.4 Where the report specified at Item H of the Schedule is a financial declaration, you must:
- (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 6.5 Where the report specified at Item H of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
- (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
  - (d) complies with the applicable Australian Accounting Standards<sup>3</sup>.
- 6.6 Any financial report or declaration must be certified by:
- (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 6.7 You acknowledge that giving false or misleading information to the Department is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

## **7. SACS Supplementation**

---

- 7.1 If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must
- (a) only use the SACS Supplementation to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision<sup>5</sup>; and
  - (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award<sup>6</sup> entitlements for the term of the Agreement; and

---

<sup>3</sup> Refer Australian Accounting Standards Board [www.aasb.gov.au](http://www.aasb.gov.au)

<sup>4</sup> SACS Supplementation means the part (if any) of the Grant amount for an Activity that is specified in Item C of the Schedule as being the 'SACS Supplementation' for the Activity, which is provided to you to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision.

<sup>5</sup> SACS Decision means the decisions made by the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or the Western Australia Industrial Relations Commission on 29 August 2013.

<sup>6</sup> SACS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.

- (c) repay any unspent or uncommitted SACS Supplementation in accordance with clause 8 of the Agreement; and
- (d) provide us with a written document certifying you spent the SACS Supplementation in accordance with the Agreement.

## **8. Repaying the Grant**

---

8.1 You must repay the Grant (or the relevant part of it) to us in any of the circumstances set out below:

- (a) we overpay you; or
- (b) we pay you an amount that you incorrectly claim; or
- (c) an amount of the Grant is unspent at the Agreement completion date; or
- (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
- (e) you spend an amount other than in accordance with the Agreement.

8.2 If you must repay an amount under clause 8.1:

- (a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
- (b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the Taxation Administration Act 1953 (Cth) on a daily compounding basis); and
- (c) we may recover the amount and any interest as a debt due to the Commonwealth.

8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

## **9. Complaints**

---

9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.

## Letter of Offer – Schedule

s 47F

<b>Item A Programme Information</b>	
Programme name	Culture and Capability Strategic Investment
Programme objectives	
<b>Item B Your Information</b>	
Organisation name	s 47F
ABN	s 47F

Item C Grant Information				
Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$3,500.00	\$0.00	\$0.00	\$3,500.00

Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties.  
If applicable a SACS payment may be made separately.

Your bank account details	Financial Institution	s 47F
	BSB	s 47F
	Account Number	
	Account Name	

<b>Item D Activity Information</b>	
Activity name	UNPFII 2016 Attendance - 4-35SZHA
Activity start date	27/04/2016
Activity end date	17/06/2016
Activity details (what you must do)	Attend the United Nations Permanent Forum on Indigenous Issues 2016 in New York City, and submit a final report and financial acquittal report to the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.

<b>Item E Performance Information</b>			
	<table border="1"> <tr> <th>Performance Indicator</th> <th>Measure</th> </tr> </table>	Performance Indicator	Measure
Performance Indicator	Measure		



1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 - Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start Date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by Commonwealth

The information listed below on location, service area and the attributed PMC grant amounts will be used by us to provide reports, by region, on PMC grants.  
The information may be published on a Commonwealth web site.  
Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

#### Item F Location information

You have advised that all or part of the Activity will be delivered from the location(s) specified below:

	Location Type	Name	Address
1		s 47F	s 47F

#### Item G Service Area

You have advised that the Activity will service the service area(s) specified below.

	Type	Service Area
1	Not Specified	

#### Item H Deliverables

Description of deliverable	Due Date
Final Report, outlining your experiences and what was gained from attendance at the UN Permanent Forum on Indigenous Issues 2016	17/06/2016
Financial Acquittal Report	17/06/2016
Item I Agreement completion date	17/06/2016

**Signatories**

**Organisation Id:** s 47F  
**Agreement Id:**  
**Schedule Id:**

**Parties** **Commonwealth of Australia**, as represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191**, 1 National Circuit, Barton ACT 2600 ("**us**", "**we**" or "**our**")  
s 47F

This Agreement is deemed to commence/have effect from ...../...../.....

**Signed** for and on behalf of the **Commonwealth of Australia** by the relevant Delegate, represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191** in the presence of:

\_\_\_\_\_  
(Name of Departmental Representative) (Signature of Departmental Representative)  
...../...../.....

\_\_\_\_\_  
(Position of Departmental Representative)

\_\_\_\_\_  
(Name of Witness in full) (Signature of Witness)  
...../...../.....

**Signed** for and on behalf of s 47F in accordance with its rules:

\_\_\_\_\_  
(Name and position held by Signatory) (Signature)  
...../...../.....

\_\_\_\_\_  
(Name and position held by second Signatory/Name of Witness) (Signature of second Signatory/Witness)  
...../...../.....

Organisation Id: s 47F  
Agreement Id:  
Schedule Id:

Parties Commonwealth of Australia, as represented by and acting through The Department of the Prime Minister and Cabinet ABN 18 108 001 191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")  
s 47F

This Agreement is deemed to commence/have effect from ...../...../.....

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through The Department of the Prime Minister and Cabinet ABN 18 108 001 191 in the presence of:

s 22  
(Name of Departmental Representative)

s 22  
(Signature of Departmental Representative)  
13.7.16

SENIOR ADVISOR  
(Position of Departmental Representative)

s 22  
(Name of Witness in full)

s 22  
(Signature of Witness)  
13.7.16

Signed for and on behalf of s 47F in accordance with its rules:

s 47F  
s 47F  
s 47F

s 47F  
(Signature)  
s 47F  
(Signature)  
02.7.16

(Name and position held by second Signatory/Name of Witness) (WITNESS)

(Signature of second Signatory/Witness)  
2.5.16



## Australian Government

### Department of the Prime Minister and Cabinet

s 47F

National Office – Culture & Capability  
 Telephone: 1800 079 098  
 Postal address: PO Box 6500 Canberra ACT 2600  
 Email: [CultureandCapabilityProgramme@pmc.gov.au](mailto:CultureandCapabilityProgramme@pmc.gov.au)

Dear s 47F

#### Letter of Offer

I am pleased to offer you grant funding (the Grant) under the Culture and Capability Programme for your organisation to undertake the following activity (the Activity).

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total (incl. GST)
Culture and Capability	Payment UNPFII – 4-33QW66R	\$5,500.00	\$0.00	\$0.00	\$5,500.00

\*SACS means the Social, Community, Home Care and Disability Services Industry Award 2010 supplementation.

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

Two copies of the Agreement are enclosed which must be signed by you. Once you have signed both copies of the Agreement you must return them to us at the above address within thirty (30) Business Days of the date of this letter or, unless otherwise agreed, this offer will lapse.

We will then sign and date both copies and return one copy to you for your organisation's records.

Once we have received and signed both copies the Agreement will commence and will expire on the Agreement completion date specified in the Schedule unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

If you are uncertain about any aspect of the Agreement you should seek independent legal advice before signing the two enclosed copies.

The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is s 22 on s 22 or on email s 22

Yours sincerely

s 22

John Walker

A/g Assistant Secretary PMC

15 April 2016

## Letter of Offer – Terms and Conditions

### 1. Payment and Australian Business Number

- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

### 2. GST

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms '**GST**', '**Recipient Created Tax Invoice**', '**Taxable Supplies**' and '**Tax Invoice**' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

### 3. Privacy

- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

### 4. Indemnity

- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

### 5. Termination

- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or
  - (b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may

<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.



affect, your ability to perform the Activity or meet your obligations under the Agreement.

## **6. Reporting and Record Keeping**

---

- 6.1 You must provide the reports (if any) set out at Item H of the Schedule.
- 6.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 6.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
- (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.

You must comply with a request made under 6.3 within the timeframe specified in the request otherwise we may require you to repay the Grant within twenty (20) Business Days of us giving you notice to do so.

- 6.4 Where the report specified at Item H of the Schedule is a financial declaration, you must:
- (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 6.5 Where the report specified at Item H of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
- (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
  - (d) complies with the applicable Australian Accounting Standards<sup>3</sup>.
- 6.6 Any financial report or declaration must be certified by:
- (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 6.7 You acknowledge that giving false or misleading information to the Department is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

## **7. SACS Supplementation**

---

- 7.1 If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must
- (a) only use the SACS Supplementation to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision<sup>5</sup>; and
  - (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award<sup>6</sup> entitlements for the term of the Agreement; and

---

<sup>3</sup> Refer Australian Accounting Standards Board [www.aasb.gov.au](http://www.aasb.gov.au)

<sup>4</sup> SACS Supplementation means the part (if any) of the Grant amount for an Activity that is specified in Item C of the Schedule as being the 'SACS Supplementation' for the Activity, which is provided to you to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision.

<sup>5</sup> SACS Decision means the decisions made by the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or the Western Australia Industrial Relations Commission on 29 August 2013.

<sup>6</sup> SACS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.

- (c) repay any unspent or uncommitted SACS Supplementation in accordance with clause 8 of the Agreement; and
- (d) provide us with a written document certifying you spent the SACS Supplementation in accordance with the Agreement.

## **8. Repaying the Grant**

---

8.1 You must repay the Grant (or the relevant part of it) to us in any of the circumstances set out below:

- (a) we overpay you; or
- (b) we pay you an amount that you incorrectly claim; or
- (c) an amount of the Grant is unspent at the Agreement completion date; or
- (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
- (e) you spend an amount other than in accordance with the Agreement.

8.2 If you must repay an amount under clause 8.1:

- (a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
- (b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the Taxation Administration Act 1953 (Cth) on a daily compounding basis); and
- (c) we may recover the amount and any interest as a debt due to the Commonwealth.

8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

## **9. Complaints**

---

9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.

## Letter of Offer – Schedule

s 47F

<b>Item A Programme Information</b>	
Programme name	Culture and Capability Identified Projects
Programme objectives	
<b>Item B Your Information</b>	
Organisation name	s 47F
ABN	s 47F

<b>Item C Grant Information</b>				
Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$5,500.00	\$0.00	\$0.00	\$5,500.00
Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties. If applicable a SACS payment may be made separately.				
Your bank account details	Financial Institution	s 47F		
	BSB	s 47F		
	Account Number	s 47F		
	Account Name	s 47F		

<b>Item D Activity Information</b>	
Activity name	Payment UNPFII - 4-33QW66R
Activity start date	18/04/2016
Activity end date	31/05/2016
Activity details (what you must do)	Attend the United Nations Permanent Forum on Indigenous Issues 2016 in New York City, and submit a final report and financial acquittal report to the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.
<b>Item E Performance Information</b>	

	Performance Indicator	Measure
1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 - Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start Date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by Commonwealth

The information listed below on location, service area and the attributed PMC grant amounts will be used by us to provide reports, by region, on PMC grants.  
The information may be published on a Commonwealth web site.  
Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

#### Item F Location information

You have advised that all or part of the Activity will be delivered from the location(s) specified below:

	Location Type	Name	Address
1		s 47F	s 47F

#### Item G Service Area

You have advised that the Activity will service the service area(s) specified below.

	Type	Service Area
1	Not Specified	

#### Item H Deliverables

Description of deliverable	Due Date
Final Report, outlining your experiences and what was gained from attendance at the UN Permanent Forum on Indigenous Issues 2016	17/06/2016
Financial Acquittal Report	17/06/2016

Item I Agreement completion date	31/05/2016
----------------------------------	------------

## Signatories

Organisation Id: s 47F

Agreement Id:

Schedule Id:

### Parties

**Commonwealth of Australia**, as represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191**, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from ...../...../.....

**Signed** for and on behalf of the **Commonwealth of Australia** by the relevant Delegate, represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191** in the presence of:

\_\_\_\_\_  
(Name of Departmental Representative)

\_\_\_\_\_  
(Signature of Departmental Representative)

....I...I....

\_\_\_\_\_  
(Position of Departmental Representative)

\_\_\_\_\_  
(Name of Witness in full)

\_\_\_\_\_  
(Signature of Witness)

....I...I....

**Signed** for and on behalf of  
accordance with its rules:

s 47F

in

\_\_\_\_\_  
(Name and position held by Signatory)

\_\_\_\_\_  
(Signature)

....I...I....

\_\_\_\_\_  
(Name and position held by second  
Signatory/Name of Witness)

\_\_\_\_\_  
(Signature of second Signatory/Witness)

....I...I....

### **Notes about the signature block:**

- if you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- if you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- if you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- if you are a **partnership**, a partner must be a signatory in the presence of a witness.
- if you are an **individual**, you must sign in the presence of a witness.
- if you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.



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PDR: MS16-001269

## DEPARTMENT OF THE PRIME MINISTER AND CABINET

PM&C  
Secretary  
Mr Tongue  
Mr Matthews  
Ms Taylor  
Dr Walker  
Ms  
Vandenboeck

**To:** Minister for Indigenous Affairs (for decision by 20 April 2016 to enable funding processes to commence)

**APPROVAL TO FUND ABORIGINAL AND TORRES STRAIT ISLANDER REPRESENTATIVES AT THE UNITED NATIONS EXPERT MECHANISM ON THE RIGHTS OF INDIGENOUS PEOPLES (EMRIP)**

**Recommendation(s) - that you:**

1. Agree to use a non-competitive process to allocate \$22,000 (GST exclusive) from the Culture and Capability (C&C) Programme in 2015-16 as a contribution to travel costs for four Aboriginal and Torres Strait Islander representatives to the United Nations Expert Mechanism on the Rights of Indigenous Peoples (EMRIP).
2. Within the above amount agree to delegate authority to the Department to approve individual grants as a contribution to travel costs to the United Nations Expert Mechanism on the Rights of Indigenous Peoples by selected independent Aboriginal and Torres Strait Islander representatives.

Agreed / Not Agreed

Agreed / Not Agreed

NIGEL SCULLION

Date: 17-4-16

Comments:

**Key Points:**

1. In B15/2828 you agreed that the Australian Government would directly select Aboriginal and Torres Strait Islander participants for the United Nations Permanent Forum on Indigenous Issues (UNPFII) and the Expert Mechanisms on the Rights of Indigenous Peoples (EMRIP) and make contributions to the cost of their travel.
2. In MS16-000915 you approved funding of \$18,000 for three participants (s 47F) to attend the United Nations Permanent Forum on Indigenous Issues (UNPFII). In this brief you were advised that a separate briefing would be provided on the four EMRIP attendees.
3. Following discussions with your Office, offers have been made to (s 47F) to provide a contribution to the costs of their attendance at the EMRIP. This contribution will be \$5,500 each. The offers have been accepted by (s 47F).
4. (s 47F) declined the offer and we are in the process of making an offer to (s 47F). (s 47F) Waiting for (s 47F) agreement prior to seeking your approval of this brief would delay the funding process and would likely not allow sufficient time for the

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## For Official Use Only

participants to make their travel arrangements. If s 47F does not accept the offer, an approach will be made to s 47F

5. Funding of \$40,000 (GST exclusive) for this activity has previously been allocated under the C&C Programme. As of 31 March 2016, \$6.8 million was available as unallocated funding in the C&C Programme. If you agree to use a non-competitive process to allocate the \$22,000 from the C&C Programme, all the priorities identified for funding this year in the C&C Programme can still occur.
6. The Programme Owner for the C&C Programme, Ms Marie Taylor, has endorsed the use of funds for this purpose and has confirmed funds are available.
7. In accordance with s71 of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), in order to approve the grant you must be satisfied the expenditure is a proper use of relevant money. Your agreement is required to use a non-competitive process to allocate the grant (per paragraph 1.5 of the *Commonwealth Grant Rules and Guidelines* (CGRGs)).
8. A non-competitive process is required as the representatives have accepted the Department's direct offers to attend the forum.
9. The legislative authority for this spending is provided by Item 37 of Part 4 of *Schedule 1AB of the Financial Framework (Supplementary Powers) Regulations 1997*. Further information, including your Ministerial obligations under the CGRGs, is available at Attachment A.

John Walker  
A/g Assistant Secretary  
Strategic Policy and Coordination Branch  
Community Safety and Policy Division  
14 April 2016

Policy Officer: s 22  
Phone no: s 22  
Consultation: Housing, Land and Culture  
Division; Financial Accounting Branch

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# Australian Government

## Department of the Prime Minister and Cabinet

**Activity ID:** 4-3AGNQM2

s 47F

### Acquittal advice

I refer to the funding provided in the 2015-16 financial year for: attendance at the UNPFII 2016. An analysis of the financial acquittal documentation has been carried out to determine if the funding objectives have been achieved and that all funds have been accounted for in accordance with your Grant Agreement. The following acquittal action has been taken in respect to the above activity.

<b>Activity ID:</b>	4-3AGNQM2
<b>Programme/project:</b>	EMRIP 2016
<b>Purpose:</b>	Fund s 47F to attend the EMRIP in 2016
<b>Total value of agreement(ie activity value for all years of the agreement):</b>	\$5,000 GST exc
<b>2015-16 Funded amount:</b>	\$5,000
<b>Activity Generated Income:</b>	N/A
<b>Total value of funds to be acquitted:</b>	\$5,000
<b>Actual approved expenditure</b>	\$5,000

Although we have acquitted funds we may still seek return of those funds or pursue other remedies if it is later discovered that the funds were not used in accordance with your Grant Agreement. Should you have any queries in regard to the above please do not hesitate to contact s 22 on s 22 or s 22

Yours sincerely,

s 22 Advisor  
Strategic Policy Branch  
s 22

20 October 2017





**Australian Government**  
**Department of the Prime Minister and Cabinet**

s 47F

National Office – Culture & Capability  
 Telephone: 1800 079 098  
 Postal address: PO Box 6500 Canberra ACT 2600  
 Email: [CultureandCapabilityProgramme@pmc.gov.au](mailto:CultureandCapabilityProgramme@pmc.gov.au)

Dear s 47F

**Letter of Offer**

I am pleased to offer you grant funding (the Grant) under the Culture and Capability Programme for your organisation to undertake the following activity (the Activity).

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total (incl. GST)
Culture and Capability	EMRIP 2016 – 4- 3AG26RY	\$5,500.00	\$0.00	\$0.00	\$5,500.00

\*SACS means the Social, Community, Home Care and Disability Services Industry Award 2010 supplementation.

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

Two copies of the Agreement are enclosed which must be signed by you. Once you have signed both copies of the Agreement you must return them to us at the above address within thirty (30) Business Days of the date of this letter or, unless otherwise agreed, this offer will lapse.

We will then sign and date both copies and return one copy to you for your organisation's records.

Once we have received and signed both copies the Agreement will commence and will expire on the Agreement completion date specified in the Schedule unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

If you are uncertain about any aspect of the Agreement you should seek independent legal advice before signing the two enclosed copies.

The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is s 22 on s 22 or on email s 22

Yours sincerely,

s 22

PMC Senior Advisor

19 May 2016



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## 1. Payment and Australian Business Number

---

- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

## 2. GST

---

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms 'GST', 'Recipient Created Tax Invoice', 'Taxable Supplies' and 'Tax Invoice' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

## 3. Privacy

---

- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

## 4. Indemnity

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- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

## 5. Termination

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- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or
  - (b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may

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<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.



affect, your ability to perform the Activity or meet your obligations under the Agreement.

## **6. Reporting and Record Keeping**

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- 6.1 You must provide the reports (if any) set out at Item H of the Schedule.
- 6.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 6.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
- (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.

You must comply with a request made under 6.3 within the timeframe specified in the request otherwise we may require you to repay the Grant within twenty (20) Business Days of us giving you notice to do so.

- 6.4 Where the report specified at Item H of the Schedule is a financial declaration, you must:
- (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 6.5 Where the report specified at Item H of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
- (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
  - (d) complies with the applicable Australian Accounting Standards<sup>3</sup>.
- 6.6 Any financial report or declaration must be certified by:
- (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 6.7 You acknowledge that giving false or misleading information to the Department is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

## **7. SACS Supplementation**

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- 7.1 If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must
- (a) only use the SACS Supplementation to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision<sup>5</sup>; and
  - (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award<sup>6</sup> entitlements for the term of the Agreement; and

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<sup>3</sup> Refer Australian Accounting Standards Board [www.aasb.gov.au](http://www.aasb.gov.au)

<sup>4</sup> SACS Supplementation means the part (if any) of the Grant amount for an Activity that is specified in Item C of the Schedule as being the 'SACS Supplementation' for the Activity, which is provided to you to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision.

<sup>5</sup> SACS Decision means the decisions made by the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or the Western Australia Industrial Relations Commission on 29 August 2013.

<sup>6</sup> SACS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.



- (c) repay any unspent or uncommitted SACS Supplementation in accordance with clause 8 of the Agreement; and
- (d) provide us with a written document certifying you spent the SACS Supplementation in accordance with the Agreement.

## **8. Repaying the Grant**

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8.1 You must repay the Grant (or the relevant part of it) to us in any of the circumstances set out below:

- (a) we overpay you; or
- (b) we pay you an amount that you incorrectly claim; or
- (c) an amount of the Grant is unspent at the Agreement completion date; or
- (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
- (e) you spend an amount other than in accordance with the Agreement.

8.2 If you must repay an amount under clause 8.1:

- (a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
- (b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the Taxation Administration Act 1953 (Cth) on a daily compounding basis); and
- (c) we may recover the amount and any interest as a debt due to the Commonwealth.

8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

## **9. Complaints**

---

9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.

s 47F

Item A Programme Information	
Programme name	Culture and Capability Identified Projects
Programme objectives	-
Item B Your Information	
Organisation name	s 47F
ABN	

Item C Grant Information				
Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$5,500.00	\$0.00	\$0.00	\$5,500.00
Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties. If applicable a SACS payment may be made separately.				
Your bank account details	Financial Institution	s 47F		
	BSB	s 47F		
	Account Number	s 47F		
	Account Name	s 47F		

Item D Activity Information	
Activity name	EMRIP 2016 - 4-3AG26RY
Activity start date	19/05/2016
Activity end date	31/07/2016
Activity details (what you must do)	Attend the 9 <sup>th</sup> session of the Expert Mechanism on the Rights of Indigenous Peoples in Geneva Switzerland 11-15 July 2016 and submit a final report and financial acquittal report to the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.

Item E Performance Information	
Performance Indicator	Measure



1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 - Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start Date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by Commonwealth

The information listed below on location, service area and the attributed PMC grant amounts will be used by us to provide reports, by region, on PMC grants.

The information may be published on a Commonwealth web site.

Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

#### Item F Location information

You have advised that all or part of the Activity will be delivered from the location(s) specified below:

	Location Type	Name	Address
1	Direct Funded	s 47F	s 47F

#### Item G Service Area

You have advised that the Activity will service the service area(s) specified below.

	Type	Service Area
1	Not Specified	

#### Item H Deliverables

Description of deliverable	Due Date
Final Report, outlining your experiences and what was gained from attendance at the UN Expert Mechanism on the Rights of Indigenous Peoples 2016	31/07/2016
Financial Acquittal Report	31/07/2016
Item I Agreement completion date	31/07/2016

Organisation Id:

s 47F

Agreement Id:

Schedule Id:

**Parties**

**Commonwealth of Australia**, as represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191**, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from ...../...../.....

**Signed** for and on behalf of the **Commonwealth of Australia** by the relevant Delegate, represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191** in the presence of;

\_\_\_\_\_  
(Name of Departmental Representative)

\_\_\_\_\_  
(Signature of Departmental Representative)

...../...../.....

\_\_\_\_\_  
(Position of Departmental Representative)

\_\_\_\_\_  
(Name of Witness in full)

\_\_\_\_\_  
(Signature of Witness)

...../...../.....

**Signed** for and on behalf of s 47F in accordance with its rules:

s 47F

s 47F

\_\_\_\_\_  
(Name and position held by Signatory)

\_\_\_\_\_  
(Signature)

s 47F

s 47F

\_\_\_\_\_  
(Name and position held by second Signatory/Name of Witness)

\_\_\_\_\_  
(Signature of second Signatory/Witness)

19/5/16



### **Notes about the signature block:**

- if you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- if you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- if you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- if you are a **partnership**, a partner must be a signatory in the presence of a witness.
- if you are an **individual**, you must sign in the presence of a witness.
- if you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.



## Australian Government

### Department of the Prime Minister and Cabinet

s 47F

National Office – Culture & Capability  
 Telephone: 1800 079 098  
 Postal address: PO Box 6500 Canberra ACT 2600  
 Email: [CultureandCapabilityProgramme@pmc.gov.au](mailto:CultureandCapabilityProgramme@pmc.gov.au)

Dear s 47F

#### Letter of Offer

I am pleased to offer you grant funding (the Grant) under the Culture and Capability Programme for your organisation to undertake the following activity (the Activity).

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total (incl. GST)
Culture and Capability	EMRIP 2016 – 4- 3AGNQM2	\$5,500.00	\$0.00	\$0.00	\$5,500.00

\*SACS means the Social, Community, Home Care and Disability Services Industry Award 2010 supplementation.

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

Two copies of the Agreement are enclosed which must be signed by you. Once you have signed both copies of the Agreement you must return them to us at the above address within thirty (30) Business Days of the date of this letter or, unless otherwise agreed, this offer will lapse.

We will then sign and date both copies and return one copy to you for your organisation's records.

Once we have received and signed both copies the Agreement will commence and will expire on the Agreement completion date specified in the Schedule unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

If you are uncertain about any aspect of the Agreement you should seek independent legal advice before signing the two enclosed copies.

The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is s 22 on (s 22 or on email s 22

Yours sincerely,

s 22

PMC Senior Advisor

19 May 2016



## Letter of Offer – Terms and Conditions

### 1. **Payment and Australian Business Number**

- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

### 2. **GST**

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms 'GST', 'Recipient Created Tax Invoice', 'Taxable Supplies' and 'Tax Invoice' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

### 3. **Privacy**

- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

### 4. **Indemnity**

- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

### 5. **Termination**

- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or
  - (b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may

<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.

affect, your ability to perform the Activity or meet your obligations under the Agreement.

## **6. Reporting and Record Keeping**

---

- 6.1 You must provide the reports (if any) set out at Item H of the Schedule.
- 6.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 6.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
- (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.

You must comply with a request made under 6.3 within the timeframe specified in the request otherwise we may require you to repay the Grant within twenty (20) Business Days of us giving you notice to do so.

- 6.4 Where the report specified at Item H of the Schedule is a financial declaration, you must:
- (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 6.5 Where the report specified at Item H of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
- (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
  - (d) complies with the applicable Australian Accounting Standards<sup>3</sup>.
- 6.6 Any financial report or declaration must be certified by:
- (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 6.7 You acknowledge that giving false or misleading information to the Department is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

## **7. SACS Supplementation**

---

- 7.1 If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must
- (a) only use the SACS Supplementation to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision<sup>5</sup>; and
  - (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award<sup>6</sup> entitlements for the term of the Agreement; and

---

<sup>3</sup> Refer Australian Accounting Standards Board [www.aasb.gov.au](http://www.aasb.gov.au)

<sup>4</sup> SACS Supplementation means the part (if any) of the Grant amount for an Activity that is specified in Item C of the Schedule as being the 'SACS Supplementation' for the Activity, which is provided to you to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision.

<sup>5</sup> SACS Decision means the decisions made by the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or the Western Australia Industrial Relations Commission on 29 August 2013.

<sup>6</sup> SACS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.

- (c) repay any unspent or uncommitted SACS Supplementation in accordance with clause 8 of the Agreement; and
- (d) provide us with a written document certifying you spent the SACS Supplementation in accordance with the Agreement.

## **8. Repaying the Grant**

---

8.1 You must repay the Grant (or the relevant part of it) to us in any of the circumstances set out below:

- (a) we overpay you; or
- (b) we pay you an amount that you incorrectly claim; or
- (c) an amount of the Grant is unspent at the Agreement completion date; or
- (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
- (e) you spend an amount other than in accordance with the Agreement.

8.2 If you must repay an amount under clause 8.1:

- (a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
- (b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the Taxation Administration Act 1953 (Cth) on a daily compounding basis); and
- (c) we may recover the amount and any interest as a debt due to the Commonwealth.

8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

## **9. Complaints**

---

9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.

## Letter of Offer – Schedule

s 47F

<b>Item A Programme Information</b>	
Programme name	Culture and Capability Identified Projects
Programme objectives	-
<b>Item B Your Information</b>	
Organisation name	s 47F
ABN	s 47F

<b>Item C Grant Information</b>				
Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$5,500.00	\$0.00	\$0.00	\$5,500.00
Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties. If applicable a SACS payment may be made separately.				
Your bank account details	Financial Institution	s 47F		
	BSB	s 47F		
	Account Number	s 47F		
	Account Name	s 47F		

<b>Item D Activity Information</b>	
Activity name	EMRIP 2016 - 4-3AGNQM2
Activity start date	19/05/2016
Activity end date	31/07/2016
Activity details (what you must do)	Attend the 9 <sup>th</sup> session of the Expert Mechanism on the Rights of Indigenous Peoples in Geneva Switzerland 11-15 July 2016 and submit a final report and financial acquittal report to the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.

<b>Item E Performance Information</b>			
	<table border="1"> <tr> <th>Performance Indicator</th> <th>Measure</th> </tr> </table>	Performance Indicator	Measure
Performance Indicator	Measure		

1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 - Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start Date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by Commonwealth

The information listed below on location, service area and the attributed PMC grant amounts will be used by us to provide reports, by region, on PMC grants.  
The information may be published on a Commonwealth web site.  
Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

#### Item F Location information

You have advised that all or part of the Activity will be delivered from the location(s) specified below:

	Location Type	Name	Address
1	Direct Funded	s 47F	s 47F

#### Item G Service Area

You have advised that the Activity will service the service area(s) specified below.

	Type	Service Area
1	Not Specified	

#### Item H Deliverables

Description of deliverable	Due Date
Final Report, outlining your experiences and what was gained from attendance at the UN Expert Mechanism on the Rights of Indigenous Peoples 2016	31/07/2016
Financial Acquittal Report	31/07/2016
Item I Agreement completion date	31/07/2016

## Signatories

Organisation Id:

s 47F

Agreement Id:

Schedule Id:

### Parties

**Commonwealth of Australia**, as represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191**, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from ...../...../.....

**Signed** for and on behalf of the **Commonwealth of Australia** by the relevant Delegate, represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191** in the presence of:

\_\_\_\_\_  
(Name of Departmental Representative)

\_\_\_\_\_  
(Signature of Departmental Representative)

...../...../.....

\_\_\_\_\_  
(Position of Departmental Representative)

\_\_\_\_\_  
(Name of Witness in full)

\_\_\_\_\_  
(Signature of Witness)

...../...../.....

**Signed** for and on behalf of  
accordance with its rules:

s 47F

in

\_\_\_\_\_  
(Name and position held by Signatory)

\_\_\_\_\_  
(Signature)

...../...../.....

\_\_\_\_\_  
(Name and position held by second  
Signatory/Name of Witness)

\_\_\_\_\_  
(Signature of second Signatory/Witness)

...../...../.....

### **Notes about the signature block:**

- if you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- if you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- if you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- if you are a **partnership**, a partner must be a signatory in the presence of a witness.
- if you are an **individual**, you must sign in the presence of a witness.
- if you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.





**Australian Government**  
**Department of the Prime Minister and Cabinet**

s 47F

National Office – Culture & Capability  
 Telephone: 1800 079 098  
 Postal address: PO Box 6500 Canberra ACT 2600  
 Email: [CultureandCapabilityProgramme@pmc.gov.au](mailto:CultureandCapabilityProgramme@pmc.gov.au)

Dear s 47F

**Letter of Offer**

I am pleased to offer you grant funding (the Grant) under the Culture and Capability Programme for your organisation to undertake the following activity (the Activity).

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total (Incl. GST)
Culture and Capability	EMRIP 2016 – 4-3ALP94A	\$5,500.00	\$0.00	\$0.00	\$5,500.00

\*SACS means the Social, Community, Home Care and Disability Services Industry Award 2010 supplementation.

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

Two copies of the Agreement are enclosed which must be signed by you. Once you have signed both copies of the Agreement you must return them to us at the above address within thirty (30) Business Days of the date of this letter or, unless otherwise agreed, this offer will lapse.

We will then sign and date both copies and return one copy to you for your organisation's records.

Once we have received and signed both copies the Agreement will commence and will expire on the Agreement completion date specified in the Schedule unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

If you are uncertain about any aspect of the Agreement you should seek independent legal advice before signing the two enclosed copies.

The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is s 22 on s 22 or on email s 22

Yours sincerely,

s 22

PMC Senior Advisor

20 May 2016

## Letter of Offer – Terms and Conditions

### 1. Payment and Australian Business Number

- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

### 2. GST

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms 'GST', 'Recipient Created Tax Invoice', 'Taxable Supplies' and 'Tax Invoice' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

### 3. Privacy

- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

### 4. Indemnity

- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

### 5. Termination

- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or
  - (b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may

<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.



affect, your ability to perform the Activity or meet your obligations under the Agreement.

## **6. Reporting and Record Keeping**

---

- 6.1 You must provide the reports (if any) set out at Item H of the Schedule.
- 6.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 6.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
- (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.

You must comply with a request made under 6.3 within the timeframe specified in the request otherwise we may require you to repay the Grant within twenty (20) Business Days of us giving you notice to do so.

- 6.4 Where the report specified at Item H of the Schedule is a financial declaration, you must:
- (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 6.5 Where the report specified at Item H of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
- (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
  - (d) complies with the applicable Australian Accounting Standards<sup>3</sup>.
- 6.6 Any financial report or declaration must be certified by:
- (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 6.7 You acknowledge that giving false or misleading information to the Department is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

## **7. SACS Supplementation**

---

- 7.1 If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must
- (a) only use the SACS Supplementation to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision<sup>5</sup>; and
  - (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award<sup>6</sup> entitlements for the term of the Agreement; and

---

<sup>3</sup> Refer Australian Accounting Standards Board [www.aasb.gov.au](http://www.aasb.gov.au)

<sup>4</sup> SACS Supplementation means the part (if any) of the Grant amount for an Activity that is specified in Item C of the Schedule as being the 'SACS Supplementation' for the Activity, which is provided to you to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision.

<sup>5</sup> SACS Decision means the decisions made by the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or the Western Australia Industrial Relations Commission on 29 August 2013.

<sup>6</sup> SACS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.

- (c) repay any unspent or uncommitted SACS Supplementation in accordance with clause 8 of the Agreement; and
- (d) provide us with a written document certifying you spent the SACS Supplementation in accordance with the Agreement.

## **8. Repaying the Grant**

---

8.1 You must repay the Grant (or the relevant part of it) to us in any of the circumstances set out below:

- (a) we overpay you; or
- (b) we pay you an amount that you incorrectly claim; or
- (c) an amount of the Grant is unspent at the Agreement completion date; or
- (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
- (e) you spend an amount other than in accordance with the Agreement.

8.2 If you must repay an amount under clause 8.1:

- (a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
- (b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the Taxation Administration Act 1953 (Cth) on a daily compounding basis); and
- (c) we may recover the amount and any interest as a debt due to the Commonwealth.

8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

## **9. Complaints**

---

9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.



s 47F

<b>Item A Programme Information</b>	
Programme name	Culture and Capability Identified Projects
Programme objectives	-
<b>Item B Your Information</b>	
Organisation name	s 47F
ABN	s 47F

<b>Item C Grant Information</b>				
Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$5,500.00	\$0.00	\$0.00	\$5,500.00
Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties. If applicable a SACS payment may be made separately.				
Your bank account details	Financial Institution	s 47F		
	BSB	s 47F		
	Account Number	s 47F		
	Account Name	s 47F		
<b>Item D Activity Information</b>				
Activity name	EMRIP 2016 - 4-3ALP94A			
Activity start date	20/05/2016			
Activity end date	31/07/2016			
Activity details (what you must do)	Attend the 9 <sup>th</sup> session of the Expert Mechanism on the Rights of Indigenous Peoples in Geneva Switzerland 11-15 July 2016 and submit a final report and financial acquittal report to the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.			
<b>Item E Performance Information</b>				
	Performance Indicator	Measure		

1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 - Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start Date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by Commonwealth

The information listed below on location, service area and the attributed PMC grant amounts will be used by us to provide reports, by region, on PMC grants.

The information may be published on a Commonwealth web site.

Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

#### Item F Location information

You have advised that all or part of the Activity will be delivered from the location(s) specified below:

	Location Type	Name	Address
1	Direct Funded	s 47F	s 47F

#### Item G Service Area

You have advised that the Activity will service the service area(s) specified below.

	Type	Service Area
1	Not Specified	

#### Item H Deliverables

Description of deliverable	Due Date
Final Report, outlining your experiences and what was gained from attendance at the UN Expert Mechanism on the Rights of Indigenous Peoples 2016	31/07/2016
Financial Acquittal Report	31/07/2016
Item I Agreement completion date	31/07/2016



Organisation Id:

s 47F

Agreement Id:

Schedule Id:

Parties

Commonwealth of Australia, as represented by and acting through The Department of the Prime Minister and Cabinet ABN 18 108 001 191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from ...../...../.....

**Signed** for and on behalf of the **Commonwealth of Australia** by the relevant Delegate, represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191** in the presence of:

\_\_\_\_\_  
(Name of Departmental Representative)

\_\_\_\_\_  
(Signature of Departmental Representative)

...../...../.....

\_\_\_\_\_  
(Position of Departmental Representative)

\_\_\_\_\_  
(Name of Witness in full)

\_\_\_\_\_  
(Signature of Witness)

...../...../.....

**Signed** for and on behalf of s 47F in accordance with its rules:

s 47F

s 47F

\_\_\_\_\_  
(Name and position held by Signatory)

\_\_\_\_\_  
(Signature)

23.5.16

s 47F

s 47F

\_\_\_\_\_  
(Name and position held by second Signatory/Name of Witness)

\_\_\_\_\_  
(Signature of second Signatory/Witness)

23.5.16

### **Notes about the signature block:**

- if you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- if you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- if you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- if you are a **partnership**, a partner must be a signatory in the presence of a witness.
- if you are an **individual**, you must sign in the presence of a witness.
- if you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.



## Australian Government

### Department of the Prime Minister and Cabinet

s 47F

National Office – Culture & Capability  
 Telephone: 1800 079 098  
 Postal address: PO Box 8500 Canberra ACT 2600  
 Email: [CultureandCapabilityProgramme@pmc.gov.au](mailto:CultureandCapabilityProgramme@pmc.gov.au)

Dear s 47F

#### Letter of Offer

I am pleased to offer you grant funding (the Grant) under the Culture and Capability Programme for your organisation to undertake the following activity (the Activity).

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total (incl. GST)
Culture and Capability	EMRIP - s 47F - 4- 3EHCMHE	\$5,500.00	\$0.00	\$0.00	\$5,500.00

\*SACS means the Social, Community, Home Care and Disability Services Industry Award 2010 supplementation.

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

Two copies of the Agreement are enclosed which must be signed by you. Once you have signed both copies of the Agreement you must return them to us at the above address within thirty (30) Business Days of the date of this letter or, unless otherwise agreed, this offer will lapse.

We will then sign and date both copies and return one copy to you for your organisation's records.

Once we have received and signed both copies the Agreement will commence and will expire on the Agreement completion date specified in the Schedule unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

If you are uncertain about any aspect of the Agreement you should seek independent legal advice before signing the two enclosed copies.

The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is s 22 on s 22 or on email s 22

Yours sincerely,

s 22

PMC Senior Advisor

20 May 2016

## Letter of Offer – Terms and Conditions

### 1. Payment and Australian Business Number

- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

### 2. GST

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms 'GST', 'Recipient Created Tax Invoice', 'Taxable Supplies' and 'Tax Invoice' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

### 3. Privacy

- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

### 4. Indemnity

- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

### 5. Termination

- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or
  - (b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may

<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.



affect, your ability to perform the Activity or meet your obligations under the Agreement.

## **6. Reporting and Record Keeping**

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- 6.1 You must provide the reports (if any) set out at Item H of the Schedule.
- 6.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 6.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
- (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.

You must comply with a request made under 6.3 within the timeframe specified in the request otherwise we may require you to repay the Grant within twenty (20) Business Days of us giving you notice to do so.

- 6.4 Where the report specified at Item H of the Schedule is a financial declaration, you must:
- (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 6.5 Where the report specified at Item H of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
- (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
  - (d) complies with the applicable Australian Accounting Standards<sup>3</sup>.
- 6.6 Any financial report or declaration must be certified by:
- (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 6.7 You acknowledge that giving false or misleading information to the Department is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

## **7. SACS Supplementation**

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- 7.1 If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must
- (a) only use the SACS Supplementation to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision<sup>5</sup>; and
  - (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award<sup>6</sup> entitlements for the term of the Agreement; and

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<sup>3</sup> Refer Australian Accounting Standards Board [www.aasb.gov.au](http://www.aasb.gov.au)

<sup>4</sup> SACS Supplementation means the part (if any) of the Grant amount for an Activity that is specified in Item C of the Schedule as being the 'SACS Supplementation' for the Activity, which is provided to you to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision.

<sup>5</sup> SACS Decision means the decisions made by the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or the Western Australia Industrial Relations Commission on 29 August 2013.

<sup>6</sup> SACS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.

- (c) repay any unspent or uncommitted SACS Supplementation in accordance with clause 8 of the Agreement; and
- (d) provide us with a written document certifying you spent the SACS Supplementation in accordance with the Agreement.

## **8. Repaying the Grant**

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8.1 You must repay the Grant (or the relevant part of it) to us in any of the circumstances set out below:

- (a) we overpay you; or
- (b) we pay you an amount that you incorrectly claim; or
- (c) an amount of the Grant is unspent at the Agreement completion date; or
- (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
- (e) you spend an amount other than in accordance with the Agreement.

8.2 If you must repay an amount under clause 8.1:

- (a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
- (b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the Taxation Administration Act 1953 (Cth) on a daily compounding basis); and
- (c) we may recover the amount and any interest as a debt due to the Commonwealth.

8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

## **9. Complaints**

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9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.



## Letter of Offer – Schedule

s 47F

<b>Item A Programme Information</b>	
Programme name	Culture and Capability Identified Projects
Programme objectives	
<b>Item B Your Information</b>	
Organisation name	s 47F
ABN	s 47F

<b>Item C Grant Information</b>				
Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$5,500.00	\$0.00	\$0.00	\$5,500.00
Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties. If applicable a SACS payment may be made separately.				
Your bank account details	Financial Institution	s 47F		
	BSB	s 47F		
	Account Number	s 47F		
	Account Name	s 47F		

<b>Item D Activity Information</b>	
Activity name	EMRIP - s 47F 4-3EHCMHE
Activity start date	07/06/2016
Activity end date	31/07/2016
Activity details (what you must do)	Attend the 9 <sup>th</sup> session of the Expert Mechanism on the Rights of Indigenous Peoples in Geneva Switzerland 11-15 July 2016 and submit a final report and financial acquittal report to the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.

<b>Item E Performance Information</b>			
	<table border="1"> <tr> <th>Performance Indicator</th> <th>Measure</th> </tr> </table>	Performance Indicator	Measure
Performance Indicator	Measure		

1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 - Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start Date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by Commonwealth

The information listed below on location, service area and the attributed PMC grant amounts will be used by us to provide reports, by region, on PMC grants.  
The information may be published on a Commonwealth web site.  
Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

#### Item F Location information

You have advised that all or part of the Activity will be delivered from the location(s) specified below:

	Location Type	Name	Address
1	Direct Funded	s 47F	s 47F

#### Item G Service Area

You have advised that the Activity will service the service area(s) specified below.

	Type	Service Area
1	Not Specified	

#### Item H Deliverables

Description of deliverable	Due Date
Final Report, outlining your experiences and what was gained from attendance at the UN Expert Mechanism on the Rights of Indigenous Peoples 2016	31/07/2016
Financial Acquittal Report	31/07/2016

Item I Agreement completion date	31/07/2016
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## Signatories

Organisation Id: s 47F

Agreement Id:

Schedule Id:

### Parties

**Commonwealth of Australia**, as represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191**, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from ...../...../.....

**Signed** for and on behalf of the **Commonwealth of Australia** by the relevant Delegate, represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191** in the presence of:

\_\_\_\_\_  
(Name of Departmental Representative)

\_\_\_\_\_  
(Signature of Departmental Representative)

..../..../....

\_\_\_\_\_  
(Position of Departmental Representative)

\_\_\_\_\_  
(Name of Witness in full)

\_\_\_\_\_  
(Signature of Witness)

..../..../....

**Signed** for and on behalf of s 47F in accordance with its rules:

\_\_\_\_\_  
(Name and position held by Signatory)

\_\_\_\_\_  
(Signature)

..../..../....

\_\_\_\_\_  
(Name and position held by second Signatory/Name of Witness)

\_\_\_\_\_  
(Signature of second Signatory/Witness)

..../..../....

### **Notes about the signature block:**

- if you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- if you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- if you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- if you are a **partnership**, a partner must be a signatory in the presence of a witness.
- if you are an **individual**, you must sign in the presence of a witness.
- if you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.

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PDR: MS17-001403

## DEPARTMENT OF THE PRIME MINISTER AND CABINET

PM&C  
Secretary  
Mr  
Tongue  
Mr Sloan  
Ms  
Roberts  
Ms Taylor  
Ms  
O'Connor

**To:** Minister Scullion for Indigenous Affairs (for decision by 19 April 2017 to enable funding processes to commence)

**APPROVAL TO FUND ABORIGINAL AND TORRES STRAIT ISLANDER REPRESENTATIVES TO THE UNITED NATIONS PERMANENT FORUM ON INDIGENOUS ISSUES (UNPFII)**

s 22

**Recommendations - that you:**

1. Agree to use a non-competitive process to allocate \$24,000 (GST exclusive) from the Culture and Capability (C&C) Programme in 2016-17 as a contribution to travel costs for experienced Aboriginal and Torres Strait Islander participants, s 47F and s 47F (\$5,000 each), and youth Aboriginal and Torres Strait Islander participants, s 47F (\$7,000 each), to attend the United Nations Permanent Forum on Indigenous Issues (UNPFII).

Agreed / Not Agreed

OR

2. Agree to use a non-competitive process to allocate \$30,000 (GST exclusive) from the Culture and Capability (C&C) Programme in 2016-17 as a contribution to travel costs for experienced Aboriginal and Torres Strait Islander participants, s 47F and s 47F (\$5,000 each), and youth Aboriginal and Torres Strait Islander participants, s 47F (\$10,000 each), to attend the United Nations Permanent Forum on Indigenous Issues (UNPFII).

Agreed / Not Agreed

3. Within the above amount agree to delegate authority to the Department to approve individual grants as a contribution to travel costs to the United Nations Permanent Forum on Indigenous Issues to selected independent Aboriginal and Torres Strait Islander representatives.

s 22

Agreed / Not Agreed

NIGEL SCULLION

Date: 19.4.17

Comments:

**Key Points:**

1. In MS17-000064 you agreed that the Australian Government, in consultation with the National Congress of Australia's First Peoples (National Congress), would select Aboriginal and Torres Strait Islander participants for the United Nations Permanent Forum

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on Indigenous Issues (UNPFII) and the Expert Mechanism on the Rights of Indigenous Peoples (EMRIP).

2. In MS17-000404 you approved a shortlist of candidates to receive funding and signed a letter to be sent to the National Congress requesting a response as to their preferred candidates by 23 March 2017. The National Congress response, with their preferred selection of participants, was not received until Friday 7 April 2017. This did not allow time for unprepared participants to attend the UNPFII on 24 April – 5 May 2017, as they would have required visas, passports and make considerable travel arrangements.
3. Following discussions with your Office, it has been agreed that the Department will offer support to the following Indigenous candidates to attend the Permanent Forum on Indigenous Issues in New York from 24 April – 5 May 2017:  
§ 47F  
§ 47F
4. The Department will provide the selected candidates a contribution to the costs of their attendance at the UNPFII. This contribution will be \$5,000 each for § 47F and § 47F § 47F
5. § 47F the youth participants, responded to the offer of \$5,000 each stating that this would not be sufficient to enable them to attend. They advised that while they had sought financial support from other organisations, they have been unsuccessful. There are two options to support § 47F - \$10,000 each to cover the majority of costs or \$7,000 each as a contribution. There are two recommendations made above for you to select your preferred contribution.
6. The higher amounts we are suggesting be offered to § 47F are in recognition of their lack of resources compared to the other participants, and the limited time to finalise accommodation and flights before the start of the UNPFII on Monday, 24 April 2017 resulting in higher costs.
7. The Permanent Forum will have a focus on youth, and Australia will be co-sponsoring the screening of a short film by the § 47F, the organisation to which § 47F and § 47F belong, during the Forum.
8. The additional funding to § 47F and § 47F may mean there is less funds available for participants at the Expert Mechanism on the Rights of Indigenous Peoples (EMRIP) in July. We may be able to approach the Culture and Capability Programme for additional funds to support international participation.
9. Your approval for the release of these funds is requested as a matter of urgency so the Department can issue the funds to selected candidates as soon as possible.
10. The remainder of the possible candidates will be considered for further shortlisting to attend the Expert Mechanisms on the Rights of Indigenous Peoples (EMRIP), and also be provided with contributions to the cost of their travel. Please be advised that a separate briefing for the EMRIP attendees will be provided to you and your office.
11. Funding of \$40,000 (GST exclusive) for this activity has previously been allocated under the C&C Programme. As of 31 March 2017 \$1.7 million was available as unallocated funding in the C&C Programme. If you agree to use a non-competitive process to allocate

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these funds from the C&C Programme, all the priorities identified for funding this year in the C&C Programme can still occur.

12. The Programme Owner for the C&C Programme, Ms Marie Taylor, has endorsed the use of funds for this purpose and has confirmed funds are available.
13. In accordance with s71 of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), in order to approve the grant, you must be satisfied the expenditure is a proper use of relevant money. Your agreement is required to use a non-competitive process to allocate the grant (per paragraph 1.5 of the *Commonwealth Grant Rules and Guidelines* (CGRGs)).
14. A non-competitive process is required as the representatives have accepted the Department's direct offers to attend the forum.
15. The legislative authority for this spending is provided by Item 37 of Part 4 of *Schedule 1AB of the Financial Framework (Supplementary Powers) Regulations 1997*. Further information, including your Ministerial obligations under the CGRGs, is available at Attachment A.

Rachel O'Connor  
Assistant Secretary  
Strategic Policy Branch  
Policy, Analysis and Evaluation Division  
Indigenous Affairs Group  
April 2016

Policy Officer: s 22  
Phone no: s 22  
Consultation: Housing, Land and Culture  
Division; Financial Accounting Branch

## ATTACHMENTS

### ATTACHMENT A MANDATORY GRANTS RULES AND GUIDELINES AND OTHER REQUIREMENTS

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ATTACHMENT A

**Mandatory grants rules and guidelines and other requirements**

In making your decision you will need to consider your mandatory obligations associated with approving grants presented by the Department. These include:

- a. If you approve expenditure under section 71 of the PGPA Act, in relation to a grant or group of grants, you *must* not approve the grant without first receiving written advice from Department staff on the merits of the proposed grant or group of grants before you make your decision. That advice *must* meet the requirements of paragraph 4.6 of the Commonwealth Grant Rules and Guidelines (CGRGs).
- b. If the proposed expenditure of relevant money relates to a grant, where you exercise the role of approver you *must* also record, in writing, the basis for the approval relative to the grant guidelines and key considerations of value with relevant money. The recommended basis and record for the approval, relative to the grant guidelines and the key consideration of value for money, are set out in this brief. If there is any alternative basis or considerations on which you are basing your decision you should record these in accordance with clause 4.11 of the CGRGs.
- c. If you approve a grant the Department has not recommended (recommended as rejected) or deemed ineligible (recommended as rejected) for funding, you must provide written advice on the basis of your approval for reporting to the Department of Finance in line with the CGRG annual reporting requirement in paragraph 4.13 of the CGRGs, i.e. by 31 March each year for grants approved in the preceding calendar year.

Consistent with section 71 of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) you must not approve a grant unless, after reasonable enquiry, you are satisfied that these grants would be a proper use of relevant money.

If your approval is not given, or is made conditional on the applicant meeting additional obligations, please advise the reasons for your decision and any conditions placed on the approval, for follow-up by the Department.

For the majority of grants, once the grant is approved, the Secretary or their delegate, will approve the commitment of relevant money under s23(3) of the PGPA Act and enter into the arrangement pursuant to s23(1) of the PGPA Act or s32B of the *Financial Framework (Supplementary Powers) Act 1997* (and 32C if applicable) as the case requires. For grants made under specific statutory legislation (such as grants under the *Indigenous Education (Targeted Assistance) Act 2000*) the brief will contain details of the relevant statutory framework and approvals.

The Department is responsible to ensure forward year commitments are recorded in accordance with the PGPA Act. The Department would record any applicable amounts if you approve the grants recommended in this brief.



## DEPARTMENT OF THE PRIME MINISTER AND CABINET

PM&C  
Secretary  
Mr Tongue  
Mr Sloan

To: Minister for Indigenous Affairs (for decision by 10 February 2017)

## FUNDING APPROVAL FOR PARTICIPANTS AT UN FORA

PM&C  
s 22

MO  
s 22

## Recommendation - that you:

1. Agree to the proposed methodology for proportioning \$40,000 in funding for Indigenous representation at international fora in 2017.

s 22

Agreed / Please discuss

NIGEL SCULLEN

Date: 1.2.17

## Comments:

PLS PREPARE LETTER TO  
CONGRESS SEEKING ADVICE ON  
PARTICIPANTS.

## Key Points:

1. This brief outlines three options for providing funding to Indigenous Australians to participate at United Nations (UN) fora in 2017. The table at Attachment A summarises the options and methodology.
2. The Department has reviewed past practice and assessed a variety of options. PM&C recommends that the Government, Indigenous leaders involved in the Redfern Statement workshops and Australia's peak human rights institution, the Australian Human Rights Commission (AHRC), select funding recipients for 2017.
3. In 2016, you approved financial contributions to enable seven Aboriginal and Torres Strait Islander Australians to attend Indigenous-specific UN fora (see MS16-000915 and MS16-001269). Three attended the UN Permanent Forum on Indigenous Issues and four attended the Expert Mechanism on the Rights of Indigenous Peoples (EMRIP).
4. At the 2016 EMRIP session held in Geneva, senior members of the UN, such as the Special Rapporteur on the Rights of Indigenous Peoples, and representatives from Member States commented on the respectful relationship between Indigenous Australian participants and the Australian Government representatives. It was noted that we were the only country where non-government and government participants sat and worked together.
5. However, there have also been significant and public criticisms over the lack of transparency on the selection process. Many senior members of Aboriginal and Torres Strait Islander communities raised concerns, including the s 47F  
s 47F  
s 47F  
The Department also received requests from other parties for information on the selection method and criteria used. Further criticism is expected.



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6. Public criticism has jeopardised the goodwill Australia built at the UN by supporting the independent participation of Indigenous peoples. Following this criticism, we anticipate increased scrutiny both domestically and internationally on the selection method of funding recipients.
7. Further, 2017 marks two significant events for the Australian Government. On 13 September 2017 The UN marks the tenth anniversary of the Declaration on the Rights of Indigenous Peoples. In late 2017 the UN will also vote on Australia's bid for membership on the Human Rights Council. These events will provide a spotlight on Australia's commitment to supporting the rights of Indigenous Australians, one of the key pillars of Australia's campaign for the Human Rights Council.
8. As outlined at Attachment A, we recommend you agree to Option 1, as it ensures broad ranging input, engages Aboriginal and Torres Strait Islander leaders, and includes a transparent and independent process conducted by AHRC. This option proposes that:
  - i. as a gesture of goodwill, an offer be made to the Redfern leaders to select two participants. This offer would target young and emerging Indigenous leaders who may not otherwise have the financial capacity to attend UN fora. It demonstrates the Australian Government's commitment to supporting decision making, capacity building and the voices of the Aboriginal and Torres Strait Islander community.
  - ii. the Department works with the AHRC to develop selection criteria for the AHRC to run an independent selection process to choose up to two participants. This proposal demonstrates the Australian Government's support for transparent processes and support for Indigenous Australians to engage in discussions on issues important to them. It provides good will for the Australian Government domestically and with human rights groups, and reflects well on Australia's candidacy for the Human Rights Council.
  - iii. the Government selects up to three participants. The Department can provide you with a shortlist of potential candidates or you may choose to directly select representatives to attend.
9. Funding would be used in the form of grants, making a partial contribution to the total travel costs of up to seven participants, and providing good value for money.
10. The allocation of \$40,000 in funding is from the Culture and Capability programme in the Indigenous Advancement Strategy. This funding supports the outcomes of the Culture and Capability programme. Further information on your Ministerial obligations under relevant legislation is provided at Attachment B.

Rachel O'Connor, Assistant Secretary  
Strategic Policy  
Policy, Analysis and Evaluation Division  
20 January 2017

Policy Officer: s 22  
Phone no: s 22

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ATTACHMENTS

ATTACHMENT A    TABLE OF OPTIONS

ATTACHMENT B    MINISTERIAL OBLIGATIONS UNDER THE COMMONWEALTH  
GRANT RULES AND GUIDELINES

OPTION	FUNDING	METHODOLOGY	BENEFITS and RISKS	RECOMMENDATION
1	\$40,000 – distributed between Redfern Workshop, AHRC and the Department to allocate	<ul style="list-style-type: none"> <li>Mixed process providing: <ul style="list-style-type: none"> <li>Independent selection of up to two participants by the Redfern Workshop (\$12,000)</li> <li>Direct Government selection (either by the Minister or the Department) of up to three participants (\$17,000), and</li> <li>AHRC runs an independent selection process for up to two participants (\$11,000)*.</li> </ul> </li> <li>The Minister would invite the Redfern Workshop to nominate up to two individuals to attend UN fora on Indigenous issues. <ul style="list-style-type: none"> <li>We would suggest the Redfern Workshop selects emerging (youth) leaders who independently may not have the financial capacity to attend. <ul style="list-style-type: none"> <li>Opportunity for Redfern leaders to mentor.</li> </ul> </li> </ul> </li> <li>The Department would work with the AHRC to develop a selection process where interested parties can apply. <ul style="list-style-type: none"> <li>Selection criteria would support identifying diverse and new participants where possible.</li> </ul> </li> <li>Recipients will be required to provide a final report on their experiences, including on information and activities of benefit to Australia.</li> </ul>	<ul style="list-style-type: none"> <li>It builds goodwill for the Australian Government domestically with both the AHRC and the Redfern Workshop.</li> <li>Demonstration of support for Indigenous Australian engagement and participation in decision making processes.</li> <li>Demonstration internationally by the Australian Government our commitment to work with Indigenous Australians and human rights groups, for which we have previously received praise at UN fora.</li> <li>Supports key aspects of Australia's bid for the UN Human Rights Council.</li> <li>Supports Australia's work in the lead up to the tenth anniversary of the UNDRIP.</li> </ul>	Recommended
2	\$40,000 – AHRC to allocate	<ul style="list-style-type: none"> <li>Independent selection process conducted by the AHRC.</li> <li>As a condition of the funding, selection criteria would need to ensure new participants are selected, and a broad range of expertise, age and gender are represented.</li> <li>Ensures expertise on key issues for the Government and Indigenous Australians, and awareness of international fora.</li> <li>Recipients will be required to provide a final report on their experiences, including on information and activities of benefit to Australia.</li> </ul>	<ul style="list-style-type: none"> <li>It is expected that a small portion of the funding will be used to offset the administrative costs of running a comprehensive selection process.</li> </ul>	Supported
3	\$40,000 – MO allocation	<ul style="list-style-type: none"> <li>Department identifies possible candidates for the Office to select.</li> <li>Ensures expertise on key issues for Government.</li> <li>Recipients will be required to provide a final report on their experiences, including on information and activities of benefit to Australia.</li> </ul>	<ul style="list-style-type: none"> <li>Criticism from key stakeholders.</li> <li>Resource intensive for the Department.</li> <li>Likely to result in negative tension for stakeholder relationships with Indigenous Australians, including members of the Redfern Workshop and the AHRC.</li> </ul>	Not recommended

\*cost estimates are based on previous expenditure in 2016 when only contributions were offered, and NOT funding to cover total travel costs.



## MINISTERIAL OBLIGATIONS UNDER RELEVANT LEGISLATION

In making your decision you will need to consider your mandatory obligations associated with approving grants presented by the Department. These include:

- a. If you approve expenditure under section 71 of the *Public Governance, Performance and Accountability Act 2013* (PGPA) Act, in relation to a grant or group of grants, you *must* not approve the grant without first receiving written advice from Department staff on the merits of the proposed grant or group of grants before you make your decision. That advice *must* meet the requirements of the (Commonwealth Grant Rules and Guidelines) CGRGs paragraph 4.6.
- b. If the proposed expenditure of relevant money relates to a grant, where you exercise the role of approver you *must* also record, in writing, the basis for the approval relative to the grant guidelines and key considerations of value with relevant money. The recommended basis and record for the approval, relative to the grant guidelines and the key consideration of value for money, are set out in this brief. If there is any alternative basis or considerations on which you are basing your decision you should record these in accordance with clause 4.11 of the CGRGs.

If you approve a grant the Department has not recommended (recommended as rejected) or deemed ineligible (recommended as rejected) for funding, you must provide written advice on the basis of your approval for reporting to the Department of Finance in line with the CGRG annual reporting requirement in paragraph 4.13 of the CGRGs, i.e. by 31 March each year for grants approved in the preceding calendar year.

Consistent with section 71 of the PGPA Act you must not approve a grant unless, after reasonable enquiry, you are satisfied that these grants would be a proper use of relevant money.

If your approval is not given, or is made conditional on the applicant meeting additional obligations, please advise the reasons for your decision and any conditions placed on the approval, for follow-up by the Department.

For the majority of grants, once the grant is approved, the Secretary or their delegate, will approve the commitment of relevant money under s23(3) of the PGPA Act and enter into the arrangement pursuant to s23(1) of the PGPA Act or s32B of the *Financial Framework (Supplementary Powers) Act 1997* (and 32C if applicable) as the case requires. For grants made under specific statutory legislation (such as grants under the *Indigenous Education (Targeted Assistance) Act 2000*) the brief will contain details of the relevant statutory framework and approvals.

The Department is responsible to ensure forward year commitments are recorded in accordance with the PGPA Act. The Department would record any applicable amounts if you approve the grants recommended in this brief.



## DEPARTMENT OF THE PRIME MINISTER AND CABINET

PM&C  
Secretary  
Mr  
Tongue  
Prof  
Anderson  
Mr Sloan  
Ms  
O'Connor

**To: Minister for Indigenous Affairs (for decision/signature by 13 April 2017 to enable participants to register for the UNPFII)**

**FUNDING FOR ABORIGINAL AND TORRES STRAIT ISLANDER PARTICIPANTS TO ATTEND THE UNITED NATIONS PERMANENT FORUM ON INDIGENOUS ISSUES**

OTHER  
OFFICES  
s 22

**Recommendation - that you:**

1. Agree to provide financial support to four participants (s 47F) at the United Nations Permanent Forum on Indigenous Issues (UNPFII).

Agreed / Not Agreed

2. Agree to provide financial support to one participant (s 47F)

Agreed / Not Agreed

NIGEL SCULLION

Date: 13.4.17 PER ABOVE

**Key Points:**

1. The United Nations Permanent Forum on Indigenous Issues (UNPFII) will take place in New York from 24 April to 5 May 2017.
2. In brief MS17-000404 you noted a shortlist of candidates to receive Australia Government support to attend United Nations fora, and signed a letter to National Congress of Australia's First Peoples attaching a shortlist of candidates for their consideration, requesting their advice on the shortlist and any other potential candidates they could identify.
3. The response from National Congress was not received until 7 April 2017. This does not give potential participants sufficient time to request passports, visas and make travel arrangements, particularly given the public holidays. It also does not give the Department sufficient time to process payments, which would be vital for most potential participants. Registrations for the UNPFII close this week, so if potential participants were not already registered, it would be too late.
4. We have two options as to how to progress:
  - o Contribute funding to four participants who we understand are already planning to attend the forum. The additional three are well qualified: s 47F

**For Official Use Only (FOUO)**

s 47F

- o Contribute funding to only one participant, s 47F who is on the list agreed by Congress.
- If the first option is supported we could approach Congress to discuss and contact s 47F and s 47F who have been in direct contact with the Department.
- The first option is preferred and will have the best outcomes in terms of benefits gained by Indigenous people and for Australia's reputation both domestically and internationally. This option is in line with our previous level of contribution, and will support a similar number of participants.
- If the second option is chosen we will progress with a funding approval request for s 47F noting that this is likely to attract criticism and a step down from previous Government support towards Indigenous peoples' representation at the Permanent Forum.
- s 47F

Rachel O'Connor  
Assistant Secretary  
Policy, Analysis and Evaluation Division/  
Strategic Policy Branch  
12 April 2017

Policy Officer: s 22  
Phone no: s 22  
Consultation:

**For Official Use Only (FOUO)**



For Official Use Only

PDR: MS17-000404

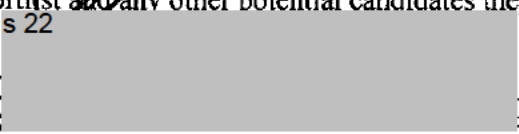
DEPARTMENT OF THE PRIME MINISTER AND CABINET

PM&C  
Secretary  
Mr Tongue  
Ms Hefren-  
Webb  
Mr Sloan

To: Minister for Indigenous Affairs (for decision and signature by 9 March 2017)

NOMINEES FOR FUNDING TO ATTEND UN FORA

MO  
s 22

<b>Recommendations - that you:</b>	
1. Note the shortlist of candidates at <u>Attachment B</u> to receive Australian Government support to attend United Nations fora in 2017.	
2. Sign the letter at <u>Attachment A</u> to the National Congress of Australia's First Peoples which attaches the shortlist of candidates for their consideration, requesting their advice on the shortlist and any other potential candidates they have identified.	<b>Noted</b>
 NIGEL SCOTT	<b>Signed / Not Signed</b> Date: 10.3.17
Comments:	

Key Points:

1. Brief MS17-000064 outlined potential funding under the Indigenous Advancement Strategy to support Indigenous Australians attending two United Nations fora in 2017.
  - a. Following further advice, we are providing you with a shortlist of candidates (at Attachment A) to receive funding and a letter (at Attachment B) to the National Congress of Australia's First Peoples seeking their advice on the shortlist of candidates and suggestions for other potential candidates.
2. The shortlist of candidates provides a selection of experience levels, expertise in their field and commitment to advocacy for the rights of Aboriginal and Torres Strait Islander people. The following criteria have been used:
  - a. Experience in a field that relates to the themes of the United Nations Permanent Forum on Indigenous Issues and the Expert Mechanism on the Rights of Indigenous Peoples.
  - b. A history of advocacy for the rights of Aboriginal and Torres Strait Islander people.
  - c. An understanding of, or the potential to attain quickly, knowledge of international representation and ability to participate fully.
  - d. An interest in attending fora to represent the broader Aboriginal and Torres Strait Islander community, as evidenced in their history of participation at national and/or international events.

For Official Use Only

### **For Official Use Only**

3. The candidates also represent:
  - a. A mix of gender, geographical location and community experience.
  - b. A variety of experience levels, including candidates who are emerging in their field or who are a leader, and more established candidates.
  - c. A mix of disciplines and ways in which they represent or engage with Indigenous rights in Australia.
4. Following Congress's response, a final list of candidates will be provided to you for your agreement and approval.

Rachel O'Connor  
Assistant Secretary, Strategic Policy  
Policy, Analysis and Evaluation Division  
17 February 2017

Policy Officer: s 22  
Phone no: s 22

**For Official Use Only**

**For Official Use Only**

**ATTACHMENTS**

**ATTACHMENT A LETTER TO THE NATIONAL CONGRESS OF AUSTRALIA'S  
FIRST PEOPLES**

**ATTACHMENT B SHORTLIST OF CANDIDATES**

**For Official Use Only**



MINISTER FOR INDIGENOUS AFFAIRS

Reference: MS17-000404

s 47F

National Congress of Australia's First Peoples  
PO Box 1446  
STRAWBERRY HILLS NSW 2012

*JACKIE*  
Dear Dr Huggins and Mr *Red* Little

I am writing to you in the s 47F capacity as secretariat for the Redfern Alliance, to seek your advice on potential recipients for Commonwealth Government support to attend United Nations (UN) events this year.

In 2017, the Government will again offer a small financial contribution to support Aboriginal and Torres Strait Islander people to attend the UN Permanent Forum on Indigenous Issues and the Expert Mechanism on the Rights of Indigenous Peoples. I propose that the delegation include a focus on youth representatives with established representatives engaged to lead and mentor this group.

My department has developed the attached list of candidates. The candidates offer a cross-section of skills and experience, and all committed advocates for the rights of Aboriginal and Torres Strait Islander people.

I welcome your thoughts on this shortlist, should you wish to discuss further please contact my office on (02) 6277 7780.

In order to approach the potential participants, and allow the successful participants to make arrangements, I would appreciate your early response. I would also appreciate if you did not contact potential participants and make their shortlisting public, to avoid raising expectations of funding.

Thank you in advance for your advice and assistance in this process.

Yours sincerely  
s 22

NIGEL SCULLION

10 / 3 / 2017



**NOT FOR PUBLIC DISCUSSION**  
**Shortlist of Youth Candidates**

Name (Gender)	State/Territory of residence, nation (if known)	Specialties/focus
s 47F	s 47F	s 47F

**NOT FOR PUBLIC DISCUSSION**

## NOT FOR PUBLIC DISCUSSION

### Shortlist of Established Representatives

Name (Gender)	State/Territory of residence, nation (if known)	Specialties/focus
s 47F		s 47F

NOT FOR PUBLIC DISCUSSION

s 22

---

**From:** s 22  
**Sent:** Thursday, 13 April 2017 10:50 AM  
**To:** s 22  
**Subject:** Bio information of s 47F and s 47F [SEC=UNCLASSIFIED]

UNCLASSIFIED

s 22

s 47F



s 22

Senior Adviser

International Policy Coordination | Strategic Policy Branch

Policy, Analysis and Evaluation Division

Indigenous Affairs Group | Department of the Prime Minister and Cabinet

s 22

s 22

s 22

*The Department acknowledges the traditional owners of country throughout Australia and their continuing connection to land, sea and community. We pay our respects to them and their cultures and to their elders both past and present.*

s 22

From: s 22  
Sent: Thursday, 13 April 2017 9:00 PM  
To: s 22  
Cc: s 22  
Subject: FW: s 47F [SEC=UNCLASSIFIED]

UNCLASSIFIED

s 22  
Hi

A detail we overlooked regarding registration, because all the people we are recommending at the moment are part of organisations that have already registered with the UNPFII, is that people need to be part of organisations and these organisations need to be registered with the UNPFII. The application for registration of new Indigenous Peoples Organisations and academics is closed, and has been for a little while (not sure how long, the date isn't on the site).

So if this new person is not part of an organisation that already has registration with the UNPFII they don't have any chance at all.

DFAT have advised just now that if we really want someone to get late registration, who is part of a registered organisation, the New York UN Post would need to pull strings and call in favours.

s 22

s 22  
Senior Adviser  
International Policy Coordination | Strategic Policy Branch  
Policy, Analysis and Evaluation Division  
Indigenous Affairs Group | Department of the Prime Minister and Cabinet

s 22

*The Department acknowledges the traditional owners of country throughout Australia and their continuing connection to land, sea and community. We pay our respects to them and their cultures and to their elders both past and present.*

From: s 22  
Sent: Thursday, 13 April 2017 1:32 PM  
To: Ryan s 22  
Subject: s 47F [SEC=UNCLASSIFIED]

UNCLASSIFIED

s 22



s 22



s 47F

Senior Adviser

International Policy Coordination | Strategic Policy Branch

Policy, Analysis and Evaluation Division

Indigenous Affairs Group | Department of the Prime Minister and Cabinet

s 47F



*The Department acknowledges the traditional owners of country throughout Australia and their continuing connection to land, sea and community. We pay our respects to them and their cultures and to their elders both past and present.*



## Australian Government

### Department of the Prime Minister and Cabinet

s 47F

National Office – Culture & Capability  
 Telephone: 1800 079 098  
 Postal address: PO Box 6500 Canberra ACT 2600  
 Email: [CultureandCapabilityProgramme@pmc.gov.au](mailto:CultureandCapabilityProgramme@pmc.gov.au)

s 47F  
 Dear [REDACTED]

#### Letter of Offer

I am pleased to offer you grant funding (the Grant) for your organisation to undertake the following activity (the Activity).

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total (incl. GST)
UN Permanent Forum on Indigenous Peoples	N/A	\$5000	N/A	N/A	\$5000

\*SACS means the Social, Community, Home Care and Disability Services Industry Award 2010 supplementation.

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

Two copies of the Agreement are enclosed which must be signed by you. Once you have signed both copies of the Agreement you must return them to us at the above address within thirty (30) Business Days of the date of this letter or, unless otherwise agreed, this offer will lapse.

We will then sign and date both copies and return one copy to you for your organisation's records.

Once we have received and signed both copies the Agreement will commence and will expire on the Agreement completion date specified in the Schedule unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

If you are uncertain about any aspect of the Agreement you should seek independent legal advice before signing the two enclosed copies.

The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is s 22 on (s 22 or on email s 22

Yours sincerely  
s 22

PMC Senior Advisor  
5 June 2017



## Australian Government

### Department of the Prime Minister and Cabinet

#### Letter of Offer – Terms and Conditions

##### 1. Payment and Australian Business Number

- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

##### 2. GST

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms 'GST', 'Recipient Created Tax Invoice', 'Taxable Supplies' and 'Tax Invoice' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

##### 3. Privacy

- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

##### 4. Indemnity

- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

##### 5. Termination

- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or

<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.



- (b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may affect, your ability to perform the Activity or meet your obligations under the Agreement.

## **6. Reporting and Record Keeping**

---

- 6.1 You must provide the reports (if any) set out at Item H of the Schedule.
- 6.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 6.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
  - (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.

You must comply with a request made under 6.3 within the timeframe specified in the request otherwise we may require you to repay the Grant within twenty (20) Business Days of us giving you notice to do so.

- 6.4 Where the report specified at Item H of the Schedule is a financial declaration, you must:
  - (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 6.5 Where the report specified at Item H of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
  - (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
  - (d) complies with the applicable Australian Accounting Standards<sup>3</sup>.
- 6.6 Any financial report or declaration must be certified by:
  - (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 6.7 You acknowledge that giving false or misleading information to the Department is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

## **7. SACS Supplementation**

---

- 7.1 If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must
  - (a) only use the SACS Supplementation to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision<sup>5</sup>; and
  - (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award<sup>6</sup> entitlements for the term of the Agreement; and
  - (c) repay any unspent or uncommitted SACS Supplementation in accordance with clause 8 of the Agreement; and

<sup>3</sup> Refer Australian Accounting Standards Board [www.aasb.gov.au](http://www.aasb.gov.au)

<sup>4</sup> SACS Supplementation means the part (if any) of the Grant amount for an Activity that is specified in Item C of the Schedule as being the 'SACS Supplementation' for the Activity, which is provided to you to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision.

<sup>5</sup> SACS Decision means the decisions made by the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or the Western Australia Industrial Relations Commission on 29 August 2013.

<sup>6</sup> SACS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.

- (d) provide us with a written document certifying you spent the SACS Supplementation in accordance with the Agreement.

## **8. Repaying the Grant**

---

8.1 You must repay the Grant (or the relevant part of it) to us in any of the circumstances set out below:

- (a) we overpay you; or
- (b) we pay you an amount that you incorrectly claim; or
- (c) an amount of the Grant is unspent at the Agreement completion date; or
- (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
- (e) you spend an amount other than in accordance with the Agreement.

8.2 If you must repay an amount under clause 8.1:

- (a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
- (b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the Taxation Administration Act 1953 (Cth) on a daily compounding basis); and
- (c) we may recover the amount and any interest as a debt due to the Commonwealth.

8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

## **9. Complaints**

---

9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.

## Letter of Offer – Schedule

s 47F

Item A Programme Information	
Programme name	Culture and Capability Strategic Investment Priorities
Programme objectives	
Item B Your Information	
Organisation name	s 47F
ABN	s 47F

Item C Grant Information				
Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$5,000	N/A	N/A	\$5,000
Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties. If applicable a SACS payment may be made separately.				
	Financial Institution	s 47F		
	BSB	s 47F		
	Account Number	s 47F		
	Account Name	s 47F		

Item D Activity Information	
Activity name	UNPFII – s 47F
Activity start date	20 April 2017
Activity end date	30 June 2017
Activity details (what you must do)	Attend the United Nations Permanent Forum on Indigenous Issues 2017 in New York City, and submit a final report and financial acquittal report to the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.

Item E Performance Information	
Performance Indicator	Measure

1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 - Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start Date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by Commonwealth

The information listed below on location, service area and the attributed PMC grant amounts will be used by us to provide reports, by region, on PMC grants.

The information may be published on a Commonwealth web site.

Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

#### Item F Location information

You have advised that all or part of the Activity will be delivered from the location(s) specified below:

	Location Type	Name	Address
1			

#### Item G Service Area

You have advised that the Activity will service the service area(s) specified below.

	Type	Service Area
1	Not Specified	

#### Item H Deliverables

Description of deliverable	Due Date
Final Report, outlining your experiences and what was gained from attendance at the UN Permanent Forum on Indigenous Issues 2017. If this is not received you may be issued with a debt for the grant amount.	30/06/2017
Financial Acquittal Report. If this is not received you may be issued with a debt for the grant amount.	30/06/2017
Item I Agreement completion date	30/06/2017



## Signatories

Organisation Id:

s 47F

Agreement Id:

Schedule Id:

Parties

**Commonwealth of Australia**, as represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191**, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from 20/04/2017

**Signed** for and on behalf of the **Commonwealth of Australia** by the relevant Delegate, represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191** in the presence of:

s 22

(Name of Departmental Representative)

s 22

(Signature of Departmental Representative)

SENIOR ADVISOR

(Position of Departmental Representative)

s 22

(Name of Witness in full)

s 22

(Signature of Witness)

**Signed** for and on behalf of s 47F rules:

in accordance with its

s 47F

(Name and position held by Signatory)

s 47F

(Signature)

s 47F

(Name and position held by second Signatory/Name of Witness)

s 47F

(Signature of second Signatory/witness)

### **Notes about the signature block:**

- if you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- if you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- if you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- if you are a **partnership**, a partner must be a signatory in the presence of a witness.
- if you are an **individual**, you must sign in the presence of a witness.
- if you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.



**Australian Government**  
**Department of the Prime Minister and Cabinet**

s 47F

National Office – Culture & Capability  
 Telephone: 1800 079 098  
 Postal address: PO Box 6500 Canberra ACT 2600  
 Email: [CultureandCapabilityProgramme@pmo.gov.au](mailto:CultureandCapabilityProgramme@pmo.gov.au)

s 47F

Dear

**Letter of Offer**

I am pleased to offer you grant funding (the Grant) to undertake the following activity (the Activity).

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (If applicable)	Total (incl. GST)
UN Permanent Forum on Indigenous Peoples		\$5000.00	N/A	N/A	\$5000.00

\*SACS means the Social, Community, Home Care and Disability Services Industry Award 2010 supplementation.

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

Two copies of the Agreement are enclosed which must be signed by you. Once you have signed both copies of the Agreement you must return them to us at the above address within thirty (30) Business Days of the date of this letter or, unless otherwise agreed, this offer will lapse.

We will then sign and date both copies and return one copy to you for your organisation's records.

Once we have received and signed both copies the Agreement will commence and will expire on the Agreement completion date specified in the Schedule unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

If you are uncertain about any aspect of the Agreement you should seek independent legal advice before signing the two enclosed copies.

The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is s 22 on s 22 or on email s 22

Yours sincerely,  
s 22

PMC Contract Manager

26 May 2017



## Letter of Offer – Terms and Conditions

### 1. Payment and Australian Business Number

- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

### 2. GST

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms 'GST', 'Recipient Created Tax Invoice', 'Taxable Supplies' and 'Tax Invoice' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

### 3. Privacy

- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

### 4. Indemnity

- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

### 5. Termination

- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or
  - (b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may

<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.

affect, your ability to perform the Activity or meet your obligations under the Agreement.

## **6. Reporting and Record Keeping**

- 6.1 You must provide the reports (if any) set out at Item H of the Schedule.
- 6.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 6.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
- (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.
- You must comply with a request made under 6.3 within the timeframe specified in the request otherwise we may require you to repay the Grant within twenty (20) Business Days of us giving you notice to do so.
- 6.4 Where the report specified at Item H of the Schedule is a financial declaration, you must:
- (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 6.5 Where the report specified at Item H of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
- (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
  - (d) complies with the applicable Australian Accounting Standards<sup>3</sup>.
- 6.6 Any financial report or declaration must be certified by:
- (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 6.7 You acknowledge that giving false or misleading information to the Department is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

## **7. SACS Supplementation**

- 7.1 If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must
- (a) only use the SACS Supplementation to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision<sup>5</sup>; and
  - (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award<sup>6</sup> entitlements for the term of the Agreement; and

<sup>3</sup> Refer Australian Accounting Standards Board [www.aasb.gov.au](http://www.aasb.gov.au)

<sup>4</sup> SACS Supplementation means the part (if any) of the Grant amount for an Activity that is specified in Item C of the Schedule as being the 'SACS Supplementation' for the Activity, which is provided to you to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision.

<sup>5</sup> SACS Decision means the decisions made by the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or the Western Australia Industrial Relations Commission on 29 August 2013.

<sup>6</sup> SACS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.

- (c) repay any unspent or uncommitted SACS Supplementation in accordance with clause 8 of the Agreement; and
- (d) provide us with a written document certifying you spent the SACS Supplementation in accordance with the Agreement.

## **8. Repaying the Grant**

---

8.1 You must repay the Grant (or the relevant part of it) to us in any of the circumstances set out below:

- (a) we overpay you; or
- (b) we pay you an amount that you incorrectly claim; or
- (c) an amount of the Grant is unspent at the Agreement completion date; or
- (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
- (e) you spend an amount other than in accordance with the Agreement.

8.2 If you must repay an amount under clause 8.1:

- (a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
- (b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the Taxation Administration Act 1953 (Cth) on a daily compounding basis); and
- (c) we may recover the amount and any interest as a debt due to the Commonwealth.

8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

## **9. Complaints**

---

9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.

## Letter of Offer – Schedule

s 47F

<b>Item A Programme Information</b>	
Programme name	Culture and Capability Strategic Investment Priorities
Programme objectives	
<b>Item B Your Information</b>	
Organisation name	s 47F
ABN	s 47F

<b>Item C Grant Information</b>				
Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$5000.00	00.00	N/A	\$5000.00
Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties. If applicable a SACS payment may be made separately.				
Your bank account details	Financial Institution		s 47F	
	BSB		s 47F	
	Account Number		s 47F	
	Account Name		s 47F	

<b>Item D Activity Information</b>	
Activity name	UNPFII s 47F
Activity start date	20/04/2017
Activity end date	30/06/2017
Activity details (what you must do)	Attend the United Nations Permanent Forum on Indigenous Issues 2017 in New York City, and submit a final report and financial acquittal report to the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.

<b>Item E Performance Information</b>	
Performance Indicator	Measure



1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.	
2	M1 – Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by the Commonwealth.	
<p>The information listed below on location, service area and the attributed PMC grant amounts will be used by us to provide reports, by region, on PMC grants.          The information may be published on a Commonwealth web site.          Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.</p>			
<b>Item F Location Information</b>			
You have advised that all or part of the Activity will be delivered from the location(s) specified below:			
	<b>Location Type</b>	<b>Name</b>	<b>Address</b>
1	Work address	s 47F	s 47F
<b>Item G Service Area</b>			
You have advised that the Activity will service the service area(s) specified below.			
	<b>Type</b>		<b>Service Area</b>
1	Not Specified		
<b>Item H Deliverables</b>			
<b>Description of deliverable</b>		<b>Due Date</b>	
<b>Item I Agreement completion date</b>	30/06/2017		

**Signatories**

Organisation Id: s 47F

Agreement Id:

Schedule Id:

**Parties**

Commonwealth of Australia, as represented by and acting through The Department of the Prime Minister and Cabinet ABN 18 108 001 191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from 20/04/2017

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through The Department of the Prime Minister and Cabinet ABN

s 22

(Name or Departmental Representative)

s 22

(Signature of Departmental Representative)

5.16.17

SENIOR ADVISER

(Position of Departmental Representative)

s 22

(Name or witness in full)

s 22

(Signature of Witness)

5.16.17

Signed for and on behalf of s 47F  
s 47F in accordance with its rules:

s 47F

(Name and position held by Signatory)

s 47F

s 47F

(Name and position held by second Signatory/Name of Witness)

s 47F

(Signature of second Signatory/Witness)

02.10.17

### **Notes about the signature block:**

- if you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- if you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- if you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- if you are a **partnership**, a partner must be a signatory in the presence of a witness.
- if you are an **individual**, you must sign in the presence of a witness.
- if you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.

s 47F

Address: Prime Minister and Cabinet  
 16 Bowes Place, Phillip 2606 ACT  
 Telephone: 02 6228 6732  
 TTY: 133 677  
 Website: [www.dpmc.gov.au](http://www.dpmc.gov.au)

s 47F

Dear

**Letter of Offer**

I am pleased to offer you the following grant funding (the Grant) to undertake the following Activity under the following Programme.

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total (incl. GST)
UN Permanent Forum on Indigenous Peoples	N/A	\$10,000	N/A	N/A	\$10,000

\*SACS means the Social, Community, Home Care and Disability Services Industry Award 2010 supplementation.

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

Two copies of the Agreement are enclosed which must be signed by you. Once you have signed both copies of the Agreement you must return them to us at the above address within thirty (30) Business Days of the date of this letter or, unless otherwise agreed, this offer will lapse.

We will then sign and date both copies and return one copy to you for your organisation's records.

Once we have received and signed both copies the Agreement will commence and will expire on the Agreement completion date specified in the Schedule unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is / s 22 on s 22 or on email s 22

Yours sincerely,  
 s 22

PMC Senior Adviser  
 20 April 2017

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## LETTER OF OFFER – Terms and Conditions

### 1. Payment and Australian Business Number

- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

### 2. GST

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms 'GST', 'Recipient Created Tax Invoice', 'Taxable Supplies' and 'Tax Invoice' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

### 3. Privacy

- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

### 4. Indemnity

- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

### 5. Termination

- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate or reduce the scope of the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our

<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.



satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or

- (b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may affect, your ability to perform the Activity or meet your obligations under the Agreement.

## **6. Reporting and Record Keeping**

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- 6.1 You must provide the reports (if any) set out at Item H of the Schedule.
- 6.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 6.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
  - (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.

You must comply with a request made under 6.3 within the timeframe specified in the request otherwise we may require you to repay the Grant within twenty (20) Business Days of us giving you notice to do so.

- 6.4 Where the report specified at Item H of the Schedule is a financial declaration, you must:
  - (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 6.5 Where the report specified at Item H of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
  - (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
  - (d) complies with the applicable Australian Accounting Standards<sup>3</sup>.
- 6.6 Any financial report or declaration must be certified by:
  - (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 6.7 You acknowledge that giving false or misleading information to the Department is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

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<sup>3</sup> Refer Australian Accounting Standards Board [www.aasb.gov.au](http://www.aasb.gov.au)

*Π*

## **7. SACS Supplementation**

---

- 7.1 If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must
- (a) only use the SACS Supplementation to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decisions<sup>5</sup>; and
  - (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award<sup>6</sup> entitlements for the term of the Agreement; and
  - (c) repay any unspent or uncommitted SACS Supplementation in accordance with clause 8 of the Agreement; and
  - (d) provide us with a written document certifying you spent the SACS Supplementation in accordance with the Agreement.

## **8. Repaying the Grant**

---

- 8.1 You must repay the Grant (or the relevant part of it) to us in any of the circumstances set out below:
- (a) we overpay you; or
  - (b) we pay you an amount that you incorrectly claim; or
  - (c) an amount of the Grant is unspent at the Agreement completion date; or
  - (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
  - (e) you spend an amount other than in accordance with the Agreement.
- 8.2 If you must repay an amount under clause 8.1:
- (a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
  - (b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the Taxation Administration Act 1953 (Cth) on a daily compounding basis); and
  - (c) we may recover the amount and any interest as a debt due to the Commonwealth.
- 8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

## **9. Complaints**

---

<sup>4</sup> SACS Supplementation means the part (if any) of the Grant amount for an Activity that is specified in Item C of the Schedule as being the 'SACS Supplementation' for the Activity, which is provided to you to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision.

<sup>5</sup> SACS Decision means the decisions made by the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or the Western Australia Industrial Relations Commission on 29 August 2013.

<sup>6</sup> SACS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.

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- 9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.



N/A No FOFMS

**Item A Programme Information**

Programme name	Culture and Capability Strategic Investment
Programme objectives	

None S

**Item B Your Information**

Organisation name	s 47F
ABN	s 47F

**Item C Grant Information**

Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$10,000	N/A	N/A	\$10,000

Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties.  
If applicable a SACS payment may be made separately.

Your bank account details	Financial Institution	s 47F
	BSB	s 47F
	Account Number	
	Account Name	s 47F

**Item D Activity Information**

Activity name	UNPFII – s 47F
Activity start date	20/04/2017
Activity end date	30 June 2017
Activity details (what you must do)	Attend the United Nations Permanent Forum on Indigenous Issues 2017 in New York City, and submit a final report and financial acquittal report to the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.

Item E Performance Information		
	Performance Indicator	Measure
1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 – Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by the Commonwealth.
<p>The information listed below on location, service area and the attributed PM&amp;C grant amounts will be used by us to provide reports, by region, on PM&amp;C's grants.            The information may be published on a Commonwealth web site.            Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.</p>		
Item F Location information		
You have advised that all or part of the Activity will be delivered from the location(s) specified below:		
	Location Type	Name
1	Home address	s 47F
Item G Service Area		
You have advised that the Activity will service the service area(s) specified below.		
	Type	Service Area
1	Not specified	
Item H Deliverables		
Description of deliverable		Due Date
Final Report, outlining your experiences and what was gained from attendance at the UN Permanent Forum on Indigenous Issues 2017.  If this is not received you may be issued with a debt for the grant amount.		30/06/2017
Financial Acquittal Report  If this is not received you may be issued with a debt for the grant amount.		30/06/2017
Item I Agreement completion date		30/06/2017



Organisation Id: N/A

Agreement Id: N/A

**Parties** **Commonwealth of Australia**, as represented by and acting through  
**The Department of the Prime Minister and Cabinet ABN 18 108 001 191**, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from 20/04/2017

**Signed** for and on behalf of the  
**Commonwealth of Australia** by the relevant  
Delegate, represented by and acting through  
**The Department of the Prime Minister and  
Cabinet ABN 18 108 001 191** in the presence  
of:

\_\_\_\_\_  
(Name of Departmental Representative)

\_\_\_\_\_  
(Signature of Departmental Representative)

.....

\_\_\_\_\_  
(Position of Departmental Representative)

\_\_\_\_\_  
(Name of Witness in full)

\_\_\_\_\_  
(Signature of Witness)

.....

**Signed** for and on behalf of  
rules:

s 47F

In accordance with its

s 47F

\_\_\_\_\_  
(Name and position held by Signatory)

s 47F

\_\_\_\_\_  
(Signature)  
s 47F

20/04/2017

s 47F

\_\_\_\_\_  
(Signature of second Signatory/Witness)

20.4.2017

s 47F

Address: Prime Minister and Cabinet  
16 Bowes Place  
Phillip 2606 ACT  
Telephone: 02 6228 6732  
TTY: 133 677  
Website: [www.dpmc.gov.au](http://www.dpmc.gov.au)

Dear s 47F

### Letter of Offer

I am pleased to offer you the following grant funding (the Grant) to undertake the following Activity under the following Programme.

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total
UN Permanent Forum on Indigenous Peoples	UNPFII - s 47F	\$10,000	N/A	N/A	\$10,000

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

Two copies of the Agreement are enclosed which must be signed by you. Once you have signed both copies of the Agreement you must return them to us at the above address within thirty (30) Business Days of the date of this letter or, unless otherwise agreed, this offer will lapse.

We will then sign and date both copies and return one copy to you for your organisation's records.

Once we have received and signed both copies the Agreement will commence and will expire on the Agreement completion date specified in the Schedule unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is s 22 on s 22 or on email s 22

Yours sincerely  
s 22

PMC Senior Adviser  
29 March 2018

## Letter of Offer – Terms and Conditions

### 1. Payment and Australian Business Number

---

- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

### 2. GST

---

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms 'GST', 'Recipient Created Tax Invoice', 'Taxable Supplies' and 'Tax Invoice' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

### 3. Privacy

---

- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

### 4. Indemnity

---

- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

### 5. Termination

---

- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate or reduce the scope of the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our

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<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.

- 9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.



# Letter of Offer – Schedule

s 47F

## Item A Programme Information

Programme name	Culture and Capability Strategic Investment	
Programme objectives		None S

## Item B Your Information

Organisation name	s 47F
ABN	s 47F

## Item C Grant Information

Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$10,000	N/A	N/A	\$10,000

Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties.  
If applicable a SACS payment may be made separately.

Your bank account details	Financial Institution	s 47F
	BSB	s 47F
	Account Number	s 47F
	Account Name	s 47F

## Item D Activity Information

Activity name	UNPFII – s 47F
Activity start date	29/03/2018
Activity end date	30 June 2018
Activity details (what you must do)	Attend the United Nations Permanent Forum on Indigenous Issues 2018 in New York City, and submit a final report and financial acquittal report to

	the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.
--	--

#### Item E Performance Information

	Performance Indicator	Measure
1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 - Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start Date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by Commonwealth

The information listed below on location, service area and the attributed PM&C grant amounts will be used by us to provide reports, by region, on PM&C's grants.  
The information may be published on a Commonwealth web site.  
Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

#### Item F Location information

You have advised that all or part of the Activity will be delivered from the location(s) specified below:

	Location Type	Name	Address
1	Home address	s 47F	s 47F

#### Item G Service Area

You have advised that the Activity will service the service area(s) specified below.

	Type	Service Area
1	Not specified	

#### Item H Deliverables

Description of deliverable	Due Date
Final Report, outlining your experiences and what was gained from attendance at the UN Permanent Forum on Indigenous Issues 2017.  If this is not received you may be issued with a debt for the grant amount.	30/06/2018
Financial Acquittal Report	30/06/2018

If this is not received you may be issued with a debt for the grant amount.	
Item / Agreement completion date	30/06/2018

Organisation Id: s 47F

Agreement Id:

Parties Commonwealth of Australia, as represented by and acting through  
The Department of the Prime Minister and Cabinet ABN 18 108 001  
191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from 29/03/18

Signed for and on behalf of the  
Commonwealth of Australia by the relevant  
Delegate, represented by and acting through  
The Department of the Prime Minister and  
Cabinet ABN 18 108 001 191 in the presence  
of:

s 22

s 22

(Name of Departmental Representative)

(Signature of Departmental Representative)

Senior Advisor  
(Position of Departmental Representative)

s 22

s 22

(Name of witness in full)

(Signature of Witness)

Signed for and on behalf of s 47F accordance with its  
rules:

s 47F

s 47F

(Name and position held by Signatory)

(Signature)

s 47F

s 47F

(Name and position held by second  
Signatory/Name of Witness)

(Signature of second Signatory/Witness)

29/3/18

For Official Use Only (FOUO)

PDR: MS17-002285

## DEPARTMENT OF THE PRIME MINISTER AND CABINET

PM&C  
Secretary  
Mr Tongue  
Mr Anderson  
Mr Sloane

**To:** Minister for Indigenous Affairs (for decision by 16 June 2017 to enable the funding process to commence)

**SUPPORTING INDIGENOUS PARTICIPATION AT THE UNITED NATIONS  
EXPERT MECHANISM ON THE RIGHTS OF INDIGENOUS PEOPLES**

s 22

**Recommendation - that you:**

1. Approve funding of \$10,000, from the Culture and Capability Programme stream, to support s 47F and s 47F to attend the tenth session of the Expert Mechanism on the Rights of Indigenous Peoples on 10-14 July 2017, in Geneva.

s 22

Agree/Discuss

NIGEL

Date:

15.6.17

Comments:

**Key Points:**

1. In MS17-000404 you agreed to a list of potential Aboriginal and Torres Strait Islander candidates to receive support to attend the United Nations Permanent Forum on Indigenous Issues (UNPFII) and the Expert Mechanisms on the Rights of Indigenous Peoples (EMRIP) in 2017. s 47F has also indicated their support of individuals on the list.
2. Funding of \$30,000 was provided to four participants to attend the UNPFII in New York on 24 April to 5 May 2017. These were s 47F s 47F
3. In alignment with the selection process you have already approved, offers have been made to two candidates from the approved list to attend the EMRIP on 10-14 July 2017 in Geneva. s 47F and s 47F have been offered \$5,000 each as a contribution to the costs of travel s 47F and s 47F have both accepted the offer.
4. The candidates were selected because their expertise relates to an EMRIP study that is strongly aligned with Australia's priorities. This study is on the economic empowerment of indigenous peoples, with a focus on women and persons with a disability. The provisional agenda for the session is at **Attachment A**. The Department also considered that participants should include a balance of diverse backgrounds, experience, age and gender. Biographical information on the participants is at **Attachment B**.

For Official Use Only (FOUO)



s 47F

5.

6. s 47F

7. Funding of \$40,000 (GST exclusive) for this activity has previously been allocated under the Culture & Capability Programme. As of 30 May 2017, \$0.555 million was available as unallocated funding in the C&C Programme. If you agree to use a non-competitive process to allocate the \$10,000 from the C&C Programme, all the priorities identified for funding this year in the C&C Programme can still occur.
8. The Programme Owner for the C&C Programme, Ms Marie Taylor, has endorsed the use of funds for this purpose and has confirmed funds are available.
9. In accordance with s71 of the Public Governance, Performance and Accountability Act 2013 (PGPA Act), in order to approve the grant you must be satisfied the expenditure is a proper use of relevant money. Your agreement is required to use a non-competitive process to allocate the grant (per paragraph 1.5 of the Commonwealth Grant Rules and Guidelines (CGRGs)).
10. A non-competitive process is required as the representatives have accepted the Department's direct offers to attend the forum.
11. The legislative authority for this spending is provided by Item 37 of Part 4 of Schedule 1AB of the Financial Framework (Supplementary Powers) Regulations 1997. Further information, including your Ministerial obligations under the CGRGs, is available at **Attachment C**.

Rachel O'Connor  
Assistant Secretary  
Strategic Policy Branch  
Policy, Analysis and Evaluation Division  
9 June 2017

Policy Officer  
Phone no:

s 22

s 22

For Official Use Only

PDR: MS17-000404

## DEPARTMENT OF THE PRIME MINISTER AND CABINET

PM&C  
Secretary  
Mr Tongue  
Ms Hefren-  
Webb  
Mr Sloan

To: Minister for Indigenous Affairs (for decision and signature by 9 March 2017)

## NOMINEES FOR FUNDING TO ATTEND UN FORA

s 22

**Recommendations - that you:**

1. Note the shortlist of candidates at Attachment B to receive Australian Government support to attend United Nations fora in 2017.
2. Sign the letter at Attachment A to the National Congress of Australia's First Peoples which attaches the shortlist of candidates for their consideration, requesting their advice on the shortlist and any other potential candidates they have identified.

Noted

NIGEL S

Date:

Signed / Not Signed

10.3.17

Comments:

**Key Points:**

1. Brief MS17-000064 outlined potential funding under the Indigenous Advancement Strategy to support Indigenous Australians attending two United Nations fora in 2017.
  - a. Following further advice, we are providing you with a shortlist of candidates (at Attachment A) to receive funding and a letter (at Attachment B) to the National Congress of Australia's First Peoples seeking their advice on the shortlist of candidates and suggestions for other potential candidates.
2. The shortlist of candidates provides a selection of experience levels, expertise in their field and commitment to advocacy for the rights of Aboriginal and Torres Strait Islander people. The following criteria have been used:
  - a. Experience in a field that relates to the themes of the United Nations Permanent Forum on Indigenous Issues and the Expert Mechanism on the Rights of Indigenous Peoples.
  - b. A history of advocacy for the rights of Aboriginal and Torres Strait Islander people.
  - c. An understanding of, or the potential to attain quickly, knowledge of international representation and ability to participate fully.
  - d. An interest in attending fora to represent the broader Aboriginal and Torres Strait Islander community, as evidenced in their history of participation at national and/or international events.

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## For Official Use Only

3. The candidates also represent:
  - a. A mix of gender, geographical location and community experience.
  - b. A variety of experience levels, including candidates who are emerging in their field or who are a leader, and more established candidates.
  - c. A mix of disciplines and ways in which they represent or engage with Indigenous rights in Australia.
4. Following Congress's response, a final list of candidates will be provided to you for your agreement and approval.

Rachel O'Connor  
Assistant Secretary, Strategic Policy  
Policy, Analysis and Evaluation Division  
17 February 2017

Policy Officer s 22  
Phone no: s 22

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**ATTACHMENTS**

**ATTACHMENT A    LETTER TO THE NATIONAL CONGRESS OF AUSTRALIA'S  
FIRST PEOPLES**

**ATTACHMENT B    SHORTLIST OF CANDIDATES**





MINISTER FOR INDIGENOUS AFFAIRS

Reference: MS17-000404

s 47F

National Congress of Australia's First Peoples  
PO Box 1446  
STRAWBERRY HILLS NSW 2012

s 47F

I am writing to you in the s 47F

s 47F, to seek your advice on potential recipients for  
Commonwealth Government support to attend United Nations (UN) events this year.

In 2017, the Government will again offer a small financial contribution to support Aboriginal and Torres Strait Islander people to attend the UN Permanent Forum on Indigenous Issues and the Expert Mechanism on the Rights of Indigenous Peoples. I propose that the delegation include a focus on youth representatives with established representatives engaged to lead and mentor this group.

My department has developed the attached list of candidates. The candidates offer a cross-section of skills and experience, and all committed advocates for the rights of Aboriginal and Torres Strait Islander people.

I welcome your thoughts on this shortlist, should you wish to discuss further please contact my office on (02) 6277 7780.

In order to approach the potential participants, and allow the successful participants to make arrangements, I would appreciate your early response. I would also appreciate if you did not contact potential participants and make their shortlisting public, to avoid raising expectations of funding.

Thank you in advance for your advice and assistance in this process.

Yours sincerely

s 22

NIGEL SCULLION

10 / 3 / 2017

**NOT FOR PUBLIC DISCUSSION**  
**Shortlist of Youth Candidates**

Name (Gender)	State/Territory of residence, nation (if known)	Specialties/focus
s 47F		

Shortlist of Established Representatives

Name (Gender)	State/Territory of residence, nation (if known)	Specialties/focus
s 47F		

Shortlist candidates – Youth representatives

Name (Gender)	State/Territory of residence, nation (if known)	Relevant roles/awards	Specialties/focus	UN fora to attend
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s 47F



Shortlist candidates – Established representatives

s 47F

Name (Gender)	State/Territory of residence, nation (if known)	Experience/awards/roles	Specialties/focus	UN fora to attend
---------------	---	-------------------------	-------------------	-------------------

s 47F

### Shortlist candidates – Established representatives



## Australian Government

### Department of the Prime Minister and Cabinet

s 47F

National Office – Culture & Capability  
 Telephone: 1800 079 098  
 Postal address: PO Box 6500 Canberra ACT 2600  
 Email: [CultureandCapabilityProgramme@pmc.gov.au](mailto:CultureandCapabilityProgramme@pmc.gov.au)

s 47F

Dear

#### Letter of Offer

I am pleased to offer you grant funding (the Grant) under the Culture and Capability Programme for your organisation to undertake the following activity (the Activity).

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total (incl. GST)
Culture and Capability	s 47F - EMRIP – 4-52NHXHG	\$5,000.00	N/A	N/A	\$5,000.00

\*SACS means the Social, Community, Home Care and Disability Services Industry Award 2010 supplementation.

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

Two copies of the Agreement are enclosed which must be signed by you. Once you have signed both copies of the Agreement you must return them to us at the above address within thirty (30) Business Days of the date of this letter or, unless otherwise agreed, this offer will lapse.

We will then sign and date both copies and return one copy to you for your organisation's records.

Once we have received and signed both copies the Agreement will commence and will expire on the Agreement completion date specified in the Schedule unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

If you are uncertain about any aspect of the Agreement you should seek independent legal advice before signing the two enclosed copies.

The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is s 22 on s 22 or on email s 22

Yours sincerely,  
s 22

PM&C Senior Advisor

16 June 2017

## Letter of Offer – Terms and Conditions

### 1. Payment and Australian Business Number

- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

### 2. GST

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms 'GST', 'Recipient Created Tax Invoice', 'Taxable Supplies' and 'Tax Invoice' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

### 3. Privacy

- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

### 4. Indemnity

- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

### 5. Termination

- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or
  - (b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may

<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.



affect, your ability to perform the Activity or meet your obligations under the Agreement.

## **6. Reporting and Record Keeping**

---

- 6.1 You must provide the reports (if any) set out at Item H of the Schedule.
- 6.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 6.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
- (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.

You must comply with a request made under 6.3 within the timeframe specified in the request otherwise we may require you to repay the Grant within twenty (20) Business Days of us giving you notice to do so.

- 6.4 Where the report specified at Item H of the Schedule is a financial declaration, you must:
- (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 6.5 Where the report specified at Item H of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
- (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
  - (d) complies with the applicable Australian Accounting Standards<sup>3</sup>.
- 6.6 Any financial report or declaration must be certified by:
- (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 6.7 You acknowledge that giving false or misleading information to the Department is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

## **7. SACS Supplementation**

---

- 7.1 If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must
- (a) only use the SACS Supplementation to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision<sup>5</sup>; and
  - (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award<sup>6</sup> entitlements for the term of the Agreement; and

---

<sup>3</sup> Refer Australian Accounting Standards Board [www.aasb.gov.au](http://www.aasb.gov.au)

<sup>4</sup> SACS Supplementation means the part (if any) of the Grant amount for an Activity that is specified in Item C of the Schedule as being the 'SACS Supplementation' for the Activity, which is provided to you to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision.

<sup>5</sup> SACS Decision means the decisions made by the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or the Western Australia Industrial Relations Commission on 29 August 2013.

<sup>6</sup> SACS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.

- (c) repay any unspent or uncommitted SACS Supplementation in accordance with clause 8 of the Agreement; and
- (d) provide us with a written document certifying you spent the SACS Supplementation in accordance with the Agreement.

## **8. Repaying the Grant**

---

8.1 You must repay the Grant (or the relevant part of it) to us in any of the circumstances set out below:

- (a) we overpay you; or
- (b) we pay you an amount that you incorrectly claim; or
- (c) an amount of the Grant is unspent at the Agreement completion date; or
- (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
- (e) you spend an amount other than in accordance with the Agreement.

8.2 If you must repay an amount under clause 8.1:

- (a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
- (b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the Taxation Administration Act 1953 (Cth) on a daily compounding basis); and
- (c) we may recover the amount and any interest as a debt due to the Commonwealth.

8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

## **9. Complaints**

---

9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.

## Letter of Offer – Schedule

s 47F

<b>Item A Programme Information</b>				
Programme name	Culture and Capability Strategic Investment Priorities			
Programme objectives				
<b>Item B Your Information</b>				
Organisation name	s 47F			
ABN	s 47F			
<b>Item C Grant Information</b>				
Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$5,000.00	N/A	N/A	\$5,000.00
Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties. If applicable a SACS payment may be made separately.				
Your bank account details	Financial Institution	s 47F		
	BSB	s 47F		
	Account Number			
	Account Name	s 47F		
<b>Item D Activity Information</b>				
Activity name	s 47F - EMRIP - 4-52NHXHG			
Activity start date	16/06/2017			
Activity end date	31/08/2017			
Activity details (what you must do)	Attend the tenth session of the United Nations Expert Mechanism on the Rights of Indigenous Peoples in Geneva Switzerland on 10-14 July 2017. Please ensure appropriate travel insurance to cover required travel.			
<b>Item E Performance Information</b>				
	Performance Indicator	Measure		

1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 - Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start Date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by Commonwealth

The information listed below on location, service area and the attributed PMC grant amounts will be used by us to provide reports, by region, on PMC grants.  
The information may be published on a Commonwealth web site.  
Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

#### Item F Location information

You have advised that all or part of the Activity will be delivered from the location(s) specified below:

	Location Type	Name	Address
1	Work	s 47F	s 47F

#### Item G Service Area

You have advised that the Activity will service the service area(s) specified below.

	Type	Service Area
1	Not Specified	

#### Item H Deliverables

Description of deliverable	Due Date
Final Report, outlining your experiences and what was gained from attendance at the UN EMRIP 2017. If this is not received you may be issued with a debt for the grant amount.	31/08/2017
Financial Acquittal Report. If this is not received you may be issued with a debt for the grant amount.	31/08/2017
Item I Agreement completion date	31/08/2017

## Signatories

Organisation Id:

s 47F

Agreement Id:

Schedule Id:

### Parties

**Commonwealth of Australia**, as represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191**, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from ...../...../.....

**Signed** for and on behalf of the **Commonwealth of Australia** by the relevant Delegate, represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191** in the presence of:

\_\_\_\_\_  
(Name of Departmental Representative)

\_\_\_\_\_  
(Signature of Departmental Representative)

.../.../...

\_\_\_\_\_  
(Position of Departmental Representative)

\_\_\_\_\_  
(Name of Witness in full)

\_\_\_\_\_  
(Signature of Witness)

.../.../...

**Signed** for and on behalf of s 47F  
s 47F in accordance with its rules:

\_\_\_\_\_  
(Name and position held by Signatory)

\_\_\_\_\_  
(Signature)

.../.../...

\_\_\_\_\_  
(Name and position held by second  
Signatory/Name of Witness)

\_\_\_\_\_  
(Signature of second Signatory/Witness)

.../.../...



### **Notes about the signature block:**

- if you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- if you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- if you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- if you are a **partnership**, a partner must be a signatory in the presence of a witness.
- if you are an **individual**, you must sign in the presence of a witness.
- if you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.



**Australian Government**  
**Department of the Prime Minister and Cabinet**

s 47F

National Office – Culture & Capability  
 Telephone: 1800 079 098  
 Postal address: PO Box 6500 Canberra ACT 2600  
 Email: [CultureandCapabilityProgramme@pmc.gov.au](mailto:CultureandCapabilityProgramme@pmc.gov.au)

Dear s 47F

**Letter of Offer**

I am pleased to offer you grant funding (the Grant) under the Culture and Capability Programme for your organisation to undertake the following activity (the Activity).

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total (incl. GST)
Culture and Capability	s 47F EMRIP – 4- 52RSYPI	\$7,500	N/A	N/A	\$7,500

\*SACS means the Social, Community, Home Care and Disability Services Industry Award 2010 supplementation.

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

Two copies of the Agreement are enclosed which must be signed by you. Once you have signed both copies of the Agreement you must return them to us at the above address within thirty (30) Business Days of the date of this letter or, unless otherwise agreed, this offer will lapse.

We will then sign and date both copies and return one copy to you for your organisation's records.

Once we have received and signed both copies the Agreement will commence and will expire on the Agreement completion date specified in the Schedule unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

If you are uncertain about any aspect of the Agreement you should seek independent legal advice before signing the two enclosed copies.

The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement | s 22 on s 22 or on email s 22

Yours sincerely  
s 22

PM&C Senior Advisor

20 June 2017

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## **1. Payment and Australian Business Number**

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- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

## **2. GST**

---

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms 'GST', 'Recipient Created Tax Invoice', 'Taxable Supplies' and 'Tax Invoice' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

## **3. Privacy**

---

- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

## **4. Indemnity**

---

- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

## **5. Termination**

---

- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or
  - (b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may

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<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.

affect, your ability to perform the Activity or meet your obligations under the Agreement.

## **6. Reporting and Record Keeping**

- 6.1 You must provide the reports (if any) set out at Item H of the Schedule.
- 6.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 6.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
- (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.

You must comply with a request made under 6.3 within the timeframe specified in the request otherwise we may require you to repay the Grant within twenty (20) Business Days of us giving you notice to do so.

- 6.4 Where the report specified at Item H of the Schedule is a financial declaration, you must:
- (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 6.5 Where the report specified at Item H of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
- (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
  - (d) complies with the applicable Australian Accounting Standards<sup>3</sup>.
- 6.6 Any financial report or declaration must be certified by:
- (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 6.7 You acknowledge that giving false or misleading information to the Department is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

## **7. SACS Supplementation**

- 7.1 If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must
- (a) only use the SACS Supplementation to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision<sup>5</sup>; and
  - (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award<sup>6</sup> entitlements for the term of the Agreement; and

<sup>3</sup> Refer Australian Accounting Standards Board [www.aasb.gov.au](http://www.aasb.gov.au)

<sup>4</sup> SACS Supplementation means the part (if any) of the Grant amount for an Activity that is specified in Item C of the Schedule as being the 'SACS Supplementation' for the Activity, which is provided to you to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision.

<sup>5</sup> SACS Decision means the decisions made by the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or the Western Australia Industrial Relations Commission on 29 August 2013.

<sup>6</sup> SACS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.



- (c) repay any unspent or uncommitted SACS Supplementation in accordance with clause 8 of the Agreement; and
- (d) provide us with a written document certifying you spent the SACS Supplementation in accordance with the Agreement.

## **8. Repaying the Grant**

---

8.1 You must repay the Grant (or the relevant part of it) to us in any of the circumstances set out below:

- (a) we overpay you; or
- (b) we pay you an amount that you incorrectly claim; or
- (c) an amount of the Grant is unspent at the Agreement completion date; or
- (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
- (e) you spend an amount other than in accordance with the Agreement.

8.2 If you must repay an amount under clause 8.1:

- (a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
- (b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the Taxation Administration Act 1953 (Cth) on a daily compounding basis); and
- (c) we may recover the amount and any interest as a debt due to the Commonwealth.

8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

## **9. Complaints**

---

9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.

s 47F

<b>Item A Programme Information</b>	
Programme name	Culture and Capability Strategic Investment Priorities
Programme objectives	
<b>Item B Your Information</b>	
Organisation name	s 47F
ABN	

<b>Item C Grant Information</b>				
Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (If applicable)	Total (Incl. GST)
	\$7,500.00	N/A	N/A	\$7,500.00
Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties. If applicable a SACS payment may be made separately.				
Your bank account details	Financial Institution	s 47F		
	BSB	s 47F		
	Account Number	s 47F		
	Account Name	s 47F		
<b>Item D Activity Information</b>				
Activity name	s 47F - EMRIP - 4-52RSYPI			
Activity start date	16/06/2017			
Activity end date	31/08/2017			
Activity details (what you must do)	Attend the tenth session of the United Nations Expert Mechanism on the Rights of Indigenous Peoples in Geneva Switzerland on 10-14 July 2017. Please ensure appropriate travel insurance to cover required travel.			
<b>Item E Performance Information</b>				

	Performance Indicator	Measure
1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other Information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 - Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start Date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by Commonwealth

The information listed below on location, service area and the attributed PMC grant amounts will be used by us to provide reports, by region, on PMC grants.

The information may be published on a Commonwealth web site.

Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

#### Item F Location information

You have advised that all or part of the Activity will be delivered from the location(s) specified below:

	Location Type	Name	Address
1	Work	s 47F	s 47F

#### Item G Service Area

You have advised that the Activity will service the service area(s) specified below.

	Type	Service Area
1	Not Specified	

#### Item H Deliverables

Description of deliverable	Due Date
Final Report, outlining your experiences and what was gained from attendance at the UN EMRIP 2017. If this is not received you may be Issued with a debt for the grant amount.	31/08/2017
Financial Acquittal Report. If this is not received you may be Issued with a debt for the grant amount.	31/08/2017
Item I Agreement completion date	31/08/2017

Organisation Id:

Agreement Id:

Schedule Id:

**Parties**

Commonwealth of Australia, as represented by and acting through The Department of the Prime Minister and Cabinet ABN 18 108 001 191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

This Agreement is deemed to commence/have effect from 22/6/17

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through The Department of the Prime Minister and Cabinet ABN

s 22  
(Name of Departmental Representative)

s 22  
(Signature of Departmental Representative)

Senior Advisor  
(Position of Departmental Representative)

s 22  
(Name of Witness in full)

s 22  
(Signature of Witness)

Signed for and on behalf of s 47F in accordance with its rules:

s 47F  
(Name and position held by Signatory)

s 47F  
(Signature) 21/06/2017

s 47F  
(Name and position held by second Signatory/Name of Witness)  
SENIOR CONSULTANT

s 47F  
(Signature of second Signatory/Witness) 21/06/2017

# Financial Acquittal Report

Attendance at UN EMRIP, 10-14 July 2017














Item	Ref	\$
<b>INCOME</b>		
EMRIP Grant		\$7,500
<b>TOTAL INCOME</b>		<b>\$7,500</b>
<b>EXPENDITURE</b>		
Flights	a)	\$3,387
Accommodation	b)	\$1,490
Lost income (leave without pay)		\$1,500
Travel insurance	c)	\$131
Taxis to/from airport		\$170
Public Transport costs in Geneva		\$50
Meals		\$800
Short-term lounge access while travelling (DXB)		\$250
<b>TOTAL EXPENDITURE</b>		<b>\$7,778</b>
<b>SURPLUS (DEFICIT)</b>		<b>\$(278)</b>

## Additional Notes:

- Dates of official UN sitting: Monday 10 – Friday 14 July (inclusive)
- Accommodation in Geneva: Saturday 8 July – Thursday 13 July (inclusive)
- Travel duration: 10 days
- Receipts on following pages.



## a) Flights receipt

 <b>Canberra, Australia - Geneva, Switzerland</b> Fri, Jul 7 - Fri, Jul 14				
<b>Per person: AUD\$3,386.84</b> (AUD\$3,143.06 Base Fare AUD\$243.78 Taxes & Carrier Imposed Fees)				
<b>Canberra, Australia, Canberra (CBR) - Geneva, Switzerland, Geneve-Cointrin (GVA)</b>				
	<b>Emirates</b> Flight 5806 operated by Qantas Airways Boeing 717   <b>Economy</b>	departs CBR <b>6:30p</b> Fri, Jul 7	arrives SYD <b>7:25p</b> Fri, Jul 7	
Connection in Sydney, Australia, Kingsford Smith (SYD) for 1h 45m				
	<b>Emirates</b> Flight 413 <b>Economy</b>	departs SYD <b>9:10p</b> Fri, Jul 7	arrives DXB <b>5:40a</b> Sat, Jul 8	
Connection in Dubai, United Arab Emirates, Dubai (DXB) for 2h 50m				
	<b>Emirates</b> Flight 89 Boeing 777-300ER   <b>Economy</b>	departs DXB <b>8:30a</b> Sat, Jul 8	arrives GVA <b>1:15p</b> Sat, Jul 8	
<b>Geneva, Switzerland, Geneve-Cointrin (GVA) - Canberra, Australia, Canberra (CBR)</b>				
	<b>Emirates</b> Flight 84 Boeing 777-200LR   <b>Economy</b>	departs GVA <b>9:40p</b> Fri, Jul 14	arrives DXB <b>6:10a</b> Sat, Jul 15	
Connection in Dubai, United Arab Emirates, Dubai (DXB) for 4h 25m				
	<b>Emirates</b> Flight 434 <b>Economy</b>	departs DXB <b>10:35a</b> Sat, Jul 15	arrives BNE <b>6:25a</b> Sun, Jul 16	
Connection in Brisbane, Australia, Brisbane Intl (BNE) for 2h 20m				
	<b>Emirates</b>	departs BNE <b>8:45a</b>	arrives CBR <b>10:35a</b>	

## b) Accommodation receipt

### You're going to Genève!

Reservation code: HM5M3KMBN5. [View receipt](#) or [make a change to the reservation](#).

<b>Check In</b>	Sat, Jul 08 Anytime after 2PM	<b>Check Out</b>	Fri, Jul 14 11AM
-----------------	-------------------------------------	------------------	---------------------

<b>Address</b>	Route de Ferney 120 Genève, Genève 1202 Switzerland <a href="#">Get directions</a> <a href="#">View listing</a>
----------------	--

<b>House Rules</b>	No smoking Not suitable for pets No parties or events Not safe or suitable for children (0-12 years) Check in is anytime after 2PM  - Quiet house policy
--------------------	--

<b>Billing</b>	6 nights total <b>\$1490 AUD</b> <a href="#">Detailed receipt</a>
----------------	--

## c) Travel insurance receipt

date	transaction details	debit	credit
03 Jul 17	V1938 02/07 AGA ASSISTANCE TOOWONG 07120689277 MISCELLANEOUS DEBIT	131.00 DR	

Note: AGA = Allianz Global Assistance

**End of report**

**From:** s 22  
**To:** s 47F  
**Cc:** s 22  
**Subject:** Offer of funding to attend UNPFII 2017 [SEC=UNCLASSIFIED]  
**Date:** Thursday, 13 April 2017 5:47:33 PM

---

## UNCLASSIFIED

s 47F

Further to our phone call.

I am pleased to make an offer, on behalf of the Department of the Prime Minister and Cabinet, to you of \$5,000 AUD as a contribution to your travel and accommodation costs to attend the 16<sup>th</sup> session of the UN Permanent Forum on Indigenous Issues in New York from 24 April to 5 May 2017.

This funding would be for yourself, and not to be transferred to anyone else.

As discussed, you will be required to acquit the funds, and provide a short report at the conclusion of the trip. These details will be spelt out later.

Please note that we would not be able to process this payment prior to your departure.

I would appreciate it if you could respond either accepting or declining this offer as soon as possible.

If you agree, we will circulate your contact details to the other participants so that you can get in contact before and during the Permanent Forum.

Thanks

s 22

s 22

| Senior Adviser

International Policy Coordination | Strategic Policy Branch

Policy, Analysis and Evaluation Division

Indigenous Affairs Group | Department of the Prime Minister and Cabinet

s 22

Level 5, Centraplaza, Woden

*The Department acknowledges the traditional owners of country throughout Australia and their continuing connection to land, sea and community. We pay our respects to them and their cultures and to their elders both past and present.*

**From:** s 22  
**To:** s 47F  
**Cc:** s 22  
**Subject:** Offer of funding to attend UNPFII [SEC=UNCLASSIFIED]  
**Date:** Thursday, 13 April 2017 5:46:11 PM

---

UNCLASSIFIED

Hi s 47F

I have tried to call you and have sent a text.

I am pleased to make an offer, on behalf of the Department of the Prime Minister and Cabinet, to you of \$5,000 AUD as a contribution to your travel and accommodation costs to attend the 16<sup>th</sup> session of the UN Permanent Forum on Indigenous Issues in New York from 24 April to 5 May 2017.

This funding would be for yourself, and not to be transferred to anyone else.

You will be required to acquit the funds, and provide a short report at the conclusion of the trip. These details will be spelt out later.

Please note that we would not be able to process this payment prior to your departure.

I would appreciate it if you could respond either accepting or declining this offer as soon as possible.

As discussed, when we have responses from the other potential participants, we will circulate contact details if you agree.

Thanks

s 22

| Senior Adviser  
International Policy Coordination | Strategic Policy Branch  
Policy, Analysis and Evaluation Division  
Indigenous Affairs Group | Department of the Prime Minister and Cabinet

s 22

s 22

Level 5, Centraplaza, Woden

*The Department acknowledges the traditional owners of country throughout Australia and their continuing connection to land, sea and community. We pay our respects to them and their cultures and to their elders both past and present.*



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PDR: MS18-001153

## DEPARTMENT OF THE PRIME MINISTER AND CABINET

PM&C  
Secretary  
Mr  
Tongue  
Prof  
Anderson  
Mr Sloan  
Mr  
Bulman  
Ms  
O'Connor

**To:** Minister for Indigenous Affairs (for decision by 23 March 2018 to time to confirm participants availability, release funds, book travel and register for the UNPFII)

**FINAL APPROVAL FOR SUPPORT FOR INDIGENOUS AUSTRALIAN PARTICIPANTS TO ATTEND THE UN PERMANENT FORUM ON INDIGENOUS ISSUES 2018**

**Recommendation / Recommendations - that you:**

1. Approve direct approach funding of \$40,000, from the 2.4 Culture and Capability Program stream, to support Indigenous nominees ~~below~~ to attend the eighteenth session of the UN Permanent Forum on Indigenous Issues, 16-27 April in New York.

Approved / Not Approved

Date: 13.3.18

NIGEL SCULLION

Comments:

**Key Points:**

1. As you approved in MS17-005785, your office provided the ~~§ 47F~~ with a list of potential candidates for funding to attend United Nations (UN) fora in 2018.
2. ~~§ 47F~~ advised the Department it would not participate in vetting nominees as the selection process is not a transparent application driven procedure.
3. In further discussion with National Congress it was agreed that the ~~§ 47F~~ would put forward three nominees, approved by the ~~§ 47F~~ for funding to attend the eighteenth session of the ~~§ 47F~~, from 16-27 April 2018, at UN Headquarters in New York, the United States of America.
4. The Department recommends that funding is allocated to the three nominees put forward by the ~~§ 47F~~. They have suitable and strong qualifications including experience and the capacity to support the interests of Aboriginal and Torres Strait Islander peoples at the UN, expertise in the theme of the session on 'Indigenous peoples' collective rights to lands, territories and resources' and include a young emerging leader from a remote area.
5. The Department has also proposed three nominees from the short list provided by your Office. They provide expertise in economic development and informing policy in Australia, representation from the ~~§ 47F~~

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## For Official Use Only

6. The proposed recipients are listed below, biographies are provided at Attachment A:

- i.
- ii.
- iii.
- iv.
- v.
- vi.

s 47F

7. It is proposed that more established nominees are offered a contribution towards travel costs of \$5,000 each to attend the UNPFIL, and that the younger nominees, s 47F and s 47F, from remote areas are offered \$10,000 each.
8. Should any of the proposed participants not be available, the Department will liaise with your Office to consider the other nominees on the shortlist. The Department of Foreign Affairs and Trade has also received a request for funding from s 47F who will also be considered.
9. Funding of \$40,000 (GST exclusive) for this activity has previously been allocated under the 2.4 Culture & Capability Programme. As of 28 February 2018, there is no unallocated funding remaining in the C&C Programme for this year however funding for this activity has already been allocated so funds are available for this activity. If you agree to use a non-competitive process to allocate the \$40,000 from the C&C Programme, all the priorities identified for funding this year in the C&C Programme can still occur.
10. In accordance with s71 of the Public Governance, Performance and Accountability Act 2013 (PGPA Act), in order to approve the grant you must be satisfied the expenditure is a proper use of relevant money. Your agreement is required to use a non-competitive process to allocate the grant (per paragraph 1.5 of the Commonwealth Grant Rules and Guidelines (CGRGs)).
11. The legislative authority for this spending is provided by Item 35-39 of Part 4 of Schedule 1AB of the Financial Framework (Supplementary Powers) Regulations 1997. Further information, including your Ministerial obligations under the CGRGs, is available at Attachment B.

Elizabeth Hefren-Webb  
First Assistant Secretary  
Education, Community Safety and Health  
Division  
02 6152 3323  
19 March 2018

Rachel O'Connor  
Assistant Secretary  
Strategic Policy Branch  
Policy, Analysis and Evaluation Division  
Consultation: Department of Foreign  
Affairs and Trade, National Congress of  
Australia's First Peoples, Indigenous  
Peoples Organisations Network,  
National Native Title Council

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**ATTACHMENTS**

**ATTACHMENT A   BIOGRAPHIES**

**ATTACHMENT B   MINISTERIAL OBLIGATIONS UNDER THE COMMONWEALTH  
GRANT RULES AND GUIDELINES**

s 47F

Address: Prime Minister and Cabinet  
16 Bowes Place  
Phillip 2606 ACT  
Telephone: 02 6228 6732  
TTY: 133 677  
Website: [www.dpmc.gov.au](http://www.dpmc.gov.au)

Dear s 47F

**Letter of Offer**

I am pleased to offer you the following grant funding (the Grant) to undertake the following Activity under the following Programme.

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total
UN Permanent Forum on Indigenous Peoples	UNPFII - s 47F	\$5,000	N/A	N/A	\$5,000

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

Two copies of the Agreement are enclosed which must be signed by you. Once you have signed both copies of the Agreement you must return them to us at the above address within thirty (30) Business Days of the date of this letter or, unless otherwise agreed, this offer will lapse.

We will then sign and date both copies and return one copy to you for your organisation's records.

Once we have received and signed both copies the Agreement will commence and will expire on the Agreement completion date specified in the Schedule unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is s 22 on s 22 or on email s 22

Yours sincerely,

s 22

PMC Senior Adviser  
4 April 2018



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1. **Payment and Australian Business Number**

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- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

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2. **GST**

---

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms '**GST**', '**Recipient Created Tax Invoice**', '**Taxable Supplies**' and '**Tax Invoice**' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

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3. **Privacy**

---

- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

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4. **Indemnity**

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- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

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5. **Termination**

---

- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate or reduce the scope of the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our

---

<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.



None S

Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties.  
If applicable a SACS payment may be made separately.

s 47Fs 47F

Attend the United Nations Permanent Forum on Indigenous Issues 2018 in New York City, and submit a final report and financial acquittal report to

- 9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.

	the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.
--	--

#### Item E Performance Information

	Performance Indicator	Measure
1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 - Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start Date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by Commonwealth

The information listed below on location, service area and the attributed PM&C grant amounts will be used by us to provide reports, by region, on PM&C's grants.  
The information may be published on a Commonwealth web site.  
Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

#### Item F Location information

You have advised that all or part of the Activity will be delivered from the location(s) specified below:

	Location Type	Name	Address
1	Work address	s 47F	s 47F

#### Item G Service Area

You have advised that the Activity will service the service area(s) specified below.

	Type	Service Area
1	Not specified	

#### Item H Deliverables

Description of deliverable	Due Date
Final Report, outlining your experiences and what was gained from attendance at the UN Permanent Forum on Indigenous Issues 2017.  If this is not received you may be issued with a debt for the grant amount.	30/06/2018
Financial Acquittal Report  If this is not received you may be issued with a debt for the grant amount.	30/06/2018

Item I Agreement completion date	30/06/2018
----------------------------------	------------

**Signature**

Organisation Id: s 47F

Agreement Id:

**Parties** Commonwealth of Australia, as represented by and acting through  
The Department of the Prime Minister and Cabinet ABN 18 108 001  
191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from ...../...../.....

**Signed** for and on behalf of the  
Commonwealth of Australia by the relevant  
Delegate, represented by and acting through  
The Department of the Prime Minister and  
Cabinet ABN 18 108 001 191 in the presence  
of:

(Name of Departmental Representative)

(Signature of Departmental Representative)

..../..../....

(Position of Departmental Representative)

(Name of Witness in full)

(Signature of Witness)

..../..../....

**Signed** for and on behalf of s 47F in  
accordance with its rules:

(Name and position held by Signatory)

(Signature)

..../..../....

(Name and position held by second  
Signatory/Name of Witness)

(Signature of second Signatory/Witness)

..../..../....

Item 1 Agreement completion date	30/06/2018
----------------------------------	------------

Organisation Id: s 47F

Agreement Id:

Parties Commonwealth of Australia, as represented by and acting through  
The Department of the Prime Minister and Cabinet ABN 18 108 001  
191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from 29/3/18.

Signed for and on behalf of the  
Commonwealth of Australia by the relevant  
Delegate, represented by and acting through  
The Department of the Prime Minister and  
Cabinet ABN 18 108 001 191 in the presence  
of:

s 22

(Name of Departmental Representative)

s 22

(Signature of Departmental Representative)

27.12.18

SENIOR ADJUTANT  
(Position of Departmental Representative)

s 22

(Name of Witness in full)

s 22

(Signature of Witness)

27.12.18

Signed for and on behalf of s 47F in  
accordance with its rules;

s 47F

(Name and position held by Signatory)

s 47F

(Name and position held by second  
Signatory/Name of Witness)

s 47F

(Signature)

s 47F

(Signature of second Signatory/Witness)

8.1.18

4.4.18



s 47F

Address: Prime Minister and Cabinet  
16 Bowes Place  
Phillip 2606 ACT  
Telephone: 02 6228 6732  
TTY: 133 677  
Website: [www.dpmc.gov.au](http://www.dpmc.gov.au)

Dear s 47F

I am pleased to offer you the following grant funding (the Grant) to undertake the following Activity under the following Programme.

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total
UN Permanent Forum on Indigenous Peoples	s 47F	\$10,000	N/A	N/A	\$10,000

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

Two copies of the Agreement are enclosed which must be signed by you. Once you have signed both copies of the Agreement you must return them to us at the above address within thirty (30) Business Days of the date of this letter or, unless otherwise agreed, this offer will lapse.

We will then sign and date both copies and return one copy to you for your organisation's records.

Once we have received and signed both copies the Agreement will commence and will expire on the Agreement completion date specified in the Schedule unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is s 22 on s 22 or on email s 22

Yours sincerely,  
s 22

PMC Senior Adviser  
4 April 2018

## Letter of Offer – Terms and Conditions

### 1. **Payment and Australian Business Number**

---

- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

### 2. **GST**

---

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms '**GST**', '**Recipient Created Tax Invoice**', '**Taxable Supplies**' and '**Tax Invoice**' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

### 3. **Privacy**

---

- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

### 4. **Indemnity**

---

- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

### 5. **Termination**

---

- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate or reduce the scope of the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our

---

<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.

satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or

- (b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may affect, your ability to perform the Activity or meet your obligations under the Agreement.

## **6. Reporting and Record Keeping**

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- 6.1 You must provide the reports (if any) set out at Item H of the Schedule.
- 6.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 6.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
  - (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.

You must comply with a request made under 6.3 within the timeframe specified in the request otherwise we may require you to repay the Grant within twenty (20) Business Days of us giving you notice to do so.
- 6.4 Where the report specified at Item H of the Schedule is a financial declaration, you must:
  - (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 6.5 Where the report specified at Item H of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
  - (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
  - (d) complies with the applicable Australian Accounting Standards<sup>3</sup>.
- 6.6 Any financial report or declaration must be certified by:
  - (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 6.7 You acknowledge that giving false or misleading information to the Department is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

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<sup>3</sup> Refer Australian Accounting Standards Board [www.aasb.gov.au](http://www.aasb.gov.au)

## **7. SACS Supplementation**

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- 7.1 If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must
- (a) only use the SACS Supplementation to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision<sup>5</sup>; and
  - (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award<sup>6</sup> entitlements for the term of the Agreement; and
  - (c) repay any unspent or uncommitted SACS Supplementation in accordance with clause 8 of the Agreement; and
  - (d) provide us with a written document certifying you spent the SACS Supplementation in accordance with the Agreement.

## **8. Repaying the Grant**

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- 8.1 You must repay the Grant (or the relevant part of it) to us in any of the circumstances set out below:
- (a) we overpay you; or
  - (b) we pay you an amount that you incorrectly claim; or
  - (c) an amount of the Grant is unspent at the Agreement completion date; or
  - (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
  - (e) you spend an amount other than in accordance with the Agreement.
- 8.2 If you must repay an amount under clause 8.1:
- (a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
  - (b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the Taxation Administration Act 1953 (Cth) on a daily compounding basis); and
  - (c) we may recover the amount and any interest as a debt due to the Commonwealth.
- 8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

## **9. Complaints**

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<sup>4</sup> SACS Supplementation means the part (if any) of the Grant amount for an Activity that is specified in Item C of the Schedule as being the 'SACS Supplementation' for the Activity, which is provided to you to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision.

<sup>5</sup> SACS Decision means the decisions made by the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or the Western Australia Industrial Relations Commission on 29 August 2013.

<sup>6</sup> SACS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.

- 9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.



# Letter of Offer – Schedule 1

s 47F

## Item A Programme Information

Programme name	Culture and Capability Strategic Investment
Programme objectives	None S

## Item B Your Information

Organisation name	s 47F
ABN	s 47F

## Item C Grant Information

Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$10,000	N/A	N/A	\$10,000

Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties.  
If applicable a SACS payment may be made separately.

Your bank account details	Financial Institution	
	BSB	s 47F
	Account Number	s 47F
	Account Name	s 47F

## Item D Activity Information

Activity name	UNPFII - s 47F
Activity start date	03/04/2018
Activity end date	30 June 2018
Activity details (what you must do)	Attend the United Nations Permanent Forum on Indigenous Issues 2018 in New York City, and submit a final report and financial acquittal report to

	the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.
--	--

#### Item E Performance Information

	Performance Indicator	Measure
1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 - Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start Date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by Commonwealth

The information listed below on location, service area and the attributed PM&C grant amounts will be used by us to provide reports, by region, on PM&C's grants.  
The information may be published on a Commonwealth web site.  
Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

#### Item F Location information

You have advised that all or part of the Activity will be delivered from the location(s) specified below:

	Location Type	Name	Address
1	Work address	s 47F	s 47F

#### Item G Service Area

You have advised that the Activity will service the service area(s) specified below.

	Type	Service Area
1	Not specified	

#### Item H Deliverables

Description of deliverable	Due Date
<p>Final Report, outlining your experiences and what was gained from attendance at the UN Permanent Forum on Indigenous Issues 2017.</p> <p>If this is not received you may be issued with a debt for the grant amount.</p>	30/06/2018

Financial Acquittal Report		30/06/2018
If this is not received you may be issued with a debt for the grant amount.		
Item I Agreement completion date	30/06/2018	

30/06/2018

Organisation Id: s 47F

Agreement Id:

**Parties** **Commonwealth of Australia**, as represented by and acting through  
**The Department of the Prime Minister and Cabinet ABN 18 108 001 191**, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from ...../...../.....

**Signed** for and on behalf of the  
**Commonwealth of Australia** by the relevant  
 Delegate, represented by and acting through  
**The Department of the Prime Minister and  
 Cabinet ABN 18 108 001 191** in the presence  
 of:

\_\_\_\_\_  
 (Name of Departmental Representative)

\_\_\_\_\_  
 (Signature of Departmental Representative)

...../...../.....

\_\_\_\_\_  
 (Position of Departmental Representative)

\_\_\_\_\_  
 (Name of Witness in full)

\_\_\_\_\_  
 (Signature of Witness)

...../...../.....

Signed for and on behalf of  
 s 47F

s 47F

\_\_\_\_\_  
 (Name and position held by Signatory)

\_\_\_\_\_  
 (Signature)

...../...../.....

\_\_\_\_\_  
 (Name and position held by second  
 Signatory/Name of Witness)

\_\_\_\_\_  
 (Signature of second Signatory/Witness)

...../...../.....

### **Notes about the signature block:**

- if you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- if you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- if you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- if you are a **partnership**, a partner must be a signatory in the presence of a witness.
- if you are an **individual**, you must sign in the presence of a witness.
- if you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.

s 47F

Address: Prime Minister and Cabinet  
16 Bowes Place  
Phillip 2606 ACT  
Telephone: 02 6228 6732  
TTY: 133 677  
Website: [www.dpmc.gov.au](http://www.dpmc.gov.au)

s 47F

Dear

**Letter of Offer**

I am pleased to offer you the following grant funding (the Grant) to undertake the following Activity under the following Programme.

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total
UN Permanent Forum on Indigenous Peoples	UNPFII - s 47F	\$5,000	N/A	N/A	\$5,000

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

Two copies of the Agreement are enclosed which must be signed by you. Once you have signed both copies of the Agreement you must return them to us at the above address within thirty (30) Business Days of the date of this letter or, unless otherwise agreed, this offer will lapse.

We will then sign and date both copies and return one copy to you for your organisation's records.

Once we have received and signed both copies the Agreement will commence and will expire on the Agreement completion date specified in the Schedule unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is s 22 on s 22 or on email s 22

Yours sincerely,

s 22

PMC Senior Adviser  
29 March 2018



## Letter of Offer – Terms and Conditions

### 1. Payment and Australian Business Number

---

- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

### 2. GST

---

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms '**GST**', '**Recipient Created Tax Invoice**', '**Taxable Supplies**' and '**Tax Invoice**' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

### 3. Privacy

---

- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

### 4. Indemnity

---

- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

### 5. Termination

---

- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate or reduce the scope of the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our

---

<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.

## Letter of Offer – Schedule

s 47F

<b>Item A Programme Information</b>				
Programme name	Culture and Capability Strategic Investment			
Programme objectives	None S			
<b>Item B Your Information</b>				
Organisation name	s 47F			
ABN	s 47F			
<b>Item C Grant Information</b>				
Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$5,000	N/A	N/A	\$5,000
Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties. If applicable a SACS payment may be made separately.				
Your bank account details	Financial Institution			
	BSB	s 47F		
	Account Number	s 47F		
	Account Name	s 47F		
<b>Item D Activity Information</b>				
Activity name	UNPFII – s 47F			
Activity start date	29/03/2018			
Activity end date	30 June 2018			
Activity details (what you must do)	Attend the United Nations Permanent Forum on Indigenous Issues 2018 in New York City, and submit a final report and financial acquittal report to			

- 9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.

	the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.
--	--

#### Item E Performance Information

	Performance Indicator	Measure
1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 - Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start Date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by Commonwealth

The information listed below on location, service area and the attributed PM&C grant amounts will be used by us to provide reports, by region, on PM&C's grants.  
The information may be published on a Commonwealth web site.  
Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

#### Item F Location information

You have advised that all or part of the Activity will be delivered from the location(s) specified below:

	Location Type	Name	Address
1	Work address	s 47F	s 47F

#### Item G Service Area

You have advised that the Activity will service the service area(s) specified below.

	Type	Service Area
1	Not specified	

#### Item H Deliverables

Description of deliverable	Due Date
Final Report, outlining your experiences and what was gained from attendance at the UN Permanent Forum on Indigenous Issues 2017.  If this is not received you may be issued with a debt for the grant amount.	30/06/2018
Financial Acquittal Report	30/06/2018

If this is not received you may be issued with a debt for the grant amount.	
Item 1 Agreement completion date	30/06/2018

**Signatories**

**Organisation Id:** s 47F

**Agreement Id:**

**Parties** **Commonwealth of Australia**, as represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191**, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from ...../...../.....

**Signed** for and on behalf of the **Commonwealth of Australia** by the relevant Delegate, represented by and acting through **The Department of the Prime Minister and Cabinet ABN 18 108 001 191** in the presence of:

\_\_\_\_\_  
(Name of Departmental Representative)

\_\_\_\_\_  
(Signature of Departmental Representative)

...../...../.....

\_\_\_\_\_  
(Position of Departmental Representative)

\_\_\_\_\_  
(Name of Witness in full)

\_\_\_\_\_  
(Signature of Witness)

...../...../.....

**Signed** for and on behalf of s 47F in accordance with its rules:

\_\_\_\_\_  
(Name and position held by Signatory)

\_\_\_\_\_  
(Signature)

...../...../.....

\_\_\_\_\_  
(Name and position held by second Signatory/Name of Witness)

\_\_\_\_\_  
(Signature of second Signatory/Witness)

...../...../.....



If this is not received you may be issued with a debt for the grant amount.	
Item 1 Agreement completion date	30/06/2018

Organisation Id: 4-7ZOAZ9R

Agreement Id:

Parties Commonwealth of Australia, as represented by and acting through  
The Department of the Prime Minister and Cabinet ABN 18 108 001  
191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from 29.1.3...1.18.

Signed for and on behalf of the  
Commonwealth of Australia by the relevant  
Delegate, represented by and acting through  
The Department of the Prime Minister and  
Cabinet ABN 18 108 001 191 in the presence  
of:

s 22

(Name of Departmental Representative)

s 22

(Signature of Departmental Representative)

27.1.18

SENIOR ADVISOR

(Position of Departmental Representative)

s 22

(Name of Witness in full)

s 22

(Signature of Witness)

27.1.18

Signed for and on behalf of s 47F in accordance with its

s 47F

(Name and position held by Signatory)

s 47F

(Signature)

s 47F

(Name and position held by second  
Signatory/Name of Witness)

s 47F

(Signature of second Signatory/Witness)

29.03.2018

s 47F

Address: Prime Minister and Cabinet  
16 Bowes Place  
Phillip 2606 ACT  
Telephone: 02 6228 6732  
TTY: 133 677  
Website: [www.dpmc.gov.au](http://www.dpmc.gov.au)

Dear s 47F

**Letter of Offer**

I am pleased to offer you the following grant funding (the Grant) to undertake the following Activity under the following Programme.

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total
UN Permanent Forum on Indigenous Peoples	UNPFII - s 47F	\$10,000	N/A	N/A	\$10,000

This Letter of Offer (which includes this letter, the Schedule and the Terms and Conditions) forms the entire agreement (the Agreement) between your organisation and us.

The Grant may only be used for the Activity. The Grant will only be paid to you subject to execution of the Agreement by you and us and your ongoing compliance with the Agreement.

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If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing the Agreement.

The Grant Agreement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is s 22 on s 22 or on email s 22

Yours sincerely,  
s 22

PMC Senior Adviser  
29 March 2018

## Letter of Offer – Terms and Conditions

### 1. Payment and Australian Business Number

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- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
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### 2. GST

---

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement. You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms '**GST**', '**Recipient Created Tax Invoice**', '**Taxable Supplies**' and '**Tax Invoice**' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

### 3. Privacy

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- 3.1 You agree, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

### 4. Indemnity

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- 4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

### 5. Termination

---

- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate or reduce the scope of the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our

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<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.

- 9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.

## Letter of Offer – Schedule 1

s 47F

### Item A Programme Information

Programme name	Culture and Capability Strategic Investment	
Programme objectives		None S

### Item B Your Information

Organisation name	s 47F
ABN	s 47F

### Item C Grant Information

Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$10,000	N/A	N/A	\$10,000

Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties.  
If applicable a SACS payment may be made separately.

Your bank account details	Financial Institution	s 47F
	BSB	s 47F
	Account Number	s 47F
	Account Name	s 47F

### Item D Activity Information

Activity name	UNPFII – s 47F
Activity start date	29/03/2018
Activity end date	30 June 2018
Activity details (what you must do)	Attend the United Nations Permanent Forum on Indigenous Issues 2018 in New York City, and submit a final report and financial acquittal report to



	the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.
--	--

#### Item E Performance Information

	Performance Indicator	Measure
1	M2 - Extent of compliance with Project Agreement terms and conditions.	Provider complies to the Commonwealth's satisfaction. Source: Records and Material relating to Project Agreement and other information reasonably requested by the Commonwealth and feedback from other relevant persons or organisations.
2	M1 - Number and proportion of Indigenous people employed in delivery of the Project.	Number and % of staff employed in delivery of Project who are Indigenous. Source: Provider census taken 1 mth after Project Start Date and then 31 Mar & 30 Sept each year during which the Project is delivered, or other dates specified by Commonwealth

The information listed below on location, service area and the attributed PM&C grant amounts will be used by us to provide reports, by region, on PM&C's grants.

The information may be published on a Commonwealth web site.

Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

#### Item F Location information

You have advised that all or part of the Activity will be delivered from the location(s) specified below:

	Location Type	Name	Address
1	Home address	s 47F	s 47F

#### Item G Service Area

You have advised that the Activity will service the service area(s) specified below.

	Type	Service Area
1	Not specified	

#### Item H Deliverables

Description of deliverable	Due Date
Final Report, outlining your experiences and what was gained from attendance at the UN Permanent Forum on Indigenous Issues 2017.  If this is not received you may be issued with a debt for the grant amount.	30/06/2018
Financial Acquittal Report	30/06/2018

If this is not received you may be issued with a debt for the grant amount.	
Item / Agreement completion date	30/06/2018

Organisation Id: s 47F  
 Agreement Id: s 47F  
 Parties: Commonwealth of Australia, as represented by and acting through The Department of the Prime Minister and Cabinet ABN 18 108 001 191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")  
 s 47F

This Agreement is deemed to commence/have effect from 29/03/18.

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through The Department of the Prime Minister and Cabinet ABN 18 108 001 191 in the presence of:

s 22

(Name of Departmental Representative)

s 22

(Signature of Departmental Representative)

27.4.18

Senior Advisor  
 (Position of Departmental Representative)

s 22

(Name of witness in full)

s 22

(Signature of Witness)

27.4.18

Signed for and on behalf of s 47F accordance with its rules.  
 s 47F

(Name and position held by Signatory)

s 47F

(Name and position held by second Signatory/Name of Witness)

(Signature)

s 47F

(Signature of second Signatory/Witness)

29.03.18

29.3.18

**File note**

s 47F [REDACTED] was selected to attend the 17<sup>th</sup> session of the United Nations Permanent Forum on Indigenous Issues, held in New York between 16-27 April 2018.

A contribution of \$5,000 was provided to assist in the costs of travel and accommodation to support s 47F [REDACTED] participation.

s 47F [REDACTED] participated for the duration of the event, representing the interests of Aboriginal and Torres Strait Islander Australians. Here attendance report is also attached.

**From:** s 22  
**To:** s 47F  
**Cc:** s 22  
**Subject:** Attn s 47F - Support to attend the UN Permanent Forum on Indigenous Issues - 16-27 April 2018 in New York, USA [SEC=UNCLASSIFIED]  
**Date:** Monday, 26 March 2018 5:04:19 PM  
**Attachments:** [image001.jpg](#)

---

## UNCLASSIFIED

Dear s 47F

As mentioned in my telephone message today, I am pleased to offer you, on behalf of the Department of Prime Minister and Cabinet, \$5,000 AUD, as a contribution towards the costs of attending the seventeenth session of the United Nations Permanent Forum on Indigenous Issues (UNPFII) on the 16 -27 April 2018 in New York, USA.

The UNPFII is the largest annual UN forum specifically for Indigenous peoples, and is a high-level advisory body to the Economic and Social Council. It is attended by Indigenous peoples, experts, human rights organisations and NGOs from around the world, who come together to discuss and raise awareness of key issues and to share knowledge. We hope that you will be able to accept this opportunity to participate and share your experiences.

Please advise if you are able to accept this offer as soon as possible. If you choose to attend I will forward you a letter of offer for signature, and will be able to release funds shortly after a signed scan is returned.

I will also provide you with more detail on the structure of the Forum, how to register and participate.

Here are some links to the UNPFII website, including information on the session, the program of work and the online registration process – registrations are due on the 28 March.

<https://www.un.org/development/desa/indigenouspeoples/unpfii-sessions-2.html>

<https://www.un.org/development/desa/indigenouspeoples/unpfii-sessions-2/2017-2.html>

Please do not hesitate to be in touch with s 22 on s 22 or by email on s 22 if you have any questions.

Kind regards,

s 22 | Adviser  
 International Engagement | Strategic Policy Branch  
 Policy Analysis and Evaluation Division | Department of the Prime Minister and Cabinet  
 s 22

One National Circuit Barton ACT 2600 | PO Box 6500 CANBERRA ACT 2600

Acknowledgement



UNCLASSIFIED

PDR: MS17-005785

## DEPARTMENT OF THE PRIME MINISTER AND CABINET

PM&C  
Secretary  
Mr Tongue  
Prof Anderson  
Ms Hefren-  
Webb  
Mr Sloan  
Ms Taylor  
Ms O'Connor

**To:** Minister for Indigenous Affairs (for decision by 19 January 2018 to allow Congress the time to consider the shortlist of candidates)

## NOMINEES FOR FUNDING TO ATTEND UNITED NATIONS FORA IN 2018

## Recommendations - that you:

1. Approve the shortlist of candidates to receive Australian Government support to attend United Nations fora in 2018 at Attachment A.

☒ Approved / ☐ Not Approved

2. Sign the letter to the <sup>s 47F</sup> [redacted] to which is attached the shortlist of candidates for their consideration, requesting their advice on the shortlist and any other <sup>s 22</sup> potential candidates they have identified, at Attachment B.

☒ Signed / ☐ Not Signed

NIGEL SCULL

Date: 20.2.18

Comments:

## Key Points:

1. Each year, in consultation with your office and Indigenous stakeholders, the Department supports Aboriginal and Torres Strait Islander people to attend the two annual Indigenous specific United Nations fora (the United Nations Permanent Forum on Indigenous Issues and the Expert Mechanism on the Rights of Indigenous Peoples). Funding for this initiative is provided under the Indigenous Advancement Strategy's Culture and Capability Programme.
2. Following consultation with the Regional Network, consideration of former nominations and national voices, we are providing you with a shortlist of candidates for funding (at Attachment A) and a letter to the <sup>s 47F</sup> [redacted] at Attachment B) seeking their advice on the shortlist of candidates and suggestions for other potential candidates.
3. The shortlisted candidates provide a variety of experience levels, expertise in their field and commitment to advocacy for the rights of Aboriginal and Torres Strait Islander people. The following criteria have been used:
  - a. Experience in a field that relates to the themes of the United Nations Permanent Forum on Indigenous Issues and the Expert Mechanism on the Rights of Indigenous Peoples.
  - b. An understanding of or the potential to attain quickly, knowledge of international representation and ability to participate fully.

UNCLASSIFIED



## Unclassified

- c. An interest in attending fora to represent the broader Aboriginal and Torres Strait Islander community, as evidenced in their history of participation at national and/or international events.
4. The candidates also represent:
  - a. A mix of gender, geographical location and community experience.
  - b. A variety of experience levels, including candidates who are emerging leaders in their field, and more established candidates.
  - c. A mix of disciplines and ways in which they represent or engage with Indigenous rights in Australia.
5. The theme for the 2018 United Nations Permanent Forum on Indigenous Issues is “Indigenous peoples’ collective rights to lands, territories and resources”. With this in mind, several shortlisted candidates are experts in land and Native Title issues.
6. Following s 47F response, a final list of candidates will be provided to you for your agreement and approval.

Rachel O'Connor  
Assistant Secretary  
Strategic Policy Branch  
Policy, Analysis and Evaluation Division  
December 2017

Policy Officer: s 22  
Phone no: s 22  
Consultation: Regional Network

UNCLASSIFIED

Unclassified

**ATTACHMENTS**

**ATTACHMENT A LIST OF CANDIDATES**

**ATTACHMENT B** s 47F



UNCLASSIFIED



MINISTER FOR INDIGENOUS AFFAIRS

Reference: MS17-005785

s 47F

I am writing to you to seek your advice on potential recipients for Australian Government support to attend United Nations (UN) events in 2018.

In 2018, the Government will again offer a small financial contribution to support Aboriginal and Torres Strait Islander people to attend the UN Permanent Forum on Indigenous Issues and the Expert Mechanism on the Rights of Indigenous Peoples.

My department has developed the attached list of candidates. The candidates offer a cross-section of skills and experience, and are all committed advocates for the rights of Aboriginal and Torres Strait Islander people.

I welcome your thoughts on this shortlist. Should you wish to discuss further, please contact my office on (02) 6277 7780.

In order to approach the potential participants, and allow the participants to make arrangements for the Permanent Forum in April, I would appreciate your response by 28 February 2018. I would also appreciate if you did not contact potential participants and make their shortlisting public, to avoid raising expectations of funding.

Thank you in advance for your advice and assistance in this process.

Yours sincerely

s 22

NIGEL SCULLION

20 / 2 / 2018

**NOT FOR PUBLIC DISCUSSION**

**Short of Established Representatives**

NAME	STATE/TERRITORY of Residence	Current Role/s
s 47F		







Australian Government

Department of the Prime Minister and Cabinet

Address: Prime Minister and Cabinet 16 Bowes Place

Phillip 2606 ACT

Telephone: 02 6228 6732

TTY: 133 677

Website: [www.dpmc.gov.au](http://www.dpmc.gov.au)

s 47F

s 47F

s 47F

s 47F  
Deal

#### AGREEMENT – UNITED NATIONS EXPERT MECHANISM ON THE RIGHTS OF INDIGENOUS PEOPLES

Further to our recent telephone call, I am pleased to confirm that the Minister for Indigenous Affairs, Senator the Hon Nigel Scullion, has agreed the Department can offer you a financial contribution towards the costs of attendance at the United Nations Expert Mechanism on the Rights of Indigenous Peoples (EMRIP) in Geneva from 9 – 13 July 2018.

As you may know, EMRIP was established by the Human Rights Council in 2007 to provide the expert advice on the rights of Indigenous peoples as set out in the United Nations Declaration on the Rights of Indigenous Peoples. As a member of the Human Rights Council, Australia has pledged to advance the rights of Indigenous peoples and continue efforts to increase participation of indigenous peoples in all relevant processes and meetings of the United Nations.

This Agreement forms the contract between you and the Department.

#### *Terms of Agreement:*

Funding of \$7,500 will be provided to you to support your attendance at EMRIP in Geneva. This funding will support your participation at EMRIP as an independent participant and not as part of the Australian Government delegation. These funds are a contribution towards the cost of airfares, on-ground travel, insurance, accommodation, meals and incidentals for your trip to EMRIP only.

The specified funds will be paid into the bank account advised in the Schedule within seven (7) Business Days<sup>1</sup> of the commencement of the Agreement.

The payment of the funds to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement of supplier.

You will need to submit a brief report following the meeting with advice on the following:

- If the level of information and support provided by the Department was sufficient for you to take full advantage of your time at EMRIP;
- If there are things the Department could do in future to improve the process of engaging Aboriginal or Torres Strait Islander peoples in UN fora, such as EMRIP;

<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.

- What were the benefits for you as a result of your participation and attendance at EMRIP and how will these benefits make a difference to you or your community back in Australia ; and
- What specific policy issues raised at the meeting you felt were of most interest and/or relevance for Aboriginal and Torres Strait Islander peoples and policy makers in Australia.

#### Acceptance of Agreement

If you wish to accept this offer of financial assistance, please sign, date, scan and return this Agreement to s 22 who will be your point of contact. You will also need to complete details in the Schedule to this Agreement. Once we have received the signed copy of the Agreement we will then sign, date and return a copy to you for your records, and will progress the payment to your account.

If you have any query or issue relating to this agreement please contact s 22 on s 22 or via email to s 22

Yours sincerely

s 22

Rachel O'Connor  
Assistant Secretary  
Policy Analysis and Evaluation Division  
Indigenous Affairs Group  
12 June 2018



Item A Activity Information	
Activity name	Expert Mechanism on the Rights of Indigenous Peoples
Activity objectives	To provide a contribution towards costs of participation in the Expert Mechanism on the Rights of Indigenous Peoples to be held in Geneva from 9-13 July 2018, consistent with Australia's pledge to support Indigenous representation in meetings of the United Nations.
Activity details (what you must do)	Attend the United Nations Expert Mechanism on the Rights of Indigenous Peoples 2018 in Geneva, Switzerland, and submit a final report and financial acquittal report to the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.
Item B Your Information	
Name	s 47F

Item C Grant Information				
Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$7,500	N/A	N/A	\$7,500
Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties.				
Your bank account details	Financial Institution	s 47F		

	BSB	s 47F
	Account Number	s 47F
	Account Name	s 47F

#### Item D Agreement Information

Agreement name	Expert Mechanism on the Rights of Indigenous Peoples
Agreement start date	12/06//2018
Agreement end date	30/07/2018

#### Item E Deliverables

Description of deliverable	Due Date
Final Report, outlining your experiences and what was gained from attendance at the Expert Mechanism on the Rights of Indigenous Peoples 2018.  If this is not received you may be issued with a debt for the grant amount.	30/07/2018
Financial Acquittal Report  If this is not received you may be issued with a debt for the grant amount.	30/07/2018

**Parties** Commonwealth of Australia, as represented by and acting through  
The Department of the Prime Minister and Cabinet ABN 18 108 001  
191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")

s 47F

This Agreement is deemed to commence/have effect from ...../...../.....

Signed for and on behalf of the  
Commonwealth of Australia by the relevant  
Delegate, represented by and acting through  
The Department of the Prime Minister and  
Cabinet ABN 18 108 001 191 in the presence  
of:

s 22

(Name of Departmental Representative)

s 22

(Signature of Departmental Representative)

14.06.2018

DIRECTOR INTERNATIONAL ENGAGEMENT  
(Position of Departmental Representative)

s 22

(Name of Witness in full)

s 22

(Signature of Witness)

14.6.2018

Signed for and on behalf of  
accordance with its rules:

s 47F

in

s 47F

(Name and position held by Signatory)

s 47F

(Signature)

s 47F

13.6.18

s 47F

(Name and position held by second  
Signatory/Name of Witness)

(Signature of second Signatory/Witness)

13.6.18





Australian Government  
Department of the Prime Minister and Cabinet

## CLAIM FOR PAYMENT FORM

Please complete the form electronically. There is no need to print the form. Email approvals are accepted.

Please attach scanned copies of the paid invoices or receipts.

Email the Claim for Payment and ALL APPROPRIATE SUPPORTING and APPROVALS DOCUMENTS to [Help-AccountsPayable@pmc.gov.au](mailto:Help-AccountsPayable@pmc.gov.au) and Cc your Finance or Business Manager

If you need assistance with codes contact your Finance or Business Manager

**Please DO NOT forward hardcopy documents to Accounts Payable.**

### Claimant Details

Name s 47F AGS Number (N/A) s 47F  
 Vendor Number (if known) s 47F Mailing Address s 47F  
 Relationship to PM&C Grant Recipient or Email s 47F  
 Division/Section N/A Contact Phone Number s 47F

### Claimant Bank Details (if vendor number not provided above, HR details are not linked)

Financial Institution s 47F BSB s 47F  
 Account Name s 47F Account Number s 47F

### Claimant Signature (must be signed if providing bank details)

Claimant's Signature s 47F Date 15/6/18

### Reimbursement Details - Type of Claim (check the appropriate box, natural account codes provided)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Car Hire/Fuel (12911)              | <input checked="" type="checkbox"/> Overseas Meal/Incidentals (12925) | <input type="checkbox"/> Committee Fees & Expenses (12325)   |
| <input type="checkbox"/> Domestic Travel Accom (12910)      | <input checked="" type="checkbox"/> Overseas Travel Expenses (12920)  | <input type="checkbox"/> Other Allowances (11413)  |
| <input type="checkbox"/> Domestic Meals/Incidentals (12916) | <input type="checkbox"/> Office Requisites (12440)                    | <input type="checkbox"/> Other Enterprise Agreement Claims (please provide the correct natural account code) |
| <input type="checkbox"/> Business Catering (12477)          | <input type="checkbox"/> Recruitment Expenses other (12613)           |  |
| <input type="checkbox"/> Staff Training Expenses (12633)    |   |  |
| <input type="checkbox"/> Taxis/COMCAR/parking (12912)       |   |  |

**Refer the following claims to HR**  
 Non-Commercial Accommodation  
 Disturbance Allowances

*Voluntary Redundancy Advice*  
*Remote Locality Leave Fare Assistance*

*Sitting Fee are paid on invoice or through HR*  
[Help-HR@pmc.gov.au](mailto:Help-HR@pmc.gov.au)

Doc No.	Description (eg Taxi fare – Cabcharge voucher didn't work)	Account Code(s) (your cost centre and the appropriate natural account code)	Amount
1	Contribution towards the costs of participation in UN Expert Mechanism on the Rights of Indigenous Peoples Geneva Switzerland 9-13 July 2018		\$ 7,500
Total Amount (as agreed by the Minister for Indigenous Affairs, the Hon Nigel Scullion MP)			\$ 7,500

### Payment Expenditure Delegate Authorisation (MANDATORY)

Name \_\_\_\_\_ Signature (see email approval) \_\_\_\_\_ Date \_\_\_\_\_





Australian Government  
Department of the Prime Minister and Cabinet

## CREDIT NOTE REQUEST

### Instructions:

1. This form is to be completed for each invoice that requires a credit note is needed to be raised.
2. Once the form is completed, please attach all supporting documentation and request approval by the Assistant Secretary of Financial Services Division
3. Once approved please email the signed form along with all supporting documentation to [help-accountsreceivable@pmc.gov.au](mailto:help-accountsreceivable@pmc.gov.au) for processing

Invoice Details			
Name on Invoice:	s 47F		
Debtor Number:	04848	Invoice Number:	ARD07199
Date of Invoice:	28-Jun-18	Invoice Amount:	\$7,500

### Reason for Credit Note:

The incorrect amount for unused funds was previously invoiced to s 47F

s 22			
<b>Requesting Officer</b>			
Name: s 22	Signature:	Date: 20/9/18	
<b>Branch Head Recommendation</b>			
Credit Note is <input checked="" type="checkbox"/> <b>Agreed</b> <input type="checkbox"/> <b>Not Agreed</b>			
Name: Rachel O'Connor	Signature: s 22	Date: 20/9/18	

<b>Delegate Approval (Assistant Secretary – Financial Services Division)</b>		
As Delegate under CEI		
Credit Note is <input type="checkbox"/> <b>Approved</b> <input type="checkbox"/> <b>Not Approved</b>		
Name:	Signature:	Date:



Australian Government

Department of the Prime Minister and Cabinet

Address: Prime Minister and Cabinet 16 Bowes Place

Phillip 2606 ACT

Telephone: 02 6228 6732

TTY: 133 677

Website: [www.dpmc.gov.au](http://www.dpmc.gov.au)

s 47F

s 47F

s 47F

Dear

## AGREEMENT – UNITED NATIONS EXPERT MECHANISM ON THE RIGHTS OF INDIGENOUS PEOPLES

Further to our recent telephone call, I am pleased to confirm that the Minister for Indigenous Affairs, Senator the Hon Nigel Scullion, has agreed the Department can offer you a financial contribution towards the costs of attendance at the United Nations Expert Mechanism on the Rights of Indigenous Peoples (EMRIP) in Geneva from 9 - 13 July 2018.

As you may know, EMRIP was established by the Human Rights Council in 2007 to provide the expert advice on the rights of Indigenous peoples as set out in the United Nations Declaration on the Rights of Indigenous Peoples. As a member of the Human Rights Council, Australia has pledged to advance the rights of Indigenous peoples and continue efforts to increase participation of indigenous peoples in all relevant processes and meetings of the United Nations.

This Agreement forms the contract between you and the Department.

### *Terms of Agreement:*

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You will need to submit a brief report following the meeting with advice on the following:

- If the level of information and support provided by the Department was sufficient for you to take full advantage of your time at EMRIP;
- If there are things the Department could do in future to improve the process of engaging Aboriginal or Torres Strait Islander peoples in UN fora, such as EMRIP;
- What were the benefits for you as a result of your participation and attendance at EMRIP and how will these benefits make a difference to you or your community back in Australia; and
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If you have any query or issue relating to this agreement please contact s 22 on s 22 or via email to s 22

Yours sincerely  
s 22

Rachel O'Connor  
Assistant Secretary  
Policy Analysis and Evaluation Division  
Indigenous Affairs Group  
12 June 2018

### Agreement – Schedule

Item A Activity Information				
Activity name	Expert Mechanism on the Rights of Indigenous Peoples			
Activity objectives	To provide a contribution towards costs of participation in the Expert Mechanism on the Rights of Indigenous Peoples to be held in Geneva from 9-13 July 2018, consistent with Australia's pledge to support Indigenous representation in meetings of the United Nations.			
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Item B Your Information				
Name	s 47F			

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Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$7,500	N/A	N/A	\$7,500
Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties.				
Your bank account details	Financial Institution			
	BSB			



	Account Number	
	Account Name	
<b>Item D Agreement Information</b>		
Agreement name	Expert Mechanism on the Rights of Indigenous Peoples	
Agreement start date	12/06//2018	
Agreement end date	30/07/2018	
<b>Item E Deliverables</b>		
<b>Description of deliverable</b>		<b>Due Date</b>
Final Report, outlining your experiences and what was gained from attendance at the Expert Mechanism on the Rights of Indigenous Peoples 2018.  If this is not received you may be issued with a debt for the grant amount.		30/07/2018
Financial Acquittal Report  If this is not received you may be issued with a debt for the grant amount.		30/07/2018

**Signatures:**

**Parties**                      **Commonwealth of Australia**, as represented by and acting through  
**The Department of the Prime Minister and Cabinet ABN 18 108 001**  
**191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")**  
**s 47F**

This Agreement is deemed to commence/have effect from ...../...../.....

**Signed** for and on behalf of the  
**Commonwealth of Australia** by the relevant  
Delegate, represented by and acting through  
**The Department of the Prime Minister and  
Cabinet ABN 18 108 001 191** in the presence  
of:

\_\_\_\_\_  
(Name of Departmental Representative)

\_\_\_\_\_  
(Signature of Departmental Representative)

.../.../...

\_\_\_\_\_  
(Position of Departmental Representative)

\_\_\_\_\_  
(Name of Witness in full)

\_\_\_\_\_  
(Signature of Witness)

.../.../...

**Signed** for and on behalf of **s 47F** in accordance with its rules:

\_\_\_\_\_  
(Name and position held by Signatory)

\_\_\_\_\_  
(Signature)

.../.../...

\_\_\_\_\_  
(Name and position held by second  
Signatory/Name of Witness)

\_\_\_\_\_  
(Signature of second Signatory/Witness)

.../.../...



### **Notes about the signature block:**

- if you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- if you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- if you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- if you are a **partnership**, a partner must be a signatory in the presence of a witness.
- if you are an **individual**, you must sign in the presence of a witness.
- if you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.



Australian Government  
Department of the Prime Minister and Cabinet

Address: Prime Minister and Cabinet 16 Bowes Place  
Phillip 2606 ACT  
Telephone: 02 6228 6732  
TTY: 133 677  
Website: [www.dpmc.gov.au](http://www.dpmc.gov.au)

s 47F

s 47F

s 47F

Dear

**AGREEMENT – UNITED NATIONS EXPERT MECHANISM ON THE RIGHTS OF INDIGENOUS PEOPLES**

Further to our recent telephone call, I am pleased to confirm that the Minister for Indigenous Affairs, Senator the Hon Nigel Scullion, has agreed the Department can offer you a financial contribution towards the costs of attendance at the United Nations Expert Mechanism on the Rights of Indigenous Peoples (EMRIP) in Geneva from 9 - 13 July 2018.

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- If the level of information and support provided by the Department was sufficient for you to take full advantage of your time at EMRIP;
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- What were the benefits for you as a result of your participation and attendance at EMRIP and how will these benefits make a difference to you or your community back in Australia; and
- What specific policy issues raised at the meeting you felt were of most interest and/or relevance for Aboriginal and Torres Strait Islander peoples and policy makers in Australia.

<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.

### Acceptance of Agreement

If you wish to accept this offer of financial assistance, please sign, date, scan and return this Agreement to s 22 who will be your point of contact. You will also need to complete details in the Schedule to this Agreement. Once we have received the signed copy the Agreement we will then sign, date and return a copy to you for your records, and will progress the payment to your account.

If you have any query or issue relating to this agreement please contact s 22 on s 22 or via email to s 22

Yours sincerely

s 22

Rachel O'Connor  
Assistant Secretary  
Policy Analysis and Evaluation Division  
Indigenous Affairs Group  
12 June 2018

### Agreement - Schedule

Item A Activity Information				
Activity name	Expert Mechanism on the Rights of Indigenous Peoples			
Activity objectives	To provide a contribution towards to costs of participation in the Expert Mechanism on the Rights of Indigenous Peoples to be held in Geneva from 9-13 July 2018, consistent with Australia's pledge to support Indigenous representation in meetings of the United Nations.			
Activity details (what you must do)	Attend the United Nations Expert Mechanism on the Rights of Indigenous Peoples 2018 in Geneva, Switzerland, and submit a final report and financial acquittal report to the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.			
Item B Your Information				
Name	s 47F			
Item C Grant Information				
Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$7,500	N/A	N/A	\$7,500
Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties.				
Your bank account details	Financial Institution	s 47F		
	BSB	s 47F	s 47F	

	Account Number	s 47F
	Account Name	s 47F
<b>Item D Agreement Information</b>		
Agreement name	Expert Mechanism on the Rights of Indigenous Peoples	
Agreement start date	12/06//2018	
Agreement end date	30/07/2018	
<b>Item E Deliverables</b>		
<b>Description of deliverable</b>		<b>Due Date</b>
Final Report, outlining your experiences and what was gained from attendance at the Expert Mechanism on the Rights of Indigenous Peoples 2018.  If this is not received you may be issued with a debt for the grant amount.		30/07/2018
Financial Acquittal Report  If this is not received you may be issued with a debt for the grant amount.		30/07/2018

**Parties**

**Commonwealth of Australia**, as represented by and acting through  
**The Department of the Prime Minister and Cabinet ABN 18 108 001**  
 191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")  
 s 47F

This Agreement is deemed to commence/have effect from .....<sup>14</sup>.....<sup>06</sup>...../2018

Signed for and on behalf of the  
Commonwealth of Australia by the relevant  
Delegate, represented by and acting through  
The Department of the Prime Minister and  
Cabinet ABN 18 108 001 191 in the presence

of:  
s 22

(Name of Departmental Representative)

s 22

(Signature of Departmental Representative)

14.6.18

DIRECTOR INTERNATIONAL ENGAGEMENT  
(Position of Departmental Representative)

s 22

(Name of witness in full)

s 22

(Signature of witness)

14.6.18

Signed for and on behalf of s 47F in accordance with its rules:

s 47F

(Name and position held by Signatory)

s 47F

(Signature)

s 47F

14/06/2018

s 47F

(Name and position held by second  
Signatory/Name of Witness)

(Signature of second Signatory/Witness)

14/06/2018





Australian Government

Department of the Prime Minister and Cabinet

Address: Prime Minister and Cabinet 16 Bowes Place  
Phillip 2606 ACT

Telephone: 02 6228 6732

TTY: 133 677

Website: [www.dpmc.gov.au](http://www.dpmc.gov.au)

s 47F

s 47F

Dear s 47F

## AGREEMENT – UNITED NATIONS EXPERT MECHANISM ON THE RIGHTS OF INDIGENOUS PEOPLES

Further to our recent telephone call, I am pleased to confirm that the Minister for Indigenous Affairs, Senator the Hon Nigel Scullion, has agreed the Department can offer you a financial contribution towards the costs of attendance at the United Nations Expert Mechanism on the Rights of Indigenous Peoples (EMRIP) in Geneva from 9 - 13 July 2018.

As you may know, EMRIP was established by the Human Rights Council in 2007 to provide the expert advice on the rights of Indigenous peoples as set out in the United Nations Declaration on the Rights of Indigenous Peoples. As a member of the Human Rights Council, Australia has pledged to advance the rights of Indigenous peoples and continue efforts to increase participation of indigenous peoples in all relevant processes and meetings of the United Nations.

This Agreement forms the contract between you and the Department.

### *Terms of Agreement:*

Funding of \$7,500 will be provided to you to support your attendance at EMRIP in Geneva. This funding will support your participation at EMRIP as an independent participant and not as part of the Australian Government delegation. These funds are a contribution towards the cost of airfares, on-ground travel, insurance, accommodation, meals and incidentals for your trip to EMRIP only.

The specified funds will be paid into the bank account advised in the Schedule within seven (7) Business Days<sup>1</sup> of the commencement of the Agreement.

The payment of the funds to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('ABN') or a statement of supplier.

You will need to submit a brief report following the meeting with advice on the following:

- If the level of information and support provided by the Department was sufficient for you to take full advantage of your time at EMRIP;
- If there are things the Department could do in future to improve the process of engaging Aboriginal or Torres Strait Islander peoples in UN fora, such as EMRIP;

<sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.

- What were the benefits for you as a result of your participation and attendance at EMRIP and how will these benefits make a difference to you or your community back in Australia ; and
- What specific policy issues raised at the meeting you felt were of most interest and/or relevance for Aboriginal and Torres Strait Islander peoples and policy makers in Australia.

### Acceptance of Agreement

If you wish to accept this offer of financial assistance, please sign, date, scan and return this Agreement to s 22 who will be your point of contact. You will also need to complete details in the Schedule to this Agreement. Once we have received the signed copy the Agreement we will then sign, date and return a copy to you for your records, and will progress the payment to your account.

If you have any query or issue relating to this agreement please contact s 22 on s 22 or via email to s 22

Yours sincerely

s 22

Rachel O'Connor  
Assistant Secretary  
Policy Analysis and Evaluation Division  
Indigenous Affairs Group  
12 June 2018

### Agreement - Schedule

Item A Activity Information	
Activity name	Expert Mechanism on the Rights of Indigenous Peoples
Activity objectives	To provide a contribution towards to costs of participation in the Expert Mechanism on the Rights of Indigenous Peoples to be held in Geneva from 9-13 July 2018, consistent with Australia's pledge to support Indigenous representation in meetings of the United Nations.
Activity details (what you must do)	Attend the United Nations Expert Mechanism on the Rights of Indigenous Peoples 2018 in Geneva, Switzerland, and submit a final report and financial acquittal report to the Department of Prime Minister and Cabinet. Please ensure appropriate travel insurance to cover required travel.
Item B Your Information	
Name	s 47F

Item C Grant Information				
Total Grant amount	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
	\$7,500	N/A	N/A	\$7,500
Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties.				
Your bank account details	Financial Institution			

	BSB	
	Account Number	
	Account Name	

#### Item D Agreement Information

Agreement name	Expert Mechanism on the Rights of Indigenous Peoples
Agreement start date	12/06//2018
Agreement end date	30/07/2018

#### Item E Deliverables

Description of deliverable	Due Date
<p>Final Report, outlining your experiences and what was gained from attendance at the Expert Mechanism on the Rights of Indigenous Peoples 2018.</p> <p>If this is not received you may be issued with a debt for the grant amount.</p>	30/07/2018
<p>Financial Acquittal Report</p> <p>If this is not received you may be issued with a debt for the grant amount.</p>	30/07/2018

## Parties

**Parties**                      **Commonwealth of Australia**, as represented by and acting through  
**The Department of the Prime Minister and Cabinet ABN 18 108 001**  
**191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "our")**

s 47F

This Agreement is deemed to commence/have effect from ...../...../.....

**Signed** for and on behalf of the  
**Commonwealth of Australia** by the relevant  
Delegate, represented by and acting through  
**The Department of the Prime Minister and  
Cabinet ABN 18 108 001 191** in the presence  
of:

\_\_\_\_\_  
(Name of Departmental Representative)

\_\_\_\_\_  
(Signature of Departmental Representative)

.../.../...

\_\_\_\_\_  
(Position of Departmental Representative)

\_\_\_\_\_  
(Name of Witness in full)

\_\_\_\_\_  
(Signature of Witness)

.../.../...

**Signed** for and on behalf of **s 47F** in accordance with its rules:

\_\_\_\_\_  
(Name and position held by Signatory)

\_\_\_\_\_  
(Signature)

.../.../...

\_\_\_\_\_  
(Name and position held by second  
Signatory/Name of Witness)

\_\_\_\_\_  
(Signature of second Signatory/Witness)

.../.../...

### **Notes about the signature block:**

- if you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- if you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- if you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- if you are a **partnership**, a partner must be a signatory in the presence of a witness.
- if you are an **individual**, you must sign in the presence of a witness.
- if you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.





Australian Government

Department of the Prime Minister and Cabinet

## CLAIM FOR PAYMENT FORM

Please complete the form electronically. There is no need to print the form. Email approvals are accepted.

Please attach scanned copies of the paid invoices or receipts.

Email the Claim for Payment and ALL APPROPRIATE SUPPORTING and APPROVALS DOCUMENTS to [Help-AccountsPayable@pmc.gov.au](mailto:Help-AccountsPayable@pmc.gov.au) and Cc your Finance or Business Manager

If you need assistance with codes contact your Finance or Business Manager

Please DO NOT forward hardcopy documents to Accounts Payable.

## Claimant Details

Name s 47F Mailing Address s 47F  
 Vendor Number (if known) s 47F  
 Relationship to PM&C Grant recipient or Email s 47F  
 Division/Section N/A Contact Phone Number s 47F  
 AGS Number (N/A)

## Claimant Bank Details (if vendor number not provided above, HR details are not linked)

Financial Institution s 47F BSB s 47F  
 Account Name s 47F Account Number s 47F

## Claimant Signature (must be signed if providing bank details)

Claimant's Signature s 47F Date 14/6/2018

## Reimbursement Details - Type of Claim (check the appropriate box, natural account codes provided)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Car Hire/Fuel (12911)              | <input checked="" type="checkbox"/> Overseas Meal/Incidentals (12925) | <input type="checkbox"/> Committee Fees & Expenses (12325)   |
| <input type="checkbox"/> Domestic Travel Accom (12910)      | <input checked="" type="checkbox"/> Overseas Travel Expenses (12920)  | <input type="checkbox"/> Other Allowances (11413)  |
| <input type="checkbox"/> Domestic Meals/Incidentals (12916) | <input type="checkbox"/> Office Requisites (12440)                    | <input type="checkbox"/> Other Enterprise Agreement Claims (please provide the correct natural account code) |
| <input type="checkbox"/> Business Catering (12477)          | <input type="checkbox"/> Recruitment Expenses other (12613)           |  |
| <input type="checkbox"/> Staff Training Expenses (12633)    |   |  |
| <input type="checkbox"/> Taxis/COMCAR/parking (12912)       |   |  |

**Refer the following claims to HR**  
 Non-Commercial Accommodation  
 Disturbance Allowances

Voluntary Redundancy Advice  
 Remote Locality Leave Fare Assistance

Sitting Fee are paid on invoice or through HR  
[Help-HR@pmc.gov.au](mailto:Help-HR@pmc.gov.au)

Doc No.	Description (eg Taxi fare – Cabcharge voucher didn't work)	Account Code(s) (your cost centre and the appropriate natural account code)	Amount
1	Contribution towards the costs of participation in UN Expert Mechanism on the Rights of Indigenous Peoples Geneva Switzerland 9-13 July 2018		\$ 7,500
Total Amount (as agreed by the Minister for Indigenous Affairs, the Hon Nigel Scullion MP)			\$ 7,500

## Payment Expenditure Delegate Authorisation (MANDATORY)

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Please mail your cheque and payment advice to the address above.





Australian Government  
Department of the Prime Minister and Cabinet

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Please complete the form electronically. There is no need to print the form. Email approvals are accepted.

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Email the Claim for Payment and ALL APPROPRIATE SUPPORTING and APPROVALS DOCUMENTS to [Help-AccountsPayable@pmc.gov.au](mailto:Help-AccountsPayable@pmc.gov.au) and Cc your Finance or Business Manager

If you need assistance with codes contact your Finance or Business Manager

**Please DO NOT forward hardcopy documents to Accounts Payable.**

### Claimant Details

Name s 47F  
Vendor Number (if known)  
Relationship to PM&C  
Division/Section N/A  
AGS Number (N/A)

Mailing Address s 47F  
s 47F  
or Email s 47F  
Contact Phone Number s 47F

### Claimant Bank Details (if vendor number not provided above, HR details are not linked)

Financial Institution BSB  
Account Name Account Number

### Claimant Signature (must be signed if providing bank details)

Claimant's Signature Date

### Reimbursement Details - Type of Claim (check the appropriate box, natural account codes provided)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Car Hire/Fuel (12911)              | <input checked="" type="checkbox"/> Overseas Meal/Incidentals (12925) | <input type="checkbox"/> Committee Fees & Expenses (12325) |
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Sitting Fee are paid on invoice or through HR  
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Total Amount (as agreed by the Minister for Indigenous Affairs, the Hon Nigel Scullion MP)			\$ 7,500

### Payment Expenditure Delegate Authorisation (MANDATORY)

Name Signature (see email approval) Date

**From:** s 22  
**To:** s 47F  
**Cc:** s 22  
**Subject:** Offer of support to attend UNPFII 2018 [SEC=UNCLASSIFIED]  
**Date:** Monday, 26 March 2018 5:11:00 PM  
**Attachments:** [image001.jpg](#)  
[image002.jpg](#)  
[image003.jpg](#)  
[image004.jpg](#)  
[image005.jpg](#)

---

## UNCLASSIFIED

Dear s 47F

As discussed with s 22, I am pleased to offer you, on behalf of the Department of Prime Minister and Cabinet, \$5,000 AUD, as a contribution towards the costs of attending the seventeenth session of the United Nations Permanent Forum on Indigenous Issues (UNPFII) on the 16 -27 April 2018 in New York, USA.

The UNPFII is the largest annual UN forum specifically for Indigenous peoples, and is a high-level advisory body to the Economic and Social Council. It is attended by Indigenous peoples, experts, human rights organisations and NGOs from around the world, who come together to discuss and raise awareness of key issues and to share knowledge. We hope that you will be able to accept this opportunity to participate and share your experiences.

Please advise if you are able to accept this offer as soon as possible. If you choose to attend I will forward you a letter of offer for signature, and will be able to release funds shortly after a signed scan is returned.

I will also provide you with more detail on the structure of the Forum, how to register and participate.

Here are some links to the UNPFII website, including information on the session, the program of work and the online registration process – registrations are due on the 28 March.

<https://www.un.org/development/desa/indigenouspeoples/unpfii-sessions-2.html>

<https://www.un.org/development/desa/indigenouspeoples/unpfii-sessions-2/2017-2.html>

Regards,

s 22

International Policy Coordination | Strategic Policy Branch

Policy, Analysis and Evaluation Division | Department of the Prime Minister and Cabinet

s 22

s 22

[www.dpmmc.gov.au](http://www.dpmmc.gov.au) | [www.indigenous.gov.au](http://www.indigenous.gov.au)



cid:image005.jpg@01D30607.6CF4DA00



**From:** s 22  
**To:** s 47F  
**Cc:** s 22  
**Subject:** Support to attend the 17th session of the UN Permanent Forum on Indigenous Issues - 16-17 April 2018 in New York, USA [SEC=UNCLASSIFIED]  
**Date:** Monday, 26 March 2018 5:02:48 PM  
**Attachments:** [image001.jpg](#)

---

## UNCLASSIFIED

Dear s 47F ,

As mentioned in my telephone message today, I am pleased to offer you, on behalf of the Department of Prime Minister and Cabinet, \$5,000 AUD, as a contribution towards the costs of attending the seventeenth session of the United Nations Permanent Forum on Indigenous Issues (UNPFII) on the 16 -27 April 2018 in New York, USA.

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<https://www.un.org/development/desa/indigenouspeoples/unpfii-sessions-2/2017-2.html>

Please do not hesitate to be in touch with s 22 or s 22 or by email on s 22 if you have any questions.

Kind regards,

s 22 | Adviser  
 International Engagement | Strategic Policy Branch  
 Policy Analysis and Evaluation Division | Department of the Prime Minister and Cabinet  
 m. s 22 | p. s 22  
 e. s 22 | w. [www.pmc.gov.au](http://www.pmc.gov.au)  
 One National Circuit Barton ACT 2600 | PO Box 6500 CANBERRA ACT 2600  
 Acknowledgement



**From:** s 22  
**To:** s 47F  
**Cc:** s 22  
**Subject:** Offer of support to attend UNPFII 2018 [SEC=UNCLASSIFIED]  
**Date:** Monday, 26 March 2018 5:30:00 PM  
**Attachments:** [image001.jpg](#)  
[image002.jpg](#)  
[image003.jpg](#)  
[image004.jpg](#)  
[image005.jpg](#)

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Regards,

s 22

International Policy Coordination | Strategic Policy Branch

Policy, Analysis and Evaluation Division | Department of the Prime Minister and Cabinet

s 22

s 22

[www.dpmmc.gov.au](http://www.dpmmc.gov.au) | [www.indigenous.gov.au](http://www.indigenous.gov.au)



cid:image005.jpg@01D30607.6CF4DA00

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**Attachments:** [image001.jpg](#)  
[image002.jpg](#)  
[image003.jpg](#)  
[image004.jpg](#)  
[image005.jpg](#)

---

## UNCLASSIFIED

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Further to our message left on your phone, I am pleased to offer you, on behalf of the Department of Prime Minister and Cabinet, \$10,000 AUD, as a contribution towards the costs of attending the seventeenth session of the United Nations Permanent Forum on Indigenous Issues (UNPFII) on the 16 -27 April 2018 in New York, USA.

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Regards,

s 22

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Policy, Analysis and Evaluation Division | Department of the Prime Minister and Cabinet

s 22

s 22

[www.dpmc.gov.au](http://www.dpmc.gov.au) | [www.indigenous.gov.au](http://www.indigenous.gov.au)



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