# For Official Use Only

PDR: MS16-000915

Document 1

# DEPARTMENT OF THE PRIME MINISTER AND CABINET PM&C Secretary Mr Tongue Mr Stafford To: Minister for Indigenous Affairs (for decision by 31 March 2016 to enable funding Ms Taylor processes to commence) Ms O'Connor Ms Vandenbroek APPROVAL TO FUND ABORIGINAL AND TORRES STRAIT ISLANDER REPRESENTATION AT UNITED NATIONS INDIGENOUS FORA PMO 5 22 Recommendation(s) - that you: s 22 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). greed / Not Agreed Within the above amount/ agree to delegate authority to the Department to approve 2. 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 SCULLIC Date: 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.
- Following discussions with your Office, offers have been made to \$47F
   \$47F
   to provide a contribution to the costs of their attendance at the UNPFII. This contribution will be \$9,000 for \$47F
   \$5,500 for \$47F
   \$3,500 for \$47F
- 3. <sup>s 47F</sup> will attend the UNPFII for the full two weeks.<sup>s 47F</sup> will only be spending a week at the UNPFII, and therefore their accommodation costs will be lower than <sup>s 47F</sup> s 47F will be flying from Australia, and <sup>s 47F</sup> 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 <u>Attachment A</u>.

Rachel O'Connor Assistant Secretary Strategic Policy and Coordination Branch/ Community Safety and Policy Division [29 March 2016] s 22

Policy Office

Phone no: <sup>S 22</sup> Consultation: Housing, Land and Culture Division; Financial Accounting Branch

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## Document 2



# 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.

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

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  $^{s}$  <sup>22</sup> or  $^{s}$  <sup>22</sup> or  $^{s}$  <sup>22</sup>

Yours sincerely,

s 22 Advisor Strategic Policy Branch s 22

20 October 2017



# Australian Government

# Department of the Prime Minister and Cabinet

| s 47F                 |   |  |
|-----------------------|---|--|
| Dear <sup>s 47F</sup> | 1 |  |

National Office – Culture & Capability Telephone: 1800 079 098 Postal address: PO Box 6500 Canberra ACT 2800 Email: <u>CultureandCepabilityProgrammo@pmc.gov.au</u>

#### 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<br>Name                        | Grant<br>Amount (excl.<br>GST) | SACS* (excl.<br>GST) | GST (If<br>applicable) | Total (incl.<br>GST) |
|---------------------------|---|--------------------------------|----------------------|------------------------|----------------------|
| Culture and<br>Capability | UNPFII \$ 47F<br>\$ 47F _ 4-<br>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 \$22 on \$22 or on email

Yours sincerely, s 22

PMC Senior Adviser

22 April 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

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>&</sup>lt;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>&</sup>lt;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>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>&</sup>lt;sup>3</sup> Refer Australian Accounting Standards Board <u>www.aasb.gov.au</u>

<sup>&</sup>lt;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>&</sup>lt;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.

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s 47F

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

| Item C Grant Information   |   |                     |      |                        |                   |
|--|---|---------------------|------|------------------------|-------------------|
| Total Grant amount   | Grant Amount<br>(excl. GST)   | SACS<br>(excl. GST) |      | GST (if<br>applicable) | Total (incl. GST) |
|  | \$5,500.00  | \$0.0               | 00   | \$0.00                 | \$5,500.00        |
| Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties.<br>If applicable a SACS payment may be made separately. |   |                     |      |                        | th parties.       |
| Your bank account details  | Financial Institutio  | n                   | s 47 | Έ                      |                   |
|  | BSB   |                     |      |                        |                   |
|  | Account Number  |                     |      |                        |                   |
|  | Account Name  |                     |      |                        |                   |
| Item D Activity Information  | 1   | •                   |      |                        |                   |
| Activity name  | UNPFII <mark>s 47F</mark>   | 4-354HH4            | 4R   |                        |                   |
| Activity start date  | 22/04/2016  |                     |      |                        |                   |
| Activity end date  | 29/04/2016  |                     |      |                        |                   |
| Activity details<br>(what you must do)   | Attend the United Nations Permanent Forum on Indigenous Issues 2016<br>in New York City, and submit a final report and financial acquittal report to<br>the Department of Prime Minister and Cabinet. Please ensure appropriate<br>travel insurance to cover required travel. |                     |      |                        |                   |
| Item E Performance Inform  | nation  |                     |      |                        |                   |

|                            | Performance Indicator   |                           | Measure  |        |                                |  |
|----------------------------|---|---------------------------|--|--------|--------------------------------|--|
| 1                          | M2 - Extent of compliance with Project<br>Agreement terms and conditions.   |                           | Provider complies to the Commonwealth's<br>satisfaction. Source: Records and Material<br>relating to Project Agreement and other<br>information reasonably requested by the<br>Commonwealth and feedback from other relevan<br>persons or organisations. |        |                                |  |
| 2                          | <sup>2</sup> 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  |                           |  |        |                                |  |
| used b<br>The in<br>Anv ch | The information listed below on location, service area and the attributed PMC grant amounts will be<br>used by us to provide reports, by region, on PMC grants.<br>The information may be published on a Commonwealth web site.<br>Any changes to the location or service area information must be advised to us in writing within thirty (30)<br>Business Days of any change commencing and will be subject to our written approval. |                           |  |        |                                |  |
|                            | Location information<br>ave advised that all or part  | t of the Activity will be | delivered fro  | om th  | e location(s) specified below: |  |
|                            | Location Type   | Name                      |  | Add    | ress                           |  |
| 1                          |   | s 47F                     | s 47F s 4  |        | F                              |  |
| ltem G                     | Service Area  |                           |  |        |                                |  |
| You ha                     | ave advised that the Activi   | ty will service the serv  | vice area(s)   | specif | fied below.                    |  |
|                            | Туре  |                           |  |        | Service Area                   |  |

| ltem H Deliverables                                   |   |            |
|---|---|------------|
| Description of delivera                               | ble   | Due Date   |
| Final Report, outlining yo<br>attendance at the UN Pe | our experiences and what was gained from<br>rmanent Forum on Indigenous Issues 2016 | 17/06/2016 |
| Financial Acquittal Repo                              | Financial Acquittal Report  |            |
| Item I Agreement completion date                      | 24/06/2016  |            |

1

Not Specified

| Organisation Id:      | s 47F  |  |
|-----------------------|--|--|
| Agreement ld:         |  |  |
| Schedule Id:          |  |  |
| Parties               | <b>Department of the Prime N</b><br>National Circuit, Barton ACT | a, as represented by and acting through The<br>inister and Cabinet ABN 18 108 001 191, 1<br>2600 ("us", "we" or "our") |
| 5                     | s 47F  |  |
| This Agreement is d   | leemed to commence/have  | effect from//  |
|                       | The Department of the Prime                                      | Australia by the relevant Delegate, represented<br>Minister and Cabinet ABN  |
| (Name of Departmenta  | al Representative)   | (Signature of Departmental Representative)   |
|                       |  |  |
| (Position of Departme | ntal Representative)   |  |

(Name of Witness in full) (Signature of Witness)

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

n accordance with its

(Name and position held by Signatory)

Signed for and on behalf of <sup>s 47F</sup>

rules:

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

(Signature)

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

(Signature of second Signatory/Witness)

| Pril a la                  |   |  |  |
|---|---|--|--|
| Organisation Id:  | s 47F                                   |  |  |
| Agreement ld:   |   |  |  |
| Schedule Id:  |   | ·  |  |
| Parties   | Department of the Prin                  | stralia, as represented by and actine<br>Minister and Cabinet ABN 18<br>ACT 2600 ("us", "we" or "our") | ng through The<br>108 001 191, 1   |
|   | s 47F                                   |  |  |
|   |   |  |  |
| This Agreement is a   | deemed to commence/h                    | ave effect from//  |  |
| U   |   |  |  |
| by and acting through<br>18 108 001 191 in the<br>s 22      | The Department of the F<br>presence of: | h of Australia by the relevant Dele<br>Prime Minister and Cabinet ABN<br>S 22                          | egate, represented   |
| (Name of Department   | al Representative)                      | (oignature or Department   | a representative)  |
|   |   |  | , ,  |
|   |   | •  | 13,7,16  |
| SENIOR F  | DUISOR                                  |  |  |
| JENIOL F<br>(Position of Departme<br>22                     | ntal Representative)                    | s 22   |  |
| JENIOL F<br>(Position of Departme<br>22                     | antal Representative)                   |  |  |
| DENICLE<br>(Position of Departme<br>22                      | ntal Representative)                    | s 22<br>(Signature or withese)   | <u>'3,7,16</u>   |
| JENIOL F<br>(Position of Departme<br>22                     | ntal Representative)                    |  |  |
| JENIOL F<br>(Position of Departme<br>22                     | ntal Representative)                    |  | <u>'3,7,16</u>   |
| 22<br>Signeds 47F   | e 17F                                   | (Signature or vvitueaອງ  | <u>'3,7,16</u>   |
| 22<br>Signeds 47F<br>rules:                                 | <b>.</b>                                | (Signature or vvitreas)  | 13,7,16<br>(3,7,16   |
| 22<br>Signeds 47F   | <b>.</b>                                | (Signaເພາອ ບາ ຈານເພາອລອງ<br>n a  | 13,7,16<br>(3,7,16   |
| 22<br>Signeds 47F<br>rules:<br>47F                          | ,<br>с Л7F                              | (Signaເພາອ ບາ ຈານເພາອລອງ<br>n a  | <u>2,7,16</u><br>( <u>3,7,16</u><br>( <u>3,7,16</u><br>ccordance with its                    |
| 22<br>Signeds 47F<br>rules:                                 | ,<br>с Л7F                              | (Signaເພາອ ບາ ຈານເພາອລອງ<br>n a  | 13,7,16<br>(3,7,16   |
| 22<br>Signeds 47F<br>rules:<br>47F<br>(wame and position ne | e /17F                                  | (Signature or volumeas)<br>n a<br>s 47F  | <u>3,7,16</u><br>( <u>3,7,16</u><br>( <u>3,7,16</u><br>ccordance with its<br><u>3,5,1246</u> |

|                                      | Performance Indicator   | Measure   |   |                 |  |  |  |
|--------------------------------------|---|---|---|-----------------|--|--|--|
| 1                                    | M2 - Extent of compliance with Project<br>Agreement terms and conditions.   |   | Provider complies to the Commonwealth's<br>satisfaction. Source: Records and Material<br>relating to Project Agreement and other<br>information reasonably requested by the<br>Commonwealth and feedback from other releva<br>persons or organisations. |                 | cords and Material<br>ement and other<br>requested by the<br>dback from other relevant |  |  |
| 2                                    | M1 - Number and propo<br>people employed in deli  | Number and % of staff employed in delivery of<br>Project who are Indigenous. Source: Provider<br>census taken 1 mth after Project Start Date and<br>then 31 Mar & 30 Sept each year during which<br>the Project is delivered, or other dates specified<br>by Commonwealth |   |                 |  |  |  |
| used t<br>The in<br>Any cl<br>Busine | The information listed below on location, service area and the attributed PMC grant amounts will be<br>used by us to provide reports, by region, on PMC grants.<br>The information may be published on a Commonwealth web site.<br>Any changes to the location or service area information must be advised to us in writing within thirty (30)<br>Business Days of any change commencing and will be subject to our written approval. |   |   |                 |  |  |  |
|                                      | Location information<br>ave advised that all or part  | t of the Activity will be   | delivered fro   | om the location | on(s) specified below:   |  |  |
|                                      | Location Type   | Name  |   | Address         |  |  |  |
| 1                                    |   | s 47F   |   | s 47F           |  |  |  |
| ltem G                               | Service Area  |   |   |                 |  |  |  |
| You ha                               | ave advised that the Activi   | ty will service the serv  | /ice area(s) s  | specified belo  | ow.  |  |  |
|                                      | Туре  |   |   | Servic          | e Area   |  |  |
| 1                                    | Not Specified   |   |   |                 |  |  |  |
|                                      |   |   |   |                 |  |  |  |
| ltem H                               | Deliverables  |   |   |                 |  |  |  |
|                                      |   |   |   |                 |  |  |  |

| Description of deliverable<br>Final Report, outlining your experiences and what was gained from<br>attendance at the UN Permanent Forum on Indigenous Issues 2016 |            | Due Date   |  |  |
|---|------------|------------|--|--|
|   |            | 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         | 1 |
|---------------|---|
|               |   |
| s 47F<br>Dear |   |

National Offica – Culture & Capability Telephone: 1600 079 098 Postal address: PO 80x 6500 Canberre ACT 2800 Email: <u>CultureandCapabilityProgramme@pmc.gov.au</u>

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<br>Name Grant<br>GST) |            | SACS* (excl.<br>GST) | GST (if<br>applicable) | Total (incl.<br>GST) |  |
|---------------------------|--------------------------------|------------|----------------------|------------------------|----------------------|--|
| Culture and<br>Capability | EMRIP 2016<br>4-<br>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 \$22 on \$22 on \$22 or \$100 or \$22 or \$100 or

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

- 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 Involce', 'Taxable Supplies' and 'Tax Involce' 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>&</sup>lt;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>&</sup>lt;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 | <ul> <li>If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must</li> <li>(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</li> <li>(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</li> </ul> |

<sup>&</sup>lt;sup>3</sup> Refer Australian Accounting Standards Board 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.

 Item A Programme Information

 Programme name
 Culture and Capability Identified Projects

 Programme objectives

 Item B Your Information

 Organisation name
 \$ 47F

 ABN
 \$ 47F

s 47F

| Item C Grant Information                                |  |                     | 1                    | Las Carlos and                    |  |  |
|---|--|---------------------|----------------------|-----------------------------------|--|--|
| Total Grant amount                                      | Grant Amount<br>(excl. GST)  | SACS<br>(excl. GST) | GST (if applicable)  | Total (incl. GST)                 |  |  |
|   | \$5,500.00   | \$0.0               | 0 \$0.00             | \$5,500.00                        |  |  |
| Payment will be made upon<br>If applicable a SACS payme |  |                     | nerwise agreed by bo | oth parties.                      |  |  |
| Your bank account details                               | Financial Institution  |                     | : 47F                |                                   |  |  |
|   | BSB  |                     | 47F                  |                                   |  |  |
|   | Account Number   |                     | 17F                  |                                   |  |  |
|   | Account Name   |                     | s 47F                |                                   |  |  |
| Item D Activity Informatio                              | n  |                     |                      |                                   |  |  |
| Activity name   | EMRIP 2016 - 4-3   | BAGNQM2             |                      |                                   |  |  |
| Activity start date                                     | 19/05/2016   |                     |                      |                                   |  |  |
| Activity end date                                       | 31/07/2016   | 31/07/2016          |                      |                                   |  |  |
| Activity details<br>(what you must do)                  | Attend the 9 <sup>th</sup> session of the Expert Mechanism on the Rights of<br>Indigenous Peoples in Geneva Switzerland 11-15 July 2016 and sul<br>final report and financial acquittal report to the Department of Prime<br>Minister and Cabinet. Please ensure appropriate travel insurance to<br>required travel. |                     |                      | 2016 and submit a<br>ent of Prime |  |  |
| Item E Performance Infor                                | nation   |                     |                      |                                   |  |  |
| Performance Indic                                       | Performance Indicator  |                     |                      |                                   |  |  |

- (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.

#### 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:
  - 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 comp<br>Agreement terms ar  |   | Provider complies to the Commonwealth's<br>satisfaction. Source: Records and Material<br>relating to Project Agreement and other<br>information reasonably requested by the<br>Commonwealth and feedback from other relevan<br>persons or organisations. |  |  |  |  |
|--|--|---|--|--|--|--|--|
| 2  | M1 - Number and pr   | oportion of Indigenous<br>delivery of the Project.  | Project who ar<br>census taken then 31 Mar &   | of staff employed in delivery of<br>e Indigenous. Source: Provider<br>1 mth after Project Start Date and<br>30 Sept each year during which<br>lelivered, or other dates specified<br>ealth |  |  |  |
|  |  |   |  | ed PMC grant amounts will be   |  |  |  |
| used t<br>The in<br>Any ch<br>Busine                                   | by us to provide report<br>formation may be public<br>hanges to the location<br>ess Days of any chang<br><b>Location Informatio</b><br>ave advised that all or   | s, by region, on PMC gra<br>lished on a Commonwea<br>or service area informati<br>e commencing and will b<br>n<br>part of the Activity will be                  | ints.<br>Ith web site.<br>on must be advis<br>e subject to our<br>e delivered from t   | sed to us in writing within thirty (30)<br>written approval.<br>the location(s) specified below:   |  |  |  |
| used t<br>The in<br>Any ch<br>Busine                                   | by us to provide report<br>formation may be public<br>hanges to the location<br>ess Days of any chang<br>Location informatio   | s, by region, on PMC gra<br>lished on a Commonwea<br>or service area informati<br>e commencing and will b<br>n  | ints.<br>Ith web site.<br>on must be advis<br>e subject to our<br>e delivered from t   | sed to us in writing within thirty (30)<br>written approval.<br>the location(s) specified below:<br><b>dress</b>   |  |  |  |
| used t<br>The in<br>Any ch<br>Busine<br>Item F<br>You ha<br>1<br>tem G | by us to provide reports<br>formation may be public<br>hanges to the location<br>ess Days of any chang<br><b>Location informatio</b><br>ave advised that all or<br><b>Location Type</b><br>Direct Funded | s, by region, on PMC gra<br>lished on a Commonwea<br>or service area informati<br>e commencing and will b<br>n<br>part of the Activity will be<br>Name          | ints.<br>Ith web site.<br>on must be advis<br>e subject to our<br>e delivered from the<br>Ad   | sed to us in writing within thirty (30)<br>written approval.<br>the location(s) specified below:<br><b>dress</b><br>7F   |  |  |  |
| used t<br>The in<br>Any ch<br>Busine<br>Item F<br>You ha<br>1<br>tem G | by us to provide reports<br>formation may be public<br>hanges to the location<br>ess Days of any chang<br><b>Location informatio</b><br>ave advised that all or<br><b>Location Type</b><br>Direct Funded | s, by region, on PMC gra<br>lished on a Commonwea<br>or service area informati<br>e commencing and will t<br>n<br>part of the Activity will be<br>Name<br>s 47F | ints.<br>Ith web site.<br>on must be advis<br>e subject to our<br>e delivered from the<br>Ad   | sed to us in writing within thirty (30)<br>written approval.<br>the location(s) specified below:<br><b>dress</b><br>7F   |  |  |  |

| Description of delivera             | ble   | Due Date   |
|-------------------------------------|---|------------|
|                                     | our experiences and what was gained from<br>xpert Mechanism on the Rights of Indigenous | 31/07/2016 |
| Financial Acquittal Repo            | ort   | 31/07/2016 |
| Item I Agreement<br>completion date | 31/07/2016  |            |

s 47F 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") s 47F This Agreement is deemed to commence/have effect from 30,15,12016 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 \$ 47F in accordance with its rules: s 47F s 47F (Signature)s 47F (Name and position held by Signatory) 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 <u>or</u> 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



National Office – Culture & Cepability Telephone: 1800 079 098 Postal address: PO Box 6500 Canberra ACT 2600 Email: CultureandCapabilityProgramme@amc.gov.eu

Dears 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<br>Name                         | Grant<br>Amount (excl.<br>GST) | SACS* (excl.<br>GST) | GST (if<br>applicable) | Total (incl.<br>GST) |
|---------------------------|--|--------------------------------|----------------------|------------------------|----------------------|
| Culture and<br>Capability | UNPFII 2016<br>Attendance –<br>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

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

s 22

PMC Senior Adviser

27 April 2016

# Lichten of Office - Heldmerstore Contol Humans

#### 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>&</sup>lt;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>&</sup>lt;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>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.

<sup>&</sup>lt;sup>3</sup> Refer Australian Accounting Standards Board <u>www.aasb.gov.au</u>

- (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-Schodules

s 47F

| Item A Programme Information |   |  |  |  |
|------------------------------|---|--|--|--|
| Programme name               | Culture and Capability Strategic Investment |  |  |  |
| Programme objectives         |   |  |  |  |
| Item B Your Information      | 1   |  |  |  |
| Organisation name            | s 47F                                       |  |  |  |
| ABN                          | s 47F                                       |  |  |  |

| Item C Grant Information  |                             |                                 |                 |                                  |             |                     |  |
|---|-----------------------------|---------------------------------|-----------------|----------------------------------|-------------|---------------------|--|
| Total Grant amount  | Grant Amount<br>(excl. GST) | SACS<br>(excl. GST)             |                 | GST (if<br>applicable)           |             | Total (incl. GST)   |  |
|   | \$3,500.00                  | \$0                             | 0.00            | \$0.00                           |             | \$3,500.00          |  |
| Payment will be made upon   | of Offer or as              | othe                            | rwise agreed b  | y bo                             | th parties. |                     |  |
| If applicable a SACS payme  | nt may be made sep          | oarately.                       |                 | 75                               |             |                     |  |
| Your bank account details Financial Ins   |                             | 'n                              | s 47            | (F                               |             |                     |  |
|   | BSB                         |                                 | s 47            | 7F                               |             |                     |  |
|   | Account Number              |                                 |                 |                                  |             |                     |  |
| Account Name  |                             |                                 |                 |                                  |             |                     |  |
| Item D Activity Information   | 1                           |                                 |                 |                                  |             |                     |  |
| Activity name   | UNPFII 2016 Atte            | ndance - 4-359                  | SZHZ            | Ά                                |             |                     |  |
| Activity start date   | 27/04/2016                  |                                 |                 |                                  |             |                     |  |
| Activity end date   | 17/06/2016                  |                                 |                 |                                  |             |                     |  |
| Activity details<br>(what you must do)<br>Attend the United Nativi<br>in New York City, and<br>the Department of Print<br>travel insurance to cov |                             | and submit a f<br>Prime Ministe | inal r<br>r and | eport and finan<br>Cabinet. Plea | icial a     | acquittal report to |  |
| Item E Performance Inform   | nation                      |                                 |                 |                                  |             |                     |  |
| Performance Indica  | ator                        | Measur                          | е               |                                  |             |                     |  |

| 1                           | M2 - Extent of complian<br>Agreement terms and o       |   | Provider complies to the Commonwealth's<br>satisfaction. Source: Records and Material<br>relating to Project Agreement and other<br>information reasonably requested by the<br>Commonwealth and feedback from other relevant<br>persons or organisations.                 |   |  |  |
|-----------------------------|--|---|---|---|--|--|
| 2                           | M1 - Number and prop<br>people employed in del         |   | Number and % of staff employed in delivery of<br>Project who are Indigenous. Source: Provider<br>census taken 1 mth after Project Start Date and<br>then 31 Mar & 30 Sept each year during which<br>the Project is delivered, or other dates specified<br>by Commonwealth |   |  |  |
| used b<br>The inf<br>Any ch | y us to provide reports, b<br>formation may be publish | oy region, on PMC gra<br>led on a Commonwea<br>service area informati | nts.<br>Ith web site.<br>on must be a   | advised to us in writing within thirty (30) |  |  |
| ltem F<br>You ha            | Location information ave advised that all or pa        | rt of the Activity will be  | delivered fr  | rom the location(s) specified below:        |  |  |
|                             | Location Type  | Name  |   | Address                                     |  |  |
| 1                           |  | s 47F   |   | s 47F                                       |  |  |
|                             | Service Area   | ity will service the ser  | vice area(s)  | specified below.                            |  |  |
|                             | Туре   |   |   | Service Area                                |  |  |
| 1                           | Not Specified  |   |   |   |  |  |
|                             | •  |   |   |   |  |  |
|                             | Deliverables   |   |   |   |  |  |

| Description of delivera                               | Description of deliverable  |  |  |  |
|---|---|--|--|--|
| Final Report, outlining years attendance at the UN Pe | your experiences and what was gained from 17/06/2016<br>Permanent Forum on Indigenous Issues 2016 |  |  |  |
| Financial Acquittal Repo                              | Acquittal Report 17/06/2016   |  |  |  |
| Item I Agreement completion date                      |   |  |  |  |

| STEPSTORES          |                  | and the second   |   |  |
|---------------------|------------------|--|---|--|
| Organisation Id:    | s 47F            | 2.77997/2.0995/5.9992/2004/2-472-223923.294 <u>6</u> 4597493 | 181. Andréan de La Naradon (presidente des propietos en la propieto de propietos de propietos de la propietos | u garan kanan kanan dan kanan kanan kanan kanan dan kanan dan kanan dan kanan kanan kanan kanan kanan kanan ka |
| Agreement Id:       |                  |  |   |  |
| Schedule Id:        |                  |  |   |  |
| Parties             | Department of    | of the Prime Min   | as represented by and a<br>ister and Cabinet ABN<br>600 ("us", "we" or "our'                                  | 18 108 001 191, 1  |
|                     |                  |  |   |  |
| This Agreement is d | eemed to com     | imence/have ef   | fect from//   |  |
|                     | The Departme     |  | ustralia by the relevant D<br>Minister and Cabinet AB   |  |
| (Name of Department | al Representativ | ve)  | (Signature of Departme  | ental Representative)  |
|                     |                  |  |   |  |
|                     |                  |  |   |  |

(Position of Departmental Representative)

(Name of Witness in full)

Signed for and on behalf of s 47F

(Name and position held by Signatory)

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

(Signature of Witness)

(Signature)

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

n accordance with its rules:

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

(Signature of second Signatory/Witness)

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

| Organisation Id:  | s 47F                         |                            |                                    |                      |   |                |
|---|-------------------------------|----------------------------|------------------------------------|----------------------|---|----------------|
| Agreement ld:   |                               |                            |                                    |                      |   |                |
| Schedule Id:  |                               |                            |                                    |                      |   |                |
| Parties   |                               | the Prime N                | linister and                       | Cabinet ABN '        | cting through Th<br>18 108 001 191,<br>') |                |
| This Agreement is d   | eemed to comm                 | ience/have                 | effect from                        |                      |   |                |
| Signed for and on beh<br>by and acting through<br>18 108 001 191 in the<br>S 22 | The Denartment                | onwealth of<br>of the Prim | Australia by<br>e Min' <u>s 22</u> | the relevant D       | elegate, represe                          | nted           |
| (Name of Departmenta  | a Representative              | )                          | (Signau                            | пе ог рерагите       | ental Representa                          | tive)<br>7, 16 |
| SENTOR A<br>(Position of Department<br>s 22                                     | Duiso &<br>Ital Representativ | /e)                        | s 22                               |                      | ·   | <i></i>        |
| (Name of Witness in fu  | HI)                           |                            | (Signatu                           | re of Witness)       |   |                |
|   |                               |                            |                                    |                      | 13,1                                      | 7.16           |
| Signed for and on beh   | s 47F<br>alf of               |                            |                                    | in accordar<br>s 47F | nce with its rules:                       |                |
| s 47F<br>s 47F  | ζ                             |                            | s 47F                              | <u></u> ₹4 /         | <i>\</i>                                  |                |
| (Name and position he<br>Signatory/Name of Wit                                  | la by secona<br>ness) (いけや    | E55)                       |                                    |                      | bry/Witness                               | )<br>5,16      |



# Australian Government

# Department of the Prime Minister and Cabinet

National Office – Culture & Capability Telephone: 1800 079 098 Postal address: PO Box 6500 Canborra ACT 2600 Email: CultureandCapabilityProgramme@pmc.gov.au

# 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<br>Name                  | Grant<br>Amount (excl.<br>GST) | SACS* (excl.<br>GST) | GST (if<br>applicable) | Total (incl.<br>GST) |
|---------------------------|-----------------------------------|--------------------------------|----------------------|------------------------|----------------------|
| Culture and<br>Capability | Payment<br>UNPFII – 4-<br>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 \$22 on \$22 or or on email

Yours sincerely s 22

John Walker

A/g Assistant Secretary PMC

15 April 2016

# Letter of Olifer - 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>&</sup>lt;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>&</sup>lt;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>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.

<sup>&</sup>lt;sup>3</sup> Refer Australian Accounting Standards Board <u>www.aasb.gov.au</u>

- (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.

## Lener of Offere Schedule

## s 47F

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

| Item C Grant Information                                |   |     |      |                        |                   |
|---|---|-----|------|------------------------|-------------------|
| Total Grant amount                                      | Grant Amount<br>(excl. GST)   |     |      | GST (if<br>applicable) | Total (incl. GST) |
|   | \$5,500.00  | \$0 | 0.00 | \$0.00                 | \$5,500.00        |
| Payment will be made upon<br>If applicable a SACS payme |   |     | othe | rwise agreed by bo     | th parties.       |
| Your bank account details                               | Financial Institution   |     | s 4  | 7F                     |                   |
|   | BSB   |     | s 47 | 7F                     |                   |
|   | Account Number<br>Account Name  |     | s 47 | 7F                     |                   |
|   |   |     | s 47 | 7F                     |                   |
| Item D Activity Information                             | J   |     |      |                        |                   |
| Activity name   | Payment UNPFII - 4-33QW66R  |     |      |                        |                   |
| Activity start date                                     | 18/04/2016  |     |      |                        |                   |
| Activity end date                                       | 31/05/2016  |     |      |                        |                   |
| Activity details<br>(what you must do)                  | Attend the United Nations Permanent Forum on Indigenous Issues 2016<br>in New York City, and submit a final report and financial acquittal report to<br>the Department of Prime Minister and Cabinet. Please ensure appropriate<br>travel insurance to cover required travel. |     |      |                        |                   |
| Item E Performance Inform                               | ation   |     |      |                        |                   |

|  | Performance Indicator   |   | Measure   |   |  |  |
|--|---|---|---|---|--|--|
| 1  | M2 - Extent of compliance with Project<br>Agreement terms and conditions.   |   | Provider complies to the Commonwealth's<br>satisfaction. Source: Records and Material<br>relating to Project Agreement and other<br>information reasonably requested by the<br>Commonwealth and feedback from other relevant<br>persons or organisations. |   |  |  |
| 2  | people employed in delivery of the Project. Proceed the   |   |   | Number and % of staff employed in delivery of<br>Project who are Indigenous. Source: Provider<br>census taken 1 mth after Project Start Date and<br>then 31 Mar & 30 Sept each year during which<br>the Project is delivered, or other dates specified<br>by Commonwealth |  |  |
| used b<br>The in<br>Any ch<br>Busine<br>Item F | formation listed below on<br>by us to provide reports, by<br>formation may be published<br>hanges to the location or s<br>ess Days of any change co<br><b>E Location information</b><br>ave advised that all or par | y region, on PMC gra<br>ed on a Commonwea<br>ervice area informatio<br>ommencing and will b | nts.<br>Ith web site.<br>on must be a<br>e subject to   | advised to us<br>our written a  | s in writing within thirty (30)<br>approval. |  |
| Tou na   |   | -   |   | Address   |  |  |
| 1  | Location Type   | Name<br>'s 47F  |   | s 47F   |  |  |
| Item G   | Service Area  | L   | -4  |   |  |  |
| You ha   | ave advised that the Activi   | ty will service the ser   | vice area(s)  | specified be  | elow.  |  |
|  | Туре  |   |   | Servi   | ce Area                                      |  |
| 1  | 1 Not Specified   |   |   |   |  |  |
|  |   |   |   |   |  |  |
| ltem H   | Deliverables  |   |   |   |  |  |
| Descri   | iption of deliverable   |   |   |   | Due Date                                     |  |
|  | Report, outlining your expe<br>ance at the UN Permanen  |   |   |   | 17/06/2016                                   |  |

| Financial Acquittal Report          |            | 17/06/2016 |
|-------------------------------------|------------|------------|
| Item I Agreement<br>completion date | 31/05/2016 |            |

| Shenned and a                                  |                                  |  |                   |
|--|----------------------------------|--|-------------------|
| Organisation Id:                               | s 47F                            |  |                   |
| Agreement Id:                                  |                                  |  |                   |
| Schedule Id:                                   |                                  |  |                   |
| Parties  | Department of the Prim           | tralia, as represented by and acting the Minister and Cabinet ABN 18 108<br>ACT 2600 ("us", "we" or "our") |                   |
| Signed for and on be                           | ehalf of the <b>Commonwealth</b> | ave effect from//  | e, represented    |
| by and acting through<br>18 108 001 191 in the |                                  | rime Minister and Cabinet ABN  |                   |
| (Name of Departmen                             | tal Representative)              | (Signature of Departmental R   | epresentative)    |
|  |                                  |  | //                |
| (Position of Departme                          | ental Representative)            |  |                   |
| (Name of Witness in                            | full)                            | (Signature of Witness)   | <b>1</b>          |
|  |                                  |  |                   |
| Signed for and on be<br>accordance with its re |                                  |  | in                |
| (Name and position h                           | neld by Signatory)               | (Signature)  |                   |
| (Name and position h<br>Signatory/Name of W    |                                  | (Signature of second Signato   | ry/Witness)<br>// |

## 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 <u>or</u> 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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Document 7

| PDR: | MS | 16-00 | 1269 |
|------|----|-------|------|
|------|----|-------|------|

| PM&C<br>Secretary  | DEPARTMENT OF THE PRIME MINISTER AND CABINET  |
|--|---|
| Mr Tongue<br>Mr Matthews<br>Ms Taylor<br>Dr Walker<br>Ms | To: Minister for Indigenous Affairs (for decision by 20 April 2016 to enable funding processes to commence)   |
| Vandenrboek<br>PMO<br>\$ 22                              | APPROVAL TO FUND ABORIGINAL AND TORRES STRAIT ISLANDER<br>REPRESENTATIVES AT THE UNITED NATIONS EXPERT MECHANISM ON THE<br>RIGHTS OF INDIGENOUS PEOPLES (EMRIP)   |
| 5.22   | Recommendation(s) - that you:   |
|  | <ol> <li>Agree to use a non-competitive process to allocate \$22,000 (GST exclusive) from the<br/>Culture and Capability (C&amp;C) Programme in 2015-16 as a contribution to travel costs for<br/>four Aboriginal and Torres Strait Islander representatives to the United Nations Expert<br/>Mechanism on the Rights of Indigenous Peoples (EMRIP).</li> </ol>       |
|  | <ul> <li>Agreed Not Agreed</li> <li>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.</li> <li>NIGEL SCULLION</li> </ul> |
|  | Comments:   |
|  |   |
|  |   |

## **Key Points:**

- 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.
- In MS16-000915 you approved funding of \$18,000 for three participants (1<sup>s 47F</sup> 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 \$47F s 47F to provide a contribution to the costs of men attenuance at me ENTRIP. THIS CONTINUOUS will be \$5.500 each. The offers have been accepted by \$47F

4. s 47F declined the offer and we are in the process of making an offer to 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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participants to make their travel arrangements. If i<sup>s 47</sup> does not accept the offer, an approach will be made to

- 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 <u>Attachment A</u>.

John Walker A/g Assistant Secretary Strategic Policy and Coordination Branch Community Safety and Policy Division 14 April 2016 Policy Officer: Phone no: <sup>\$ 22</sup> Consultation: Housing, Land and Culture Division; Financial Accounting Branch

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Document 8



## **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.

| Activity ID:   | 4-3AGNQM2             |                             |
|--|-----------------------|-----------------------------|
| Programme/project:   | EMRIP 2016            |                             |
| Purpose:   | Fund <sup>s 47F</sup> | to attend the EMRIP in 2016 |
| Total value of<br>agreement(ie activity<br>value for all years of the<br>agreement): | \$5,000 GST exc       |                             |
| 2015-16 Funded amount:   | \$5,000               |                             |
| Activity Generated<br>Income:  | N/A                   |                             |
| Total value of funds to be acquitted:  | \$5,000               |                             |
| Actual approved<br>expenditure   | \$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  $\operatorname{contact}^{s 22}$  or  $\operatorname{s}^{s 22}$  or  $\operatorname{s}^{s 22}$ 

Yours sincerely,

s 22 Advisor Strategic Policy Branch s 22

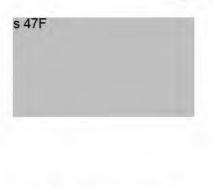
20 October 2017

Document 9



## Australian Government

## Department of the Prime Minister and Cabinet



National Office – Culture & Capability Telephone: 1800 079 098 Postal address: PO Box 6500 Canberra ACT 2600 Email: 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<br>Name              | Grant<br>Amount (excl.<br>GST) | SACS* (excl.<br>GST) | GST (if<br>applicable) | Total (incl.<br>GST) |
|---------------------------|-------------------------------|--------------------------------|----------------------|------------------------|----------------------|
| Culture and<br>Capability | EMRIP 2016<br>- 4-<br>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.

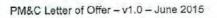
| The Grant Agreement Manager/Contact Officer<br>relating to this agreement is \$ 22 | for 135 to contact | *egarding any query or issue |
|--|--------------------|------------------------------|
| relating to this agreement is <sup>s</sup> 22<br>s 22                              | on <sup>522</sup>  | or on email                  |

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

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>&</sup>lt;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

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

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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
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- (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
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  - (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>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>&</sup>lt;sup>3</sup> Refer Australian Accounting Standards Board www.aasb.gov.au

<sup>&</sup>lt;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:

- 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 Infor  | nation                         |               |
|-------------------------|--------------------------------|---------------|
| Programme name          | Culture and Capability Identit | fied Projects |
| Programme objectives    | -                              |               |
| Item B Your Information |                                |               |
| Organisation name       | s 47F                          |               |
| ABN                     |                                | (7)           |

| Item C Grant Information                                |  |                                    |                    |                                      |                                 |  |
|---|--|------------------------------------|--------------------|--------------------------------------|---------------------------------|--|
| Total Grant amount                                      | Grant Amount<br>(excl. GST)  | SACS<br>(excl. GST)                |                    | SST (if<br>pplicable)                | Total (incl. GST)               |  |
|   | \$5,500.00   | \$0.                               | .00                | \$0.00                               | \$5,500.00                      |  |
| Payment will be made upon<br>If applicable a SACS payme |  |                                    | otherw             | ise agreed by bo                     | th parties.                     |  |
| Your bank account details                               | Financial Institution s 47F  |                                    |                    |                                      |                                 |  |
|   | BSB  | 5                                  | s 47F              |                                      |                                 |  |
|   | Account Number   |                                    | s 47F              |                                      |                                 |  |
|   | Account Name   |                                    | s 47F              |                                      |                                 |  |
| Item D Activity Information                             | n  |                                    |                    |                                      |                                 |  |
| Activity name   | EMRIP 2016 - 4-3AG26RY   |                                    |                    |                                      |                                 |  |
| Activity start date                                     | 19/05/2016   |                                    |                    |                                      |                                 |  |
| Activity end date                                       | 31/07/2016   |                                    |                    |                                      |                                 |  |
| Activity details<br>(what you must do)                  | Attend the 9 <sup>th</sup> sest<br>Indigenous People<br>final report and fin<br>Minister and Cabit<br>required travel. | es in Geneva S<br>ancial acquittal | witzerla<br>report | and 11-15 July 20<br>to the Departme | 016 and submit a<br>nt of Prime |  |
| Item E Performance Inforr                               | nation   |                                    |                    |                                      |                                 |  |
| Performance Indic                                       | ator   | Measure                            | Measure            |                                      |                                 |  |

|  | M2 - Extent of compliance with Project<br>Agreement terms and conditions.  |   | Provider complies to the Commonwealth's<br>satisfaction. Source: Records and Material<br>relating to Project Agreement and other<br>information reasonably requested by the<br>Commonwealth and feedback from other relevan<br>persons or organisations. |  |  |
|--|--|---|--|--|--|
| 2  | M1 - Number and p<br>people employed in  | A1 - Number and proportion of Indigenous<br>beople employed in delivery of the Project.<br>Number and % of staff employed in<br>Project who are Indigenous. Source<br>census taken 1 mth after Project Sta<br>then 31 Mar & 30 Sept each year du<br>the Project is delivered, or other dat<br>by Commonwealth |  |  |  |
| The in   | formation listed below   | v on location, service area   | a and the attributed PMC grant amounts will be   |  |  |
| used b<br>The in<br>Any ch<br>Busine                                   | by us to provide report<br>formation may be pub<br>hanges to the location<br>less Days of any chang<br>Location informatic   | ts, by region, on PMC gra<br>olished on a Commonwea<br>or service area informati<br>ge commencing and will I  | ants.  |  |  |
| used b<br>The in<br>Any ch<br>Busine                                   | by us to provide report<br>formation may be pub<br>hanges to the location<br>less Days of any chang<br>Location informatic   | ts, by region, on PMC gra<br>olished on a Commonwea<br>or service area informati<br>ge commencing and will I  | ants.<br>alth web site.<br>on must be advised to us in writing within thirty (30)<br>be subject to our written approval.   |  |  |
| used b<br>The in<br>Any ch<br>Busine                                   | by us to provide report<br>formation may be pub<br>hanges to the location<br>ess Days of any chang<br><b>Location information</b><br>ave advised that all or   | ts, by region, on PMC gra<br>olished on a Commonwea<br>or service area informati<br>ge commencing and will t<br>on<br>part of the Activity will be  | ants.<br>alth web site.<br>on must be advised to us in writing within thirty (30)<br>be subject to our written approval.<br>e delivered from the location(s) specified below:  |  |  |
| used b<br>The in<br>Any ch<br>Busine<br>Item F<br>You ha<br>1<br>tem G | by us to provide report<br>formation may be pub<br>hanges to the location<br>ess Days of any chang<br><b>Location informatio</b><br>ave advised that all or<br><b>Location Type</b><br>Direct Funded | ts, by region, on PMC gra<br>olished on a Commonwea<br>or service area informati<br>ge commencing and will I<br>on<br>part of the Activity will be<br>Name<br>s 47F   | ants.<br>alth web site.<br>on must be advised to us in writing within thirty (30)<br>be subject to our written approval.<br>e delivered from the location(s) specified below:<br>Address   |  |  |
| used b<br>The in<br>Any ch<br>Busine<br>Item F<br>You ha<br>1          | by us to provide report<br>formation may be pub<br>hanges to the location<br>ess Days of any chang<br><b>Location informatio</b><br>ave advised that all or<br><b>Location Type</b><br>Direct Funded | ts, by region, on PMC gra<br>olished on a Commonwea<br>or service area informati<br>ge commencing and will I<br>on<br>part of the Activity will be<br>Name<br>s 47F   | ants.<br>alth web site.<br>on must be advised to us in writing within thirty (30)<br>be subject to our written approval.<br>e delivered from the location(s) specified below:<br>Address<br>s 47F  |  |  |

| Item H Deliverables   |   |            |  |  |
|---|---|------------|--|--|
| Description of delivera   | ble   | Due Date   |  |  |
| Final Report, outlining year<br>attendance at the UN Ex<br>Peoples 2016 | our experiences and what was gained from<br>spert Mechanism on the Rights of Indigenous | 31/07/2016 |  |  |
| Financial Acquittal Repo  | rt  | 31/07/2016 |  |  |
| tem I Agreement 31/07/2016  |   |            |  |  |

| Organisation Id:<br>Agreement Id:   | s 47F   |  |
|---|---|--|
| adreement Id.   |   |  |
|   |   |  |
| Schedule Id:  |   |  |
| Parties   | Department of the Prin                                    | stralia, as represented by and acting through The<br>ne Minister and Cabinet ABN 18 108 001 191, 1<br>ACT 2600 ("us", "we" or "our") |
|   | s 47F   |  |
|   |   |  |
| This Agroomont is d   | loomod to commence /h                                     | ave affect from 1  |
| This Agreement is a   | leemed to commence/n                                      | ave effect from//  |
|   |   |  |
| Signed for and on beh<br>by and acting through<br>18 108 001 191 in the   | The Department of the F                                   | h of Australia by the relevant Delegate, represented<br>Prime Minister and Cabinet ABN   |
|   |   |  |
| (Name of Departmenta  | al Representative)  | (Signature of Departmental Representative)   |
|   |   |  |
|   |   |  |
|   |   |  |
| (Position of Departmen  | ntal Representative)                                      |  |
|   |   | (Signature of Witness)   |
|   |   | (Signature of Witness)   |
|   |   |  |
| (Name of Witness in fu  | ull)  |  |
| (Name of Witness in fu<br>Signed for and on beh   | ull)  |  |
| (Name of Witness in fu<br>Signed for and on beh   | ull)<br>half of ( <mark>\$ 47F</mark>                     | in accordance with its rules:  |
| (Name of Witness in fu<br>Signed for and on beh<br>47F<br>(Name and position he                                   | ull)<br>half of ( <mark>\$ 47F</mark>                     | in accordance with its rules:  |
| (Position of Department<br>(Name of Witness in fu<br>Signed for and on beh<br>47F<br>(Name and position he<br>17F | ull)<br>nalf of ( <mark>S 47F</mark><br>eld by Signatory) | in accordance with its rules:  |

## 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 <u>or</u> 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 |  |  | 1 |
|-------|--|--|---|
|       |  |  |   |
|       |  |  |   |
| -     |  |  |   |

National Office – Culture & Capability Telephone: 1800 079 088 Postal address: PO Box 6500 Canberra ACT 2800 Email: <u>CultureandCapabilityProcramme@pmc.gov.au</u>

|      | s 47F |  |
|------|-------|--|
| Deer | I I   |  |
| Dear | 1.000 |  |

#### 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<br>Name            | Grant<br>Amount (excl.<br>GST) | SACS* (excl.<br>GST) | GST (if<br>applicable) | Total (incl.<br>GST) |
|---------------------------|-----------------------------|--------------------------------|----------------------|------------------------|----------------------|
| Culture and<br>Capability | EMRIP 2016<br>4-<br>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.

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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.

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Yours sincerely,

s 22

PMC Senior Advisor

19 May 2016

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|-----|-----|--|
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<sup>&</sup>lt;sup>3</sup> Refer Australian Accounting Standards Board <u>www.aasb.gov.au</u>

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

| Item C Grant Information   |  |                                 |                  |  |                                   |
|--|--|---------------------------------|------------------|--|-----------------------------------|
| Total Grant amount   | Grant Amount<br>(excl. GST)                          | SACS<br>(excl. GST)             |                  | GST (if<br>applicable)                     | Total (incl. GST)                 |
|  | \$5,500.00   | \$                              | 0.00             | \$0.00                                     | \$5,500.00                        |
| Payment will be made upon s  | Payment will be made upon signing of the Letter of 0 |                                 |                  |  | oth parties.                      |
| If applicable a SACS paymer  | nt may be made sep                                   | parately.                       |                  |  |                                   |
| Your bank account details  | Financial Institutio                                 | n                               | s 4              | 7F   |                                   |
|  | BSB  |                                 | _s 4             | 7F   |                                   |
|  | Account Number                                       |                                 | s 4              | 7F   |                                   |
|  | Account Name   |                                 | s 47             | Ϋ́F  |                                   |
| Item D Activity Information  | 4  |                                 |                  |  |                                   |
| Activity name  | EMRIP 2016 - 4-3                                     | AGNQM2                          |                  |  |                                   |
| Activity start date  | 19/05/2016   |                                 |                  | ······                                     |                                   |
| Activity end date  | 31/07/2016   |                                 |                  |  |                                   |
| Activity details<br>(what you must do)<br>Attend the 9 <sup>th</sup> session<br>Indigenous Peoples in<br>final report and finance<br>Minister and Cabinet.<br>required travel. |  | es in Geneva<br>ancial acquitta | Switze<br>al rep | erland 11-15 July 2<br>ort to the Departme | 2016 and submit a<br>ent of Prime |
| Item E Performance Inform  | ation  |                                 |                  |  |                                   |
| Performance Indica   | tor  | Measu                           | re               |  |                                   |

| 1 | M2 - Extent of compliance with Project<br>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<br>Project who are Indigenous. Source: Provider<br>census taken 1 mth after Project Start Date and<br>then 31 Mar & 30 Sept each year during which<br>the Project is delivered, or other dates specified<br>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.

|   | Туре          | Service Area |
|---|---------------|--------------|
| 1 | Not Specified |              |

| ltem H Deliverables                 |   |            |
|-------------------------------------|---|------------|
| Description of delivera             | ble   | Due Date   |
|                                     | ur experiences and what was gained from<br>pert Mechanism on the Rights of Indigenous | 31/07/2016 |
| Financial Acquittal Report          | t   | 31/07/2016 |
| Item I Agreement<br>completion date | 31/07/2016  |            |

| Organisation Id:  | s 47F   |   |                  |
|---|---|---|------------------|
| Agreement Id:   |   |   |                  |
| Schedule ld:  |   |   |                  |
| Parties   | Department of the Prim  | tralia, as represented by and acting<br>e Minister and Cabinet ABN 18 10<br>CT 2600 ("us", "we" or "our") |                  |
|   | s 47F   |   |                  |
| Signed for and on b   | pehalf of the Commonwealth<br>gh The Department of the P                  | ve effect from///<br>of Australia by the relevant Delega<br>rime Minister and Cabinet ABN                 | ate, represented |
|   |   |   |                  |
| (Name of Departme   | ental Representative)   | (Signature of Departmental  |                  |
|   | ental Representative)<br>mental Representative)                           | (Signature of Departmental  | Representative)  |
| (Position of Departn  | nental Representative)  | (Signature of Departmental  |                  |
| (Position of Departn<br>(Name of Witness ir<br><b>Signed</b> for and on b | nental Representative)<br>n full)<br>pehalf of <sup>s 47F</sup>           |   |                  |
|   | nental Representative)<br>n full)<br>pehalf of <sup>s 47F</sup><br>rules: |   |                  |

## 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 <u>or</u> 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: <u>CultureandCapabilityProgramme@pmc.gov.au</u>

Dears 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<br>Name          | Grant<br>Amount (excl.<br>GST) | SACS* (excl.<br>GST) | GST (if<br>applicable) | Total (incl.<br>GST) |
|------------------------|---------------------------|--------------------------------|----------------------|------------------------|----------------------|
| Culture and Capability | EMRIP 2016<br>- 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 vertex contact regarding any query or issue relating to this agreement is \$ 22 on 5 or on email

Yours sincerely,

s 22

PMC Senior Advisor

20 May 2016

It effect of Chiler - Terms, and Conditionis,

#### 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

۰.

- 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>&</sup>lt;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>&</sup>lt;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 | lf 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 <u>www.aasb.gov.au</u>

<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.

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|--|--|
| Culture and Capability Identified Projects |  |
| -  |  |
|  |  |
| s 47F                                      |  |
| s 47F                                      |  |
|  | Culture and Capability Identified Projects - s 47F |

| Total Grant amount                                      | Grant Amount<br>(excl. GST)              | SACS<br>(excl. GST)                |       | GST (if<br>applicable)   | Total (incl. GST)                |
|---|--|------------------------------------|-------|--|----------------------------------|
|   | \$5,500.00                               | \$0                                | .00   | \$0.00   | \$5,500.00                       |
| Payment will be made upon<br>If applicable a SACS payme |  |                                    | othei | wise agreed by bo  | th parties.                      |
| Your bank account details                               | Financial Institutio                     | 'n                                 | s 47  | F  |                                  |
|   | BSB                                      |                                    | s 47  | F  |                                  |
|   | Account Number                           |                                    | s 47  | 7F   |                                  |
|   | Account Name                             |                                    | s 47  | 7F   |                                  |
| Item D Activity Information                             | n  |                                    |       |  |                                  |
| Activity name   | EMRIP 2016 - 4-3                         | ALP94A                             |       |  |                                  |
| Activity start date                                     | 20/05/2016                               |                                    |       |  |                                  |
| Activity end date                                       | 31/07/2016                               |                                    |       |  |                                  |
| Activity details<br>(what you must do)                  | Indigenous Peopl<br>final report and fir | es in Geneva S<br>nancial acquitta | witze | lechanism on the F<br>erland 11-15 July 2<br>ort to the Departme<br>appropriate travel i | 016 and submit a<br>ent of Prime |
| Item E Performance Inform                               | nation                                   |                                    |       |  |                                  |
| Performance Indic                                       | ator                                     | Measure                            | e     |  |                                  |

s 47F

| 1 | M2 - Extent of compliance with Project<br>Agreement terms and conditions.               | Provider complies to the Commonwealth's<br>satisfaction. Source: Records and Material<br>relating to Project Agreement and other<br>information reasonably requested by the<br>Commonwealth and feedback from other relevant<br>persons or organisations.                 |
|---|---|---|
| 2 | M1 - Number and proportion of Indigenous<br>people employed in delivery of the Project. | Number and % of staff employed in delivery of<br>Project who are Indigenous. Source: Provider<br>census taken 1 mth after Project Start Date and<br>then 31 Mar & 30 Sept each year during which<br>the Project is delivered, or other dates specified<br>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 |  |
|---------------|-------|---------|--|
| Direct Funded | s 47F | s 47F   |  |

#### Item G Service Area

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

| Туре            | Service Area |
|-----------------|--------------|
| 1 Not Specified |              |

| Item H Deliverables   |   |            |
|---|---|------------|
| Description of delivera   | ble   | Due Date   |
| Final Report, outlining year<br>attendance at the UN Ex<br>Peoples 2016 | our experiences and what was gained from<br>spert Mechanism on the Rights of Indigenous | 31/07/2016 |
| Financial Acquittal Repo  | rt  | 31/07/2016 |
| Item I Agreement<br>completion date                                     | 31/07/2016  | 1          |

| Organisation ld:   | s 47F   |   |  |
|--|---|---|--|
| Agreement Id:  |   |   |  |
| Schedule Id:   |   |   |  |
| Schedule Id:   |   |   |  |
| Parties  | Department of the Pr  | ustralia, as represented<br>rime Minister and Cabin<br>n ACT 2600 ("us", "we" | by and acting through The<br>et ABN 18 108 001 191, 1<br>or "our") |
| This Agreement is  | deemed to commence/   | /have effect from/.   | 1  |
| by and acting throug   | h The Department of the   | Ith of Australia by the re<br>Prime Minister and Ca                           | elevant Delegate, represented binet ABN                            |
| 18 108 001 191 in th   | e presence or.  |   |  |
| (Name of Departmer   |   | (Signature of I   | Departmental Representative)                                       |
| (Name of Departmer   |   | (Signature of I   |  |
| (Name of Departmer<br>(Position of Departm   | ntal Representative)<br>ental Representative)                                       |   |  |
| (Name of Departmer   | ntal Representative)<br>ental Representative)                                       | (Signature of I   |  |
| (Name of Departmer<br>(Position of Departm   | ental Representative)<br>ental Representative)<br>full)                             |   | <i>II</i>  |
| (Name of Departmer<br>(Position of Departm<br>(Name of Witness in<br><b>Signed</b> for and on be | ental Representative)<br>ental Representative)<br>full)                             |   | Vitness)   |
| (Name of Departmer<br>(Position of Departm<br>(Name of Witness in<br><b>Signed</b> for and on be | ntal Representative)<br>ental Representative)<br>full)<br>ehalf of <sup>s 47F</sup> | (Signature of V   | Vitness)   |

### Notes about the signature block:

\* 1 <sup>×</sup>(

- 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 <u>or</u> 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           |  |  |  |
|-----------------|--|--|--|
| -               |  |  |  |
| s 47F<br>Dear I |  |  |  |

National Office – Culture & Capability Telephone: 1800 079 098 Postal address: PO Box 6500 Canberra ACT 2600 Email: <u>CultureandCapabilityProgramme@pmc.gov.au</u>

#### 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<br>Name                   | Grant<br>Amount (excl.<br>GST) | SACS* (excl.<br>GST) | GST (if<br>applicable) | Total (incl.<br>GST) |  |
|---------------------------|------------------------------------|--------------------------------|----------------------|------------------------|----------------------|--|
| Culture and<br>Capability | EMRIP -<br> s 47F<br>4-<br>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 \$ 22 on \$ 22 or on email

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>&</sup>lt;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>&</sup>lt;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

<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

| Item A Programme Information |   |      |
|------------------------------|---|------|
| Programme name               | Culture and Capability Identified Proje | ects |
| Programme objectives         |   |      |
| Item B Your Information      | ·                                       |      |
| Organisation name            | s 47F                                   |      |
| ABN                          | s 47F                                   |      |

| Item C Grant Information                                   |   |              |             |                                   |                        |                   |
|--|---|--------------|-------------|-----------------------------------|------------------------|-------------------|
| Total Grant amount   | Grant Amount<br>(excl. GST)   | SAC<br>(excl | S<br>. GST) |                                   | GST (if<br>applicable) | Total (incl. GST) |
|  | \$5,500.00  |              | \$0         | 0.00                              | \$0.00                 | \$5,500.00        |
| Payment will be made upon s<br>If applicable a SACS paymer |   |              |             | othe                              | rwise agreed by bo     | oth parties.      |
|  |   |              |             | s 47                              | F                      |                   |
| Your bank account details                                  | Financial Institutio  | n            |             | - 17                              | -                      |                   |
|  | BSB   |              |             | s 47                              |                        |                   |
|  | Account Number  |              |             | s 47                              | F                      |                   |
|  | Account Name  |              |             | s 47                              | F                      |                   |
| Item D Activity Information                                |   |              |             |                                   |                        |                   |
| Activity name  | EMRIP - <sup>s 47F</sup>  |              | 4-3EHCI     | MHE                               |                        |                   |
| Activity start date  | 07/06/2016  |              |             |                                   |                        |                   |
| Activity end date  | 31/07/2016  |              |             |                                   |                        |                   |
| Activity details<br>(what you must do)                     | Attend the 9 <sup>th</sup> session of the Expert Mechanism on the Rights of<br>Indigenous Peoples in Geneva Switzerland 11-15 July 2016 and submit a<br>final report and financial acquittal report to the Department of Prime<br>Minister and Cabinet. Please ensure appropriate travel insurance to cover<br>required travel. |              |             | 2016 and submit a<br>ent of Prime |                        |                   |
| Item E Performance Inform                                  | ation   |              |             |                                   |                        |                   |
| Performance Indica   | tor   |              | Measur      | е                                 |                        |                   |

| 1  | M2 - Extent of compl<br>Agreement terms and   |  | satisfaction<br>relating to<br>information                                 | n. Sourc<br>Project /<br>n reason<br>vealth an  | to the Commonwealth's<br>ee: Records and Material<br>Agreement and other<br>hably requested by the<br>nd feedback from other relevant<br>sations. |
|--|---|--|--|---|---|
| 2  |   | 1 - Number and proportion of Indigenous<br>cople employed in delivery of the Project.  |  | Number and % of staff employed in delivery of<br>Project who are Indigenous. Source: Provider<br>census taken 1 mth after Project Start Date and<br>then 31 Mar & 30 Sept each year during which<br>the Project is delivered, or other dates specified<br>by Commonwealth |   |
| The in   | formation listed below  | on location convice area   | and the att  | ributed F   | <sup>o</sup> MC grant amounts will be   |
| used b<br>The in<br>Any ch<br>Busine                     | by us to provide reports<br>formation may be publi<br>hanges to the location of<br>ess Days of any change<br>   | , by region, on PMC gra<br>shed on a Commonwea<br>or service area informati<br>e commencing and will k   | ants.<br>alth web site.<br>on must be a<br>be subject to                   | advised t<br>our writt  | to us in writing within thirty (30)   |
| used b<br>The in<br>Any ch<br>Busine                     | by us to provide reports<br>formation may be publi<br>hanges to the location of<br>ess Days of any change<br>   | , by region, on PMC gra<br>shed on a Commonwea<br>or service area informati<br>e commencing and will k   | ants.<br>alth web site.<br>on must be a<br>be subject to                   | advised t<br>our writt  | to us in writing within thirty (30)<br>ten approval.<br>location(s) specified below:  |
| used b<br>The in<br>Any ch<br>Busine                     | by us to provide reports<br>formation may be publi<br>hanges to the location of<br>ess Days of any change<br><b>F Location information</b><br>ave advised that all or p   | by region, on PMC grashed on a Commonweat<br>or service area informatice commencing and will be<br>not the Activity will be                                | ants.<br>alth web site.<br>on must be a<br>be subject to                   | advised f<br>our writh<br>rom the I   | to us in writing within thirty (30)<br>ten approval.<br>location(s) specified below:  |
| used b<br>The in<br>Any ch<br>Busine<br>Item F<br>You ha | by us to provide reports<br>formation may be publi<br>hanges to the location of<br>ess Days of any change<br>Location information<br>ave advised that all or p  | , by region, on PMC gra<br>shed on a Commonwea<br>or service area informati<br>e commencing and will b<br>n<br>part of the Activity will be<br>Name        | ants.<br>alth web site.<br>on must be a<br>be subject to                   | advised to<br>our writh<br>rom the I  | to us in writing within thirty (30)<br>ten approval.<br>location(s) specified below:  |
| used b<br>The in<br>Any ch<br>Busine<br>Item F<br>You ha | by us to provide reports<br>formation may be public<br>hanges to the location of<br>ess Days of any change<br>F Location information<br>ave advised that all or p<br>Location Type<br>Direct Funded<br>S Service Area | , by region, on PMC gra<br>shed on a Commonwea<br>or service area informati<br>e commencing and will b<br>n<br>part of the Activity will be<br>Name        | ants.<br>alth web site.<br>on must be a<br>be subject to<br>e delivered fr | advised f<br>our writh<br>rom the I<br>Addres<br>s 47F  | to us in writing within thirty (30)<br>ten approval.<br>location(s) specified below:<br>ss  |
| used b<br>The in<br>Any ch<br>Busine<br>Item F<br>You ha | by us to provide reports<br>formation may be public<br>hanges to the location of<br>ess Days of any change<br>F Location information<br>ave advised that all or p<br>Location Type<br>Direct Funded<br>S Service Area | by region, on PMC grashed on a Commonweat<br>or service area information<br>commencing and will be<br>bart of the Activity will be<br><b>Name</b><br>s 47F | ants.<br>alth web site.<br>on must be a<br>be subject to<br>e delivered fr | advised to<br>our writh<br>rom the I<br>Addres<br>s 47F   | to us in writing within thirty (30)<br>ten approval.<br>location(s) specified below:<br>ss  |

| 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<br>completion date  | 31/07/2016 |            |

| Signatories  |   |  |
|--|---|--|
| Organisation ld: <sup>S</sup>  | : 47F   |  |
| Agreement Id:  |   |  |
| Schedule Id:   |   |  |
| Parties  | Department of the Print   | stralia, as represented by and acting through The<br>ne Minister and Cabinet ABN 18 108 001 191, 1<br>ACT 2600 ("us", "we" or "our") |
|  | s 47F   |  |
|  | The Department of the   | <b>h of Australia</b> by the relevant Delegate, represented<br>Prime Minister and Cabinet ABN  |
| (Name of Department  |   |  |
| (Name of Departmenta   | al Representative)  | (Signature of Departmental Representative)   |
| (Name of Department  | al Representative)  | (Signature of Departmental Representative)   |
|  |   |  |
|  | ntal Representative)  |  |
| (Position of Departme  | ntal Representative)  |  |
| (Position of Department  | ntal Representative)<br>ull)  | (Signature of Witness)   |
| (Position of Department<br>(Name of Witness in fu<br>Signed for and on beh                           | ntal Representative)<br>ull)<br>half of <sup>s 47F</sup>                      | (Signature of Witness)<br>//<br>n accordance<br>(Signature)  |
| (Position of Department<br>(Name of Witness in fu<br><b>Signed</b> for and on beh<br>with its rules: | ntal Representative)<br>ull)<br>half of <sup>s 47F</sup>                      | (Signature of Witness)<br>//<br>n accordance   |
| (Position of Department<br>(Name of Witness in fu<br><b>Signed</b> for and on beh<br>with its rules: | ntal Representative)<br>ull)<br>half of <sup>s 47F</sup><br>eld by Signatory) | (Signature of Witness)<br>//<br>n accordance<br>(Signature)  |

### 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 <u>or</u> 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.

#### Document 13

### UNCLASSIFIED

PDR: MS17-001403

### DEPARTMENT OF THE PRIME MINISTER AND CABINET

**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)

#### Recommendations - that you:

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, \$47F (\$5,000 each), and youth Aboriginal and Torres Strait Islander participants, \$47F (\$7,000 each), to attend the United Nations Permanent

Forum on Indigenous Issues (UNPFII).

Agreed / Not Agreed

#### OR

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, \$47F and \$47F (\$5,000 each), and youth Aboriginal and Torres Strait Islander participants, \$47F (\$10,000 each), to attend the United Nations Permanent

Forum on Indigenous Issues (UNPFII).

- Agreed / Not Agreed
- 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.

NIGEL SCULLI

Comments:

Date: 19.4.17

#### **Key Points:**

 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

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

s 22

### UNCLASSIFIED

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.
- 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
- 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 \$17F s 47F
- 5. <sup>s 47F</sup> 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 **s** 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 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 start in the organisation to which and start is belong, during the Forum.
- The additional funding to \$47F and \$47F and 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

### UNCLASSIFIED

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: <sup>s 22</sup> Phone no.<sup>s 22</sup>

Consultation: Housing, Land and Culture Division; Financial Accounting Branch

### ATTACHMENTS

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

### UNCLASSIFIED

### 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.

### Document 14

PDR: MS17-000064

Agreed / Please discuss

### DEPARTMENT OF THE PRIME MINISTER AND CABINET

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

### FUNDING APPROVAL FOR PARTICIPANTS AT UN FORA

| Recommendation - that you:   |   |
|--|---|
| 1. Agree to the proposed methodology for proporti<br>representation at international fora in 2017.<br>s 22 | oning \$40,000 in funding for Indigenous<br>Agreed / Please discu |
|  | Agreeu / I lease uiscu  |

NIGEL SCUL. Date: SKARAL LAMA SKARIWO AD Comments:

### **Key Points:**

PM&C Secretary Mr Tongue

Mr Sloan

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- 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.

- 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 <u>Attachment A</u>, 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.
- 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 <u>Attachment B</u>.

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

| s 22           |  |
|----------------|--|
| Policy Officer |  |
| Phone no:      |  |
|                |  |

For Official Use Only

ATTACHMENTS

ATTACHMENT A TABLE OF OPTIONS

ATTACHMENT B MINISTERIAL OBLIGATIONS UNDER THE COMMONWEALTH GRANT RULES AND GUIDELINES

## For Official Use Only

| OPTION | FUNDING   | METHODOLOGY   | BENEFITS and RISKS   | RECOMMENDATION  |
|--------|---|---|--|-----------------|
| £      | \$40,000 –<br>distributed<br>between<br>Redfern<br>Workshop,<br>AHRC and the<br>Department<br>to allocate | <ul> <li>Mixed process providing:</li> <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 AHRC runs an independent selection process for up to two participants (\$11,000)*.</li> <li>The Minister would invite the Redfern Workshop to nominate up to two individuals to attend UN fora on Indigenous issues.</li> <li>We would suggest the Redfern Workshop selects emerging (youth) leaders who independently may not have the financial capacity to attend.</li> <li>Opportunity for Redfern leaders to mentor.</li> <li>The Department would support identifying diverse and new participants where possible.</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> <li>It builds goodwill for the Australian Government<br/>domestically with both the AHRC and the<br/>Redfern Workshop.</li> <li>Demonstration of support for Indigenous<br/>Australian engagement and participation in<br/>decision making processes.</li> <li>Demonstration internationally by the Australian<br/>Government our commitment to work with<br/>Indigenous Australians and human rights groups,<br/>for which we have previously received praise at<br/>UN fora.</li> <li>Supports key aspects of Australia's bid for the UN<br/>Human Rights Council.</li> <li>Supports Australia's work in the lead up to the<br/>tenth anniversary of the UNDRIP.</li> </ul> | Recommended     |
| 2      | \$40,000 –<br>AHRC to<br>allocate   | <ul> <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> <li>It is expected that a small portion of the funding<br/>will be used to offset the administrative costs of<br/>running a comprehensive selection process.</li> </ul>   | Supported       |
| m      | \$40,000 – MO<br>allocation   | <ul> <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> <li>Criticism from key stakeholders.</li> <li>Resource intensive for the Department.</li> <li>Likely to result in negative tension for<br/>stakeholder relationships with Indigenous<br/>Australians, including members of the Redfern<br/>Workshop and the AHRC.</li> </ul>  | Not recommended |

#### 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.

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### For Official Use Only (FOUO)

Document 15

PDR: MS17-001492

### DEPARTMENT OF THE PRIME MINISTER AND CABINET

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

|  | ited Nations Permanent Forum on Indigenous Iss |
|--|--|
| (UNPFII).  | Agreed / Not Ag                                |
| <ol> <li>Agree to provide financial support<br/>s 47F</li> </ol> |  |
| NIGEL SCULLION   | Date: 19.4.17 PER ABA                          |
|  |  |

### Key Points:

PM&C Secretary Mr

Tongue Prof

Anderson Mr Sloan Ms

O'Connor

OTHER OFFICES

s 47F

- 1. The United Nations Permanent Forum on Indigenous Issues (UNPFII) will take place in New York from 24 April to 5 May 2017.
- 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:
  - Contribute funding to four participants who we understand are already planning to attend the forum. The additional three are well qualified: \$47F \$47F

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#### s 47F

- Contribute funding to only one participant,
   by Congress.
   S 47F
   who is on the list agreed
- 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 are 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: Phone no: <sup>s 22</sup> Consultation:

### For Official Use Only (FOUO)

### DEPARTMENT OF THE PRIME MINISTER AND CABINET PM&C Secretary Mr Tongue To: Minister for Indigenous Affairs (for decision and signature by 9 March 2017) Ms Hefren-Webb Mr Sloar NOMINEES FOR FUNDING TO ATTEND UN FORA 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. Noted 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. Signed / Not Signed NIGEL S Date: 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 <u>Attachment A</u>) to receive funding and a letter (at <u>Attachment B</u>) 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.

- 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<sup>s</sup> s 22 Phone no: <sup>s 22</sup>

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

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

gins and Mr Lattle Dear Dr H

s 47F

I am writing to you in the <sup>s 47F</sup> 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.

yrs sincerely NIGEL SCULLION

/ 2017

Parliament House CANBERRA ACT 2600

### NOT FOR PUBLIC DISCUSSION Shortlist of Youth Candidates

| Name (Gender) | State/Territory of residence,<br>nation (if known) | Specialties/focus |
|---------------|--|-------------------|
| s 47F         | nation (if known)<br>'s 47F                        | s 47F             |
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NOT FOR PUBLIC DISCUSSION

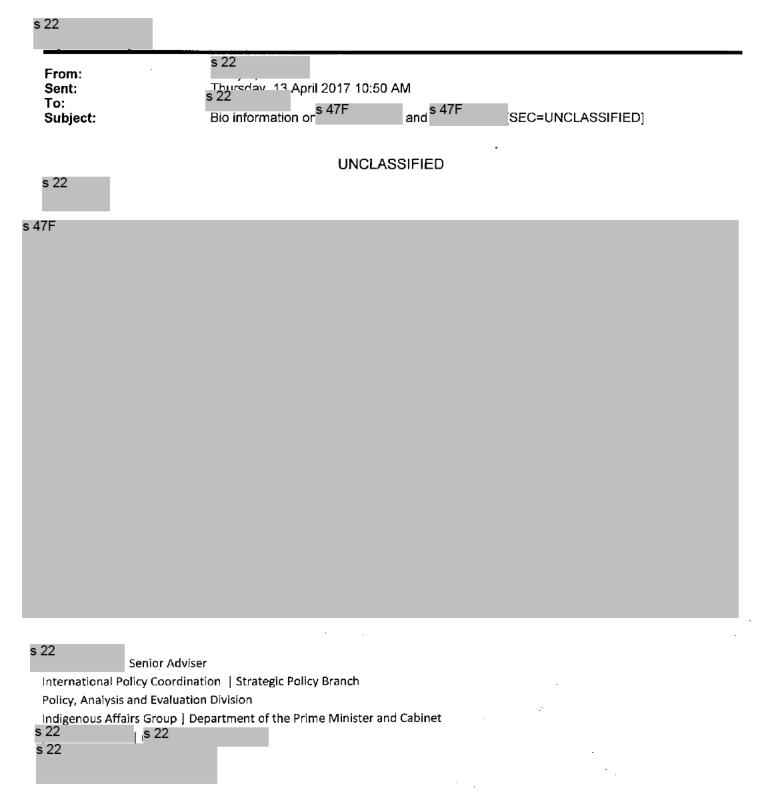
۰,

### NOT FOR PUBLIC DISCUSSION

### Shortlist of Established Representatives

| Name (Gender) | State/Territory of residence, nation<br>(if known) | Specialties/focus |
|---------------|--|-------------------|
| s 47F         |  | s 47F             |
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NOT FOR PUBLIC DISCUSSION



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:<br>Sent:<br>To:                                     | s 22<br>s 22   |
|   | Cc:<br>Subject:   | FW: \$47F [SEC=UNCLASSIFIED]   |
|   |   | UNCLASSIFIED   |
|   | s 22<br>Hi  |  |
|   | of organisations th these organisation                    | oked regarding registration, because all the people we are recommending at the moment are part<br>at have already registered with the UNPFII, is that people need to be part of organisations and<br>s need to be registered with the UNPFII. The application for registration of new Indigenous<br>ons and academics is closed, and has been for a little while (not sure how long, the date isn't on |
| - | So if this new perso<br>chance at all.                    | on is not part of an organisation that already has registration with the UNPFII they don't have any  |
|   |   | just now that if we really want someone to get late registration, who is part of a registered<br>lew York UN Post would need to pull strings and call in favours.  |
|   | International Policy (<br>Policy, Analysis and E          | or Adviser<br>Coordination   Strategic Policy Branch<br>Evaluation Division<br>roup   Department of the Prime Minister and Cabinet   |
|   | •   | cknowledges the traditional owners of country throughout Australia and their continuing connection<br>mmunity. We pay our respects to them and their cultures and to their elders both past and present.   |
|   | From: Is 22<br>Sent: Thursday, 13<br>To: Ryan<br>Subject: | April 2017 1-32 PM<br>S 22<br>[SEC=UNCLASSIFIED]   |
|   | s 22  | UNCLASSIFIED   |
|   |   |  |

#### 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 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



#### 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<br>Name | Grant<br>Amount (excl.<br>GST) | SACS* (excl.<br>GST) | GST (if<br>applicable) | Total (incl.<br>GST) |
|--|------------------|--------------------------------|----------------------|------------------------|----------------------|
| UN<br>Permanent<br>Forum on<br>Indigenous<br>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 Managor  | ntact Officer for you to contact | regarding any query or issue |
|--|----------------------------------|------------------------------|
| The Grant Agreement Managor/<br>relating to this agreement is<br>\$ 22 | on ( <sup>s 22</sup>             | or on email                  |

Yours sincerely s 22

PMC Senior Advisor 5 June 2017

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### Australian Government

### Department of the Prime Minister and Cabinet

# Leitter of Officir – Treims and Conditions

| 1.  | Paym  | ent and Australian Business Number   |  |  |
|-----|---|--|--|--|
| 1.1 |   | rant will be paid into the bank account specified in the Schedule within forty (40) ess Days <sup>1</sup> of the commencement of the Agreement.  |  |  |
| 1.2 | Numb<br>you do  | ayment of the Grant to you is dependent upon you providing your Australian Business<br>er <sup>2</sup> ( <b>'ABN'</b> ) or a statement explaining why you are not required to provide an ABN. If<br>o not meet these requirements then we will apply withholding tax to any payments<br>under the Agreement. |  |  |
| 2.  | <b>GS</b> ⊤   |  |  |  |
| 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 ' <b>GST</b> ', ' <b>Recipient Created Tax Invoice</b> ', ' <b>Taxable Supplies</b> ' and ' <b>Tax Invoice'</b> have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.  |  |  |  |
| 3.  | Privac  | У  |  |  |
| 3.1 | You aç  | ree, 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 <i>Privacy Act 1988</i> (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.  | Indem   | nity   |  |  |
| 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.  | Termiı  | nation   |  |  |
| 5.1 |   | gh you are not in default, we can terminate the Agreement, or reduce its scope, at any<br>/ giving you written notice.   |  |  |
| 5.2 |   | n immediately terminate the Agreement by giving you a written notice if: any of the ng occur:  |  |  |
|     | (a)   | you commit a breach of any of your obligations under the Agreement and we<br>consider that the breach cannot be rectified or you fail to rectify to our<br>satisfaction, and within a reasonable time, a breach which we consider is<br>capable of remedy; or  |  |  |

<sup>&</sup>lt;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>&</sup>lt;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
   (a) and a subject to the subject to the second paid with the subject to the second paid their subject to their subject to the second paid their subject t
- (c) repay any unspent or uncommitted SACS Supplementation in accordance with clause 8 of the Agreement; and

<sup>&</sup>lt;sup>3</sup> Refer Australian Accounting Standards Board <u>www.aasb.gov.au</u>

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.

# Letiter of Offer – Schedule

s 47F

| Item A Programme Info  | ormation   |
|------------------------|--|
| Programme name         | Culture and Capability Strategic Investment Priorities |
| Programme objectives   |  |
| Item B Your Informatio |  |
| Organisation name      | s 47F  |
| ABN                    | s 47F  |

| Item C Grant Information               |                             |                                |                   |   |                     |
|--|-----------------------------|--------------------------------|-------------------|---|---------------------|
| Total Grant amount                     | Grant Amount<br>(excl. GST) | SACS<br>(excl. GST)            |                   | GST (if<br>applicable)  | Total (incl. GST)   |
|  | \$5,000                     |                                | N/A               | N/A   | \$5,000             |
| Payment will be made upor              | n signing of the Letter     | r of Offer or a                | s othe            | rwise agreed by bo  | th parties.         |
| If applicable a SACS paym              | ent may be made sep         | parately.                      |                   |   |                     |
|  | Financial Institutio        | ก                              | s 4               |   |                     |
|  | BSB                         |                                | s 4               |   |                     |
|  | Account Number              |                                | _s 4              |   |                     |
| ,                                      | Account Name                |                                | s 47              | 7F  |                     |
| Item D Activity Informatio             |                             |                                |                   |   |                     |
| Activity name                          | UNPFII – <sup>s 47F</sup>   |                                |                   |   |                     |
| Activity start date                    | 20 April 2017               |                                |                   |   |                     |
| Activity end date                      | 30 June 2017                |                                |                   |   |                     |
| Activity details<br>(what you must do) | in New York City,           | and submit a<br>f Prime Minist | final r<br>er and | t Forum on Indigend<br>eport and financial<br>I Cabinet. Please e<br>vel. | acquittal report to |
| Item E Performance Infor               | mation                      |                                |                   |   |                     |
| Performance Indic                      | ator                        | Measu                          | re                |   |                     |

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| 1 | M2 - Extent of compliance with Project<br>Agreement terms and conditions.            | Provider complies to the Commonwealth's<br>satisfaction. Source: Records and Material<br>relating to Project Agreement and other<br>information reasonably requested by the<br>Commonwealth and feedback from other relevant<br>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<br>Project who are Indigenous. Source: Provider<br>census taken 1 mth after Project Start Date and<br>then 31 Mar & 30 Sept each year during which<br>the Project is delivered, or other dates specified<br>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.

|   | Туре          | Service Area |
|---|---------------|--------------|
| 1 | Not Specified |              |

| Item H Deliverables  |   |                          |  |
|--|---|--------------------------|--|
| Description of deliverable                                 |   | Due Date                 |  |
| attendance at the UN Perma<br>is not received you may be i | experiences and what was gained from<br>ment-Forum-on Indigenous Issues 2017. If this<br>ssued with a debt for the grant amount.<br>this is not received you may be issued with a | 30/06/2017<br>30/06/2017 |  |
| Item I Agreement<br>completion date                        | 30/06/2017  |                          |  |

| Organisation Id: | s 47F  |
|------------------|--|
| Agreement Id:    |  |
| Schedule ld:     |  |
| Parties          | <b>Commonwealth of Australia</b> , as represented by and acting through <b>The</b>   |
| Parties          | Commonwealth of Australia, as represented by and acting through The<br>Department of the Prime Minister and Cabinet ABN 18 108 001 191,<br>National Circuit, Barton ACT 2600 ("us", "we" or "our") |
| Parties          | Department of the Prime Minister and Cabinet ABN 18 108 001 191,   |

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) |
|  | 13,6,17                                    |
| SENIOR ADVISOR   |  |
| (Position of Departmental Representative)              | s 22                                       |
| s 22   |  |
| (Name of Witness in full)                              | (Signature of Witness)                     |
|  | 13,61.17                                   |
|  |  |
| o 475  |  |
| Signed for and on behalf of <sup>s 47F</sup><br>rules: | in accordance with its                     |
| Tules.   | 175  |
| s 47F  | s 47F                                      |
| 34/1   |  |
| (Name and position held by Signatory)                  | (Signature) s 47F                          |
| s 47F  | s 4/F                                      |
|  |  |
| (Name and position held by second                      | (Signature e, second eignatory/withess)    |
| Signatory/Name of 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 <u>or</u> 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 Offica - Culture & Capability Telephone: 1800 079 098 Postal attdross: PO Box 6500 Canberra AGT 2600 Email: <u>CultureandCapabilityProgramme@pmo.gov.au</u> 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<br>Name | Grant<br>Amount (excl.<br>GST) | SACS* (excl.<br>GST) | GST (lf<br>applicable) | Total (incl.<br>GST) |
|--|------------------|--------------------------------|----------------------|------------------------|----------------------|
| UN<br>Permanent<br>Forum on<br>Indigenous<br>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 \$ 22 on \$ 22 or on email

Yours sincerely, s 22

PMC Contract Manager

26 May 2017

|                       | r oji (C                        | difficat — Theathanss calak  | d Groundhilionnes  |
|-----------------------|---------------------------------|--|--|
| 1.                    | Paymen                          | t and Australian Business Nເ   | imber  |
| 1.1                   | The Gra                         |  | account specified in the Schedule within forty (40)  |
| 1.2                   | Number <sup>2</sup><br>you do r | ('ABN') or a statement explain   | endent upon you providing your Australian Business<br>ing why you are not required to provide an ABN. If<br>hen we will apply withholding tax to any payments  |
| 2.                    | GST                             |  |  |
| 2.1                   | for any T<br>us a Tay           | axable Supplies you make und   | us to issue you with a Recipient Created Tax Invoice<br>er the Agreement, You agree that you will not send<br>will notify us in writing of any changes to your GST<br>Agreement.   |
| 2.2                   | have any                        | ns ' <b>GST', 'Recipient Created 1</b><br>/ of the meanings used in the G<br>ns, or applicable rulings by the            | ax Invoice', 'Taxable Supplies' and 'Tax Invoice'<br>ST requirements, including any relevant legislation,<br>Australian Taxation Office.   |
| 3.                    | Privacy                         |  |  |
| 3.1                   | You agre                        | ee, in conducting the Activity:  |  |
|                       | (a)                             | not to do anything which, if do<br>the requirements of Division 2  | ne by the Commonwealth, would be a breach of<br>of Part III of the <i>Privacy Act 1988</i> (Cth); and  |
|                       | (b)                             | to comply with any of our dire<br>recommendations, to the exte   | ctions, guidelines, determinations or<br>nt that they are consistent with your obligations   |
|                       | (c)                             | referred to in 3.1(a); and you must notify us in writing o   | f any breach or possible breach of this clause 3.  |
| 4.                    | Indemni                         | ty   |  |
| 4.1                   | agents) a                       | against any loss or liability incur<br>or loss or expense incurred by<br>acts or omissions done by you                   | nnified) us (including our officers, employees and<br>red by us (including any loss or damage to our<br>us in dealing with any claim against us) arising<br>, or your employees or agents in connection with                                       |
| 5.                    | Termina                         | tion   |  |
| 5.1                   |                                 | you are not in default, we can t<br>jiving you written notice.   | erminate the Agreement, or reduce its scope, at any  |
| 5.2                   | We can<br>following             |  | eement by giving you a written notice if: any of the   |
|                       | (a)<br>(b)                      | consider that the breach cann<br>satisfaction, and within a reas<br>capable of remedy; or<br>you have come under externa | f your obligations under the Agreement and we<br>ot be rectified or you fall to rectify to our<br>onable time, a breach which we consider is<br>I administration, you have become bankrupt,<br>scretion form the view that you are, or may become, |
| <sup>1</sup> Business | Day mean                        | insolvent or are suffering finar   | ncial difficulty which we consider is affecting or may<br>unday, public or bank holiday in the place where the   |
|                       | ct is to be d                   |  |  |

•

<sup>&</sup>lt;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 | <ul> <li>At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:</li> <li>(a) a financial declaration; and/or</li> <li>(b) original receipts or other documents which account for the expenditure of the Grant.</li> </ul>   |
|     | 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:<br>(a) verify you have spent the Grant on the Activity in accordance with the<br>Agreement; and   |
|     | (b) specify the amount, if any, of the Grant that remains unspent.   |
| 6.5 | <ul> <li>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:</li> <li>(a) is based on proper accounts and records; and</li> <li>(b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and</li> </ul> |
|     | <ul> <li>(c) specifies the amount, if any, of the Grant that remains unspent; and</li> <li>(d) complies with the applicable Australian Accounting Standards<sup>3</sup>.</li> </ul>  |
| 6.6 | Any financial report or declaration must be certified by:<br>(a) your board; or<br>(b) your chief executive officer; or<br>(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 <i>Criminal Code Act 1995</i> (Cth).   |
| 7.  | SACS Supplementation   |
| 7.1 | If you have received a SACS Supplementation <sup>4</sup> amount for the Activity, you must<br>(a) only use the SACS Supplementation to meet the increase in wages for your<br>employees carrying out the Activity that resulted from the SACS Decision <sup>5</sup> ; and  |
|     | <ul> <li>(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</li> </ul>  |

<sup>&</sup>lt;sup>3</sup> Refer Australian Accounting Standards Board <u>www.aasb.gov.au</u>

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.

# Leither of Officer - Schredulle

s 47F

| Item A Programme Infor  | mation   |         |
|-------------------------|--|---------|
| Programme name          | Culture and Capability Strategic Investment Prio | prities |
| Programme objectives    |  |         |
| Item B Your Information |  |         |
| Organisation name       | s 47F  | 4       |
| ABN                     | s 47F  |         |

| Item C Grant Information   |                             |                |  |  |                     |
|--|-----------------------------|----------------|--|--|---------------------|
| Total Grant amount   | Grant Amount<br>(excl. GST) |                | ACS<br>excl. GST)                      | GST (if<br>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 othe                       | rwise agreed by bo                         | th parties.         |
| If applicable a SACS paymer  | nt may be made sep          | bar            | ately.<br>                             | ·  |                     |
| Your bank account details  | Financial Institutio        | n              |  |  |                     |
|  | BSB                         | -              | s 4                                    |  |                     |
|  | Account Number              | A REAL ADDRESS | 5 4                                    |  |                     |
|  | Account Name                |                | <sub>i</sub> s 4                       | 7F   |                     |
| Item D Activity Information  |                             |                |  |  |                     |
| Activity name  | UNPFII <sup>s 47F</sup>     |                |  |  |                     |
| Activity start date  | 20/04/2017                  |                |  |  |                     |
| Activity end date  | 30/06/2017                  |                |  |  |                     |
| Activity details<br>(what you must do)<br>Activity details<br>(what you must do)<br>Attend the United Na<br>in New York Clty, an<br>the Department of P<br>travel insurance to c |                             | and<br>Pr      | l submit a final r<br>ime Minister and | eport and financial<br>I Cabinet. Please e | acquittal report to |
| Item E Performance Inform  | ation                       |                |  |  |                     |
| Performance Indica   | tor                         |                | Measure                                |  |                     |

|   |   | AU   |
|---|---|--|
| 1 | M2 - Extent of compliance with Project<br>Agreement terms and conditions.                 | Provider complies to the Commonwealth's<br>satisfaction. Source: Records and Material<br>relating to Project Agreement and other<br>information reasonably requested by the<br>Commonwealth and feedback from other<br>relevant persons or organisations.                      |
| 2 | M1 – Number and proportion of<br>Indigenous people employed in delivery o<br>the Project. | Number and % of staff employed in delivery of<br>Project who are Indigenous. Source: Provider<br>census taken 1 mth after Project Start date and<br>then 31 Mar & 30 Sept each year during which<br>the Project is delivered, or other dates specified<br>by the 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  | r | Address |  |
|---|---------------|-------|---|---------|--|
| 1 | Work address  | s 47F | 1 | s 47F   |  |

### Item G Service Area

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

|   | Туре          | Service Area |
|---|---------------|--------------|
| 1 | Not Specified |              |

| Item H Deliverables                 | · · · · · · · · · · · · · · · · · · · |          |  |
|-------------------------------------|---------------------------------------|----------|--|
| Description of deliverab            | le                                    | Due Date |  |
| Item I Agreement<br>completion date | 30/06/2017                            |          |  |

| Signationies                                | 3   |                        |                          |
|---|---|------------------------|--------------------------|
| Organisation Id:                            | s 47F   |                        |                          |
| Agreement Id:                               |   |                        |                          |
| Schedule Id:                                |   |                        |                          |
|   | · · ·   |                        |                          |
| Parties                                     | Commonwealth of Austra<br>Department of the Prime<br>National Circuit, Barton AC<br>s 47F | Minister and Cabinet A | BN 18 108 001 191, 1     |
|   |   |                        |                          |
|   |   |                        | -                        |
| This Agreement is a                         | leemed to commence/have   | affect from 20/04/201  | 7                        |
|   | deemed to commence/have   | enect nom 20/04/201    | /                        |
|   |   |                        |                          |
| s 22<br>(Name or Departmer                  | ntal Representative)  | (Signature of Depar    | rtmental Representative) |
|   |   | (oignature of Depa     | SJ&1/.7                  |
| SENIOR AD                                   | ental Representative)   | s 22                   |                          |
| s 22  |   | 5 22                   |                          |
| (Name of Witness In                         | tull)   | (Signature of Witne    |                          |
|   |   |                        | 5,6,17                   |
|   | o 47E   |                        |                          |
| s 47F in accordance                         | ehalf of S 47 F<br>ce with its rules;   | s 47F                  |                          |
| s 47F                                       |   | 34/1                   | •                        |
|   |   | _                      |                          |
| (Name and position h                        | neld by Signatory)  |                        | .[.7                     |
| 47F   |   | s 47F                  |                          |
| (Name and position h<br>Signatory/Name of W | ield by second  | (Signature of secon    | d Signatory/Witness)     |
| - Simory Hullio of W                        |   |                        | 02 1061 2017             |
|   |   |                        |                          |
|   |   |                        |                          |
|   |   |                        |                          |

### 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 <u>or</u> 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.

### Document 18

| s 47F |    |   |
|-------|----|---|
|       |    |   |
|       |    |   |
| -     |    | _ |
|       | 7F |   |

Address: Prime Minister and Cabinet 16 Bowes Place, Phillip 2606 ACT Telephone: 02 6228 6732 TTY: 133 677 Website; www.dpmc.gov.au

### 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<br>Name | Grant<br>Amount (excl.<br>GST) | SACS* (excl.<br>GST) | GST (if<br>applicable) | Total (incl.<br>GST) |
|--|------------------|--------------------------------|----------------------|------------------------|----------------------|
| UN<br>Permanent<br>Forum on<br>Indigenous<br>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 / on s 22 or or on email s 22

s 22

PMC Senior Adviser 20 April 2017

| 1.  | Payment and Australian Business Number  |   |  |  |  |  |  |
|-----|---|---|--|--|--|--|--|
| 1.1 |   | Grant will be paid into the bank account specified in the Schedule within forty (40) ess Days1 of the commencement of the Agreement.  |  |  |  |  |  |
| 1.2 | Numb<br>you d   | ayment of the Grant to you is dependent upon you providing your Australian Business<br>er2 ( <b>'ABN'</b> ) or a statement explaining why you are not required to provide an ABN. If<br>o not meet these requirements then we will apply withholding tax to any payments<br>under the Agreement.                    |  |  |  |  |  |
| 2.  | GST   |   |  |  |  |  |  |
| 2.1 | for any<br>us a T   | are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice<br>y Taxable Supplies you make under the Agreement, You agree that you will not send<br>Fax Invoice, and agree that you will notify us in writing of any changes to your GST<br>that occur during the term of the Agreement. |  |  |  |  |  |
| 2.2 | have a  | 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.  | Privac  | y .   |  |  |  |  |  |
| 3.1 | You ag  | gree, 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 <i>Privacy Act 1988</i> (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.  | Indem   | nity  |  |  |  |  |  |
| 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.  | Termin  | nation  |  |  |  |  |  |
| 5.1 |   | gh you are not in default, we can terminate the Agreement, or reduce its scope, at any<br>/ giving you written notice.  |  |  |  |  |  |
| 5.2 |   | n immediately terminate or reduce the scope of the Agreement by giving you a written 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  |  |  |  |  |  |
|     |   | a 9.  |  |  |  |  |  |

TI.

<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
 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

- 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 Standards3.
- 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).

<sup>3</sup> Refer Australian Accounting Standards Board www.aasb.gov.au

### 7. **SACS Supplementation** 7.1 If you have received a SACS Supplementation4 amount for the Activity, you must only use the SACS Supplementation to meet the increase in wages for your (a) employees carrying out the Activity that resulted from the SACS Decisions: and (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Awards 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>&</sup>lt;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.

N/A No FOFMS

| Item A Programme Inf   | ormation                                    |        |  |
|------------------------|---|--------|--|
| Programme name         | Culture and Capability Strategic Investment |        |  |
| Programme objectives   |   | None S |  |
| Item B Your Informatio | 'n  |        |  |
| Organisation name      | s 47F                                       |        |  |
| ABN                    | s 47F                                       |        |  |

×

| Item C Grant Information                                |   |                     |                      |                   |  |
|---|---|---------------------|----------------------|-------------------|--|
| Total Grant amount                                      | Grant Amount<br>(excl. GST)   | SACS<br>(excl. GST) | GST (if applicable)  | Total (incl. GST) |  |
|   | \$10,000  | N/                  | A N/A                | \$10,000          |  |
| Payment will be made upon<br>If applicable a SACS payme |   |                     | nerwise agreed by bo | oth parties.      |  |
| Your bank account details                               | Financial Institution   |                     | s 47F                |                   |  |
|   | BSB   |                     | s 47F                |                   |  |
|   | Account Number  |                     |                      |                   |  |
|   | Account Name  |                     | s 47F                |                   |  |
| Item D Activity Information                             | n   |                     |                      |                   |  |
| Activity name   | UNPFII -  |                     |                      |                   |  |
| Activity start date                                     | 20/04/2017  |                     |                      |                   |  |
| Activity end date                                       | 30 June 2017  |                     |                      |                   |  |
| Activity details<br>(what you must do)                  | Attend the United Nations Permanent Forum on Indigenous Issues<br>2017 in New York City, and submit a final report and financial<br>acquittal report to the Department of Prime Minister and Cabinet.<br>Please ensure appropriate travel insurance to cover required travel. |                     |                      |                   |  |

11

|   | Performance Indicator  | Measure  |
|---|--|--|
| 1 | M2 - Extent of compliance with Project<br>Agreement terms and conditions.            | Provider complies to the Commonwealth's<br>satisfaction. Source: Records and Material<br>relating to Project Agreement and other<br>information reasonably requested by the<br>Commonwealth and feedback from other<br>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<br>Project who are Indigenous. Source: Provider<br>census taken 1 mth after Project Start date and<br>then 31 Mar & 30 Sept each year during which<br>the Project is delivered, or other dates<br>specified by the 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.

|   | Туре          | Service Area |  |
|---|---------------|--------------|--|
| 1 | Not specified |              |  |

| Item H Deliverables                                |  |            |
|--|--|------------|
| Description of delivera                            | ble  | Due Date   |
| attendance at th 2017.                             | tlining your experiences and what was gained from<br>e UN Permanent Forum on Indigenous Issues<br>ived you may be issued with a debt for the grant | 30/06/2017 |
| Financial Acquit<br>If this is not rece<br>amount. | al Report<br>ived you may be issued with a debt for the grant  | 30/06/2017 |
| Item   Agreement<br>completion date                | tem I Agreement 30/06/2017   |            |

| Organisation                                  | ld: N/A  |                        |   |
|---|--|------------------------|---|
| Agreement lo                                  | i: N/A   |                        |   |
| Parties                                       |  | Prime Minister and     | d by and acting through<br>Cabinet ABN 18 108 001<br>s", "we" or "our") |
| This Agreemer                                 | nt is deemed to commence/h   | ave effect from 20/04/ | /2017   |
| Commonweal<br>Delegate, repre<br>The Departme | I on behalf of the<br>th of Australia by the relevant<br>esented by and acting through<br>nt of the Prime Minister and<br>18 108 001 191 in the presence |                        |   |
| (Name of Depa                                 | (Name of Departmental Representative)  |                        | epartmental Representative)   |
|   |  |                        | <i>ll</i>   |
| (Position of Dep                              | partmental Representative)   | -0                     |   |
| (Name of Witne                                | ess in full)   | (Signature of W        | /itness)  |
|   |  |                        |   |
| Signed for and rules:                         | s 47F<br>on behalf of  |                        | in accordance with its  |
| I7F   | A CONTRACTOR OF A  | s 47F                  |   |
| (Name and pos                                 | ition held by Signatory)   | (Signature)<br>s 47F   | ndouloo   |
| s 47F   |  | (                      |   |
|   |  | Jignature of se        | econd Signatory/Witness)<br>20.14.24                                    |

| s 47F |  |  |  |
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|       |  |  |  |

Address: Prime Minis 16 Bowes P Phillip 2606 Telephone: 02 6228 673 TTY: 133 677 Website: www.dpmc.

Prime Minister and Cabinet 16 Bowes Place Phillip 2606 ACT 02 6228 6732 133 677 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<br>Name  | Grant<br>Amount (excl.<br>GST) | SACS* (excl.<br>GST) | GST (if<br>applicable) | Total    |
|--|-------------------|--------------------------------|----------------------|------------------------|----------|
| UN<br>Permanent<br>Forum on<br>Indigenous<br>Peoples | UNPFII -<br>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 <sup>s 22</sup> | on s 22            | or on email                  |
| s 22  |                    |                              |

| s 22 | ours | sincere          | alv. |    |  |
|------|------|------------------|------|----|--|
|      |      |                  |      |    |  |
|      |      | Senior<br>rch 20 |      | ər |  |

# Latenon enter renessand Som Biotics

### 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>&</sup>lt;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>&</sup>lt;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.

LONG TO MONTHE STOREDNI

s 47F

| Item A Programme Information | ation                                       |        |
|------------------------------|---|--------|
| Programme name               | Culture and Capability Strategic Investment | 7      |
| Programme objectives         |   | None S |
|                              |   |        |
|                              |   |        |
| Item B Your Information      | I   | _      |
| Organisation name            | s 47F                                       |        |
| ABN                          | s 47F                                       |        |
|                              |   |        |

| Item C Grant Information               |  |                     |       |                        |                   |
|--|--|---------------------|-------|------------------------|-------------------|
| Total Grant amount                     | Grant Amount<br>(excl. GST)                | SACS<br>(excl. GST) |       | GST (if<br>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      | other | wise agreed by bo      | th parties.       |
| If applicable a SACS payme             | nt may be made sep                         | arately.            |       |                        |                   |
| Your bank account details              | Financial Institution                      | 1                   | s 47  | Έ                      |                   |
|  | BSB  |                     | s 47  |                        |                   |
|  | Account Number                             |                     | s 47  | F                      |                   |
|  | Account Name                               |                     | s 47  | F                      |                   |
| Item D Activity Information            | ı  |                     |       |                        |                   |
| Activity name                          | UNPFII –                                   |                     |       |                        |                   |
| Activity start date                    | 29/03/2018                                 |                     |       |                        |                   |
| Activity end date                      | 30 June 2018                               |                     |       |                        |                   |
| Activity details<br>(what you must do) | Attend the United N<br>in New York City, a |                     |       |                        |                   |

| <br>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<br>Agreement terms and conditions.            | Provider complies to the Commonwealth's<br>satisfaction. Source: Records and Material<br>relating to Project Agreement and other<br>information reasonably requested by the<br>Commonwealth and feedback from other<br>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<br>Project who are Indigenous. Source: Provider<br>census taken 1 mth after Project Start Date<br>and then 31 Mar & 30 Sept each year during<br>which the Project is delivered, or other dates<br>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.

|   | Туре          | 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. | 30/06/2018 |  |
| If this is not received you may be issued with a debt for the grant amount.   |            |  |
| Financial Acquittal Report  | 30/06/2018 |  |

| If this is no<br>amount.                  | received you may be issu   | ed with a debt for the gra | ant                    |          |
|---|--|----------------------------|------------------------|----------|
| Item I Agreement completion date          | 30/06/2018   |                            |                        |          |
|   | s 47F  |                            |                        |          |
| Organisation Id:                          | S 47 F   |                            |                        |          |
| Agreement Id:                             |  |                            |                        |          |
| Parties<br>S 4                            | Commonwealth of Au<br>The Department of the<br>191, 1 National Circuit,<br>47F                               | Prime Minister and         | Cabinet ABN 18 108     | h<br>001 |
| This Agreement is o                       | leemed to commence/h   | ave effect from 29./0      | 03//8                  |          |
| Delegate, represente<br>The Department of | Australia by the relevant<br>ed by and acting through<br>the Prime Minister and<br>3 001 191 in the presence | s 22                       |                        |          |
|   | , ,  | (Signature of De           | partmental Representat | -        |
| Securic AD<br>(Position of Departments 22 | ાડલાદ<br>ental Representative)   | s 22                       | ×!].?                  | .1.!.¥   |
| (iname of witness in                      | uii)   | (Signature of Wit          | tness)                 |          |
|   |  |                            | 27,1                   | 118      |
| Signed for and on be rules:               | half of s 47F  |                            | accordance with its    |          |
| s 47F                                     |  | s 47F                      |                        |          |
| (Name and position be                     | ald hy Signaton)   | (Signature)                |                        |          |
| 47F                                       |  | s 47F                      | 25 03                  | 1.5      |
|   | eld by second  |                            | ond Signatory/Witness) |          |

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Document 20

### For Official Use Only (FOUO)

PDR: MS17-002285

### DEPARTMENT OF THE PRIME MINISTER AND CABINET

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 Agree/Discu |           | 000, from the Culture and Capability Programme stream, to<br>and <sup>s 47F</sup> to attend the tenth session of the<br>e Rights of Indigenous Peoples on 10-14 July 2017, in Genev |
|------------------|-----------|---|
| Comments:        | S 22      | Agree/Discus<br>Date: 15-6-17   |
|                  | Comments: |   |
|                  |           |   |

### **Key Points:**

PM&C Secretary Mr Tongue Mr Anderson

Mr Sloane

s 22

- 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.
- Funding of \$30,000 was provided to four participants to attend the LINPEII in New York on 24 April to 5 May 2017. These were \$ 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 travels 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**.

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|    | For Official Use Only (FOUO)   |
|----|--|
| 5. | s 47F  |
| 6. | s 47F  |
| 7. | Funding of \$40,000 (GST exclusive) for this activity has previously been allocated under<br>the Culture & Capability Programme. As of 30 May 2017, \$0.555 million was available as<br>unallocated funding in the C&C Programme. If you agree to use a non-competitive<br>process to allocate the \$10,000 from the C&C Programme, all the priorities identified for<br>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 s 22 Policy Officaries Phone no:

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### Document 21

PDR: MS17-000404

### **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 <u>Attachment A</u>) to receive funding and a letter (at <u>Attachment B</u>) 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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- 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.<sup>s</sup> 22 Phone no:

### 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

| 54/1   |  |  |
|--|--|--|
| National Congress of A<br>PO Box 1446<br>STRAWBERRY HILL | -  |  |
| s 47F  |  |  |
| I am writing to you in t                                 | s 47F  |  |
| s 47F  | , to seek your advice on potential recip<br>nent support to attend United Nations (UN) event |  |

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 13 /2017

### NOT FOR PUBLIC DISCUSSION Shortlist of Youth Candidates

| Name (Gender) | State/Territory of residence,<br>nation (if known) | Specialties/focus |
|---------------|--|-------------------|
| 47F           |  |                   |
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NOT FOR PUBLIC DISCUSSION

# NOT FOR PUBLIC DISCUSSION

### Shortlist of Established Representatives

| Name (Gender) | State/Territory of residence, nation (if known) | Specialties/focus |
|---------------|---|-------------------|
| 47F           |   |                   |
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# NOT FOR PUBLIC DISCUSSION

# Shortlist candidates – Youth representatives

|       | State/Territory of<br>residence, nation (if<br>known) | Relevant roles/awards | Specialties/focus | UN fora to attend |
|-------|---|-----------------------|-------------------|-------------------|
| s 47F |   |                       |                   |                   |

Shortlist candidates – Established representatives

| Name (Gender) State/Territory of Exp<br>residence, nation (if known) |                         |                   |                   |
|--|-------------------------|-------------------|-------------------|
|  | Experience/awards/roles | Specialties/focus | UN fora to attend |
|  |                         |                   |                   |

# Shortlist candidates – Established representatives

|   | ams                        |       |  |  |
|---|----------------------------|-------|--|--|
| - | Indigenous health programs |       |  |  |
| - | Indig                      |       |  |  |
|   |                            |       |  |  |
|   |                            |       |  |  |
|   |                            | s 47F |  |  |





### Australian Government

### Department of the Prime Minister and Cabinet

| s 47F         |   |
|---------------|---|
|               | _ |
| s 47F<br>Dear |   |

National Office – Culture & Capability Telephone: 1800 078 098 Postal address: PO Box 6500 Canberra ACT 2600 Email: <u>CultureandCapabilityProgramme@pmc.gov.au</u>

### 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<br>Name                 | Grant '<br>Amount (excl.<br>GST) | SACS* (excl.<br>GST) | GST (if<br>applicable) | Total (incl.<br>GST) |
|---------------------------|----------------------------------|----------------------------------|----------------------|------------------------|----------------------|
| Culture and<br>Capability | s 47F<br>- EMRIP – 4-<br>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/C relating to this agreement iss 22 | ontact Officer for yout contact | regarding any query or issue |
|---|---------------------------------|------------------------------|
| relating to this agreement iss 22                               | on <sup>s 22</sup>              | 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:
  - 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>&</sup>lt;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>&</sup>lt;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:

- 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>&</sup>lt;sup>3</sup> Refer Australian Accounting Standards Board www.aasb.gov.au

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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

| 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<br>(excl. GST)  | SACS<br>(excl. GS | ST)        | GST (<br>applica |             | Total (incl. GST) |
| •   | \$5,000.00   |                   | N/A        |                  | N/A         | \$5,000.00        |
| Payment will be made upon<br>If applicable a SACS payment | 0 0  |                   | er as othe | rwise aç         | greed by bo | th parties.       |
| Your bank account details                                 | Financial Instituti  | on                | s 4        | 7F               |             |                   |
|   | BSB  |                   | s 47       | 7F               |             |                   |
|   | Account Number   |                   |            |                  |             |                   |
|   | Account Name   |                   | s 47       | ΥF               |             |                   |
| Item D Activity Information                               |  |                   |            |                  |             |                   |
| Activity name s 47F - EMF                                 |  |                   | 52NHXH     | G                |             |                   |
| Activity start date                                       | 16/06/2017   |                   |            |                  |             |                   |
| Activity end date 31/08/2017                              |  |                   |            |                  |             |                   |
| Activity details<br>(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 201 Please ensure appropriate travel insurance to cover required travel. |                   |            | 10-14 July 2017. |             |                   |
| Item E Performance Inform                                 | ation  |                   |            |                  |             |                   |
| Performance Indica  | tor  | Mea               | asure      |                  |             |                   |

| 1                                    | M2 - Extent of compliar<br>Agreement terms and c                                       |  | satisfactio<br>relating to<br>informatio<br>Commony | complies to the Commonwealth's<br>n. Source: Records and Material<br>Project Agreement and other<br>n reasonably requested by the<br>vealth and feedback from other relevant<br>r organisations.                      |
|--------------------------------------|--|--|---|---|
| 2                                    | 2 M1 - Number and proportion of Indigenous people employed in delivery of the Project. |  |   | nd % of staff employed in delivery of<br>no are Indigenous. Source: Provider<br>ken 1 mth after Project Start Date and<br>ar & 30 Sept each year during which<br>t is delivered, or other dates specified<br>powealth |
| used b<br>The in<br>Any ch<br>Busine | by us to provide reports, b<br>formation may be publish                                | y region, on PMC gra<br>ed on a Commonwea<br>service area informatio | nts.<br>Ith web site.<br>on must be a               | advised to us in writing within thirty (30)   |
| You ha                               | ave advised that all or par  | t of the Activity will be  | delivered fi  | rom the location(s) specified below:  |
|                                      | Location Type  | Name   |   | Address   |
| 1                                    | Work   | s 47F  | s 47F   |   |
| Item G                               | Service Area   |  |   |   |
| You ha                               | ave advised that the Activ   | ity will service the serv  | vice area(s)  | specified below.  |
|                                      | Туре   |  |   | Service Area  |
| 1                                    | Not Specified  |  |   |   |
|                                      | · · · · · · · · · · · · · · · · · · ·  |  |   |   |

| Item H Deliverables                                       | Item H Deliverables  |            |  |  |  |
|---|--|------------|--|--|--|
| Description of deliverable                                |  | Due Date   |  |  |  |
|   | experiences and what was gained from<br>2017. If this is not received you may be issued<br>ount. | 31/08/2017 |  |  |  |
| Financial Acquittal Report. If debt for the grant amount. | 31/08/2017   |            |  |  |  |
| Item I Agreement completion date                          | 31/08/2017   |            |  |  |  |

| Signationes                                 | 5)<br>s 47F                                      |  |
|---|--|--|
| Organisation Id:                            |  |  |
| Agreement Id:                               |  |  |
| Schedule Id:                                |  |  |
| Parties                                     | Department of the Pr<br>National Circuit, Bartor | ustralia, as represented by and acting through The<br>ime Minister and Cabinet ABN 18 108 001 191, 1<br>n ACT 2600 ("us", "we" or "our") |
|   | s 47F  |  |
| This Agreement is                           | deemed to commence/h                             | ave effect from/   |
|   | h The Department of the                          | <b>h of Australia</b> by the relevant Delegate, represented<br>Prime Minister and Cabinet ABN  |
| (Name of Departme                           | ntal Representative)                             | (Signature of Departmental Representative)   |
| 3   |  |  |
| (Position of Departn                        | nental Representative)                           |  |
| (Name of Witness in                         | n full)  | (Signature of Witness)   |
|   |  | /  |
| Signed for and on k<br>s 47Fin accordance v | behalf of <sup>s 47F</sup><br>with its rules:    |  |
| (Name and position                          | held by Signatory)                               | (Signature)//  |
| (Name and position<br>Signatory/Name of V   |  | (Signature of second Signatory/Witness)  |
|   |  | · ·  |

PM&C Letter of Offer - v1.0 - June 2015

#### 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 <u>or</u> 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

Nutional Office - Culture & Capability Tolepkone: 1800 079 098 Postal adress: PO Box 6500 Canbarra ACT 2800 Email: <u>CultureardCapabilityProcemme@onc.nov.ex</u>



#### 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<br>(excl. GST) | SACS* (excl.<br>GST) | GST (if<br>applicable) | Total (incl. GST) |
|---------------------------|------------------------------|-----------------------------|----------------------|------------------------|-------------------|
| Culture and<br>Capability | s 47F<br>EMRIP 4-<br>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 is 22 on s 22 or on email s 22

PM&C Senior Advisor

20 June 2017

Yours sincerely s 22

Page 2

| 1.<br>1. |                               | มีข้ายที่ โลสมิทที่มีสามารถที่ได้ เอาหาย์∦ที่มีเข้างาน<br>   |  |  |  |
|----------|-------------------------------|--|--|--|--|
| 1.1      | The G                         | The Grant will be paid into the bank account specified in the Schedule within forty (4 Business Days¹ of the commencement of the Agreement.  |  |  |  |
| 1.2      | Numbe<br>you do               | nyment of the Grant to you is dependent upon you providing your Australian Business<br>er <sup>2</sup> ( <b>'ABN'</b> ) or a statement explaining why you are not required to provide an ABN. It<br>to not meet these requirements then we will apply withholding tax to any payments<br>under the Agreement.  |  |  |  |
| 2,       | GST                           |  |  |  |  |
| 2.1      | for any<br>us a Ta            | re registered for GST, you allow us to issue you with a Recipient Created Tax Invoice<br>Taxable Supplies you make under the Agreement, You agree that you will not send<br>ax Invoice, and agree that you will notify us in writing of any changes to your GST<br>that occur during the term of the Agreement.  |  |  |  |
| 2.2      | have a                        | The terms 'GST', 'Recipient Created Tax Involce', '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.       | Privac                        | ×.   |  |  |  |
| 3.1      | You ag                        | ree, in conducting the Activity:   |  |  |  |
|          | (a)                           | not to do anything which, if done by the Commonwealth, would be a breach of  |  |  |  |
|          | (b)                           | the requirements of Division 2 of Part III of the <i>Privacy Act</i> 1988 (Cth); and 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        | Indem                         | 1 <b>ity</b>   |  |  |  |
| 4.1      | agents)<br>propert<br>from an | ree to indemnify (and keep indemnified) us (including our officers, employees and<br>against any loss or liability incurred by us (including any loss or damage to our<br>y, or loss or expense incurred by us in dealing with any claim against us) arising<br>y acts or omissions done by you, or your employees or agents in connection with<br>eement.   |  |  |  |
| 5.       | Termination                   |  |  |  |  |
| 5.1      | Althoug<br>time by            | Although you are not in default, we can terminate the Agreement, or reduce its scope, at ar time by giving you written notice.   |  |  |  |
|          |                               | i immediately terminate the Agreement by giving you a written notice if: any of the goccur:  |  |  |  |
|          | (a)<br>(b)                    | you commit a breach of any of your obligations under the Agreement and we<br>consider that the breach cannot be rectified or you fail to rectify to our<br>satisfaction, and within a reasonable time, a breach which we consider is<br>capable of remedy; or<br>you have come under external administration, you have become bankrupt,<br>insolvent, or we in our sole discretion form the view that you are, or may become,<br>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.

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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 a any time we request to do so up to five (5) years after the Agreement completion date o earlier termination of the Agreement.  |
| 6.3        | <ul> <li>At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:</li> <li>(a) a financial declaration; and/or</li> <li>(b) original receipts or other documents which account for the expenditure of the Grant.</li> </ul>  |
|            | 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        | <ul> <li>Where the report specified at Item H of the Schedule is a financial declaration, you must:</li> <li>(a) verify you have spent the Grant on the Activity in accordance with the Agreement; and</li> <li>(b) specify the amount, if any, of the Grant that remains unspent.</li> </ul>   |
| 6.5        | <ul> <li>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:</li> <li>(a) is based on proper accounts and records; and</li> <li>(b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and</li> <li>(c) specifies the amount, if any, of the Grant that remains unspent; and</li> <li>(d) complies with the applicable Australian Accounting Standards<sup>3</sup>.</li> </ul> |
| 6,6        | Any financial report or declaration must be certified by:<br>(a) your board; or<br>(b) your chief executive officer; or<br>(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 <i>Criminal Code Act 1995</i> (Cth).  |
| 7          | SACS Supplementation  |
| 7.1<br>··· | <ul> <li>If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must</li> <li>(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</li> <li>(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</li> </ul>  |

<sup>&</sup>lt;sup>3</sup> Refer Australian Accounting Standards Board www.aasb.gov.au

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

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<sup>&</sup>lt;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>&</sup>lt;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.

|     |                                 | 1   |  |  |  |  |
|-----|---------------------------------|---|--|--|--|--|
|     | <u>(</u> c)                     | repay any unspent or uncommitted SACS Supplementation in accordance with<br>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 m<br>out be                 | oust repay the Grant (or the relevant part of it) to us in any of the circumstances set<br>low:   |  |  |  |  |
|     | (a)<br>(b)<br>(c)<br>(d)<br>(e) | we overpay you; or<br>we pay you an amount that you incorrectly claim; or<br>an amount of the Grant is unspent at the Agreement completion date; or<br>we pay you an amount that you are unable to spend in accordance with the<br>Agreement; or<br>you spend an amount other than in accordance with the Agreement.  |  |  |  |  |
| 8.2 |                                 | 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<br>Days until the date of repayment (and interest is calculated at the general<br>interest charge rate as specified in section 8AAD of the Taxation Administration<br>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,  | Comp                            | Complaints  |  |  |  |  |
| 9.1 | you mu<br>anothe<br>handle      | Complaints<br>You must establish and publicise the existence of a documented complaints process which<br>you must use to deal with any complaints by your clients unless otherwise required by<br>another part of the Agreement. If clients are unsatisfied with how their complaint was<br>handled by you then you must refer the client to our complaints service (details on our<br>website) for further investigation of the complaint. |  |  |  |  |
|     |                                 |   |  |  |  |  |

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Parts con call William - Scillarydhafter

s 47F

| Item A Programme Inform   | Item A Programme Information                            |  |  |   |  |
|---|---|--|--|---|--|
| Programme name Culture and Capability Strategic Investment Priorities |   |  |  |   |  |
| Programme objectives  |   |  |  |   |  |
| Item B Your Information   | <b>Anna and an an anna an anna an an an an an an an</b> |  |  | <u>لولغيسين - دي سيس - د منه السمع</u>  |  |
| Organisation name   | s 47F   |  |  |   |  |
| ABN   |   |  |  | - Alexandro - A |  |

| Item C Grant Information                                    |  | ۶.                  | - 2010-11-0 | 14.<br>             |   |
|---|--|---------------------|-------------|---------------------|---|
| Total Grant amount  | Grant Amount<br>(excl. GST)                                      | SACS<br>(excl. GST) |             | GST (if applicable) | Total (incl. GST)   |
|   | \$7,500.00   |                     | N/A         | N/A                 | \$7,500.00  |
| Payment will be made upon s<br>If applicable a SACS payment |  |                     |             | -                   | es,   |
| Your bank account details                                   | Financial Institution  |                     | rs 47       | F                   |   |
|   | BSB  | BSB                 |             | F                   |   |
|   | Account Number   |                     | s 47        | F                   |   |
|   | Áccount Name   |                     | s 47        | F                   | Co. Michael and Antonio and Antonio Contractional Contraction (Contraction)<br>Contraction (Contraction) (Contraction) (Contraction) (Contraction)<br>(Contraction) (Contraction) (Contraction) (Contraction) (Contraction)<br>(Contraction) (Contraction) (Contraction) (Contraction) (Contraction) (Contraction)<br>(Contraction) (Contraction) (Contract |
| Item D Activity Information                                 |  | _ 7                 |             |                     |   |
| Activity name   | s 47F - EMR  | IP - 4-52RSYPI      |             |                     | ,   |
| Activity start date   | 16/06/2017   |                     |             |                     |   |
| Activity end date   | 31/08/2017   |                     |             |                     |   |
| Activity details<br>(what you must do)                      | Attend the tenth se<br>Rights of Indigenou<br>Please ensure appl | us Peoples in (     | Gene        | va Switzerland on ′ | 10-14 July 2017,  |
| Item E Performance Informat                                 | <u></u>  |                     |             |                     |   |

PM&C Letter of Offer - v1.0 - June 2015

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|   | Performance Indicator  | Measure  |
|---|--|--|
| 1 | M2 - Extent of compliance with Project<br>Agreement terms and conditions,            | Provider complies to the Commonwealth's<br>satisfaction. Source: Records and Material relating to<br>Project Agreement and other information reasonably<br>requested by the Commonwealth and feedback from<br>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<br>who are Indigenous. Source: Provider census taken 1<br>mth after Project Start Date and then 31 Mar & 30<br>Sept each year during which the Project is delivered,<br>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.

|   | Туре          | Service Area |
|---|---------------|--------------|
| 1 | Not Specified | 44           |

| Item H Deliverables  | i.e.       |  |
|--|------------|--|
| Description of deliverable   | Due Date   |  |
| Final Report, outlining y<br>attendance at the UN EI<br>with a debt for the gran | 31/08/2017 |  |
| Financial Acquittal Repo<br>debt for the grant amou                              | 31/08/2017 |  |
| Item I Agreement<br>completion date  | 31/08/2017 | annen gering men for annen der Verstellen annen der Promet |

| a                             |  |  |  |
|-------------------------------|--|--|--|
| l legandantes                 | and the second |  | station and a  |
| Organisation Id:              | s 47F  |  |  |
| Agreement Id:                 |  |  |  |
| Schedule Id:                  |  |  |  |
|                               |  |  |  |
| Parties                       |  | , as represented by and acting thr<br>inister and Cabinet ABN 18 108 00<br>", "we" or "our") |  |
|                               | s 47F  |  |  |
|                               |  |  |  |
| This Agreement is de          | emed to commence/have effe   | act from 24,6117   |  |
|                               | ×  |  |  |
| acting through The Dep        | If of the Commonwealth of Aust<br>partment of the Prime Minister a   | ralia by the relevant Delegate, rep<br>and Cabinet ABN                                       | presented by and                                       |
| s 22                          | au provense u ative)   |  | na population and printing and printing a              |
| (,                            |  | (Signature of Departmental   | 22.19.17   |
| SENIOR AD                     | PISAR  |  | ~ mul ml m   |
| (Position of Departme<br>s 22 | ntal Representative)   | s 22   |  |
|                               |  | ·  | a come o a conservativo de la 2.256 con 2.2 a - Tripos |
| (Name of Witness in fu        |  | (Signature of Witness)   |  |
|                               |  |  | 2210117  |
|                               |  |  |  |
| Signed for and on behass 47F  |  | in accordance with i   | its rules:   |
|                               |  | s 47F  |  |
| (Name and position he         | ld hy Signatory)   | (signature) / A<br>s 47F   | <u>2  /06/2</u> 017<br>//                              |
| s 47F                         | ,  | s 47F  |  |
|                               |  | 1111   | 21/06/2017   |
| of Witness)                   | Id by second Signatory/Name<br>SENIOR CONSULTANT   | (Signature of second Signato   | ry/witness}  |
| -                             |  | V  | n-fidm<br>'  |
|                               |  |  |  |

PM&C Letter of Offer - v1.0 - June 2015

Page 6

# **Financial Acquittal Report**

# Attendance at UN EMRIP, 10-14 July 2017

| Item  | Ref | \$      |
|---|-----|---------|
| INCOME  |     |         |
| EMRIP Grant                                     |     | \$7,500 |
| TOTAL INCOME                                    |     | \$7,500 |
| EXPENDITURE                                     |     |         |
| 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   |
| TOTAL EXPENDITURE                               |     | \$7,778 |
| SURPLUS (DEFICIT)                               |     | \$(278) |

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.

s 47F

# a) Flights receipt

| Per p   | erson: AUD\$3,386.84 ()UD                                    | \$3,143.06 Base Fare AUD\$243.           | 78 Taxes & Carrier Imposed Fees )       |   |
|---|--|--|---|---|
| Canb  | erra, Australia, Canberra (C                                 | BR) - Geneva, Switzerla                  | nd, Geneve-Cointrin (GVA)               |   |
|   | <b>Emirates</b><br>Flight 5806<br>operated by Qantas Airways | departs CBR <b>6:30p</b><br>Fri, Jul 7   | arrives SYD <b>7:25p</b><br>Fri, Jul 7  | e |
|   | Boeing 717 Economy   |  |   |   |
|   | Connecti   | on in Sydney, Australia, Kingsf          | ord Smith (SYD) for 1h 45m              |   |
| <u></u>   | Emirates<br>Flight 413                                       | departs SYD <b>9:10p</b><br>Fri, Jul 7   | arrives DXB <b>5:40a</b><br>Sat, Jul 8  | C |
|   | Connectio  | on in Dubal, United Arab Emiral          | tes, Dubai (DXB) for 2h 50m             |   |
| -<br>Mail<br>Mail<br>Mail<br>Mail<br>Mail<br>Mail<br>Mail<br>Mail | Emirates<br>Flight 89  | departs DXB <b>8:30a</b><br>Sat, Jul 8   | arrives GVA <b>1:15p</b><br>Sat, Jul 8  | C |
|   | Boeing 777-300ER Econo                                       | my                                       |   |   |
| Gene  | va, Switzerland, Geneve-C                                    | ointrin (GVA) - Canberra,                | Australia, Canberra (CBR)               |   |
| al.   | Emirates<br>Flight 84  | departs GVA <b>9:40p</b><br>Fri, Jul 14  | arrives DXB <b>6:10a</b><br>Sat, Jul 15 | C |
|   | Boeing 777-200LR   Econo                                     | my                                       |   |   |
|   | Connectio  | on in Dubai, United Arab Emiral          | tes, Dubai (DXB) for 4h 25m             |   |
| <u>a</u>  | Emirates<br>Flight 434                                       | departs DXB <b>10:35a</b><br>Sat, Jul 15 | arrives BNE <b>6:25a</b><br>Sun, Jul 16 | C |
|   | Economy  |  |   |   |
|   | Connect  | tion in Brisbane, Australia, Bris        | bane Intl (BNE) for 2h 20m              |   |
| - 6-  | Emirates   | departs BNE 8-45a                        | arrives CBR 10:35a                      | a |

s 47F

# b) Accommodation receipt

| vation code: Hivid | vation code: HM5M3KMBN5. View receipt or make a change to the reservation. |                        |                     |  |  |
|--------------------|--|------------------------|---------------------|--|--|
| Check In           | Sat, Jul 08<br>Anytime after<br>2PM  | Check Out              | Fri, Jul 14<br>11AM |  |  |
| Address            | Route de Ferney<br>Genève, Genève<br>Switzerland<br>Get directions         | 1202                   |                     |  |  |
| House Rules        | No smoking<br>Not suitable for p   | pets                   |                     |  |  |
|                    | No parties or eve  |                        |                     |  |  |
|                    | Not safe or suital   | ole for children (0-12 | 2 years)            |  |  |
|                    | Check in is anyti  | me after 2PM           |                     |  |  |
|                    |  |                        |                     |  |  |
|                    | - Quiet house pol  | icy                    |                     |  |  |
| Billing            | 6 nights total   | \$1490 AU              |                     |  |  |
| Billing            | Detailed receipt   | \$1490 AC              |                     |  |  |

# c) Travel insurance receipt

| nate -    | transaction details   | ficietz   | Hiren |
|-----------|---|-----------|-------|
| 03 Jul 17 | V1938 02/07 AGA ASSISTANCE TOOWONG 07120689277<br>MISCELLANEOUS DEBIT | 131.00 DR | -     |

Note: AGA = Allianz Global Assistance

End of report

| From:    | s 22  |
|----------|---|
| То:      | 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   |
|----------|--|
| То:      | s 47F  |
| Cc:      | s 22   |
| Subject: | Offer of funding to attend UNPFII [SEC=UNCLASSIFIED] |
| Date:    | Thursday, 13 April 2017 5:46:11 PM                   |

#### UNCLASSIFIED

#### His 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

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.

# For Official Use Only

Document 27

PDR: MS18-001153

# DEPARTMENT OF THE PRIME MINISTER AND CABINET

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  $22^{16}$  and  $16^{27}$  April in New York.

NIGEL SCUI Comments:

Approved / Not Approved Date:

#### **Key Points:**

- As you approved in MS17-005785, your office provided the \$ 47F \$ 47F with a list of potential candidates for funding to attend United Nations (UN) fora in 2018.
- 2. s 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 \$47F would put forward three nominees, approved by the \$47F for funding to attend the eighteenth session of the \$47F \$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 <sup>\$ 47F</sup> 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.
  - The Department has also proposed three nominees from the short list provided by your Office. They provide expertise in <u>\$47F</u> and <u>and and informing policy</u> in Australia, representation from the \$47F

# For Official Use Only

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

s 22

# For Official Use Only

6. The proposed recipients are listed below, biographies are provided at <u>Attachment A</u>:

| i.        | s 47F |
|-----------|-------|
| ii.       |       |
|           |       |
| iii.      |       |
| iv.       |       |
| v.<br>vi. |       |

- 7. It is proposed that more established nominees are offered a contribution towards travel costs of \$5,000 each to attend the UNPFII, and that the younger nominees, <sup>s 47F</sup> and s<sup>47F</sup>, from remote areas are offered \$10,000 each.
- 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
   \$ 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 <u>Attachment B</u>.

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

## For Official Use Only

# For Official Use Only

ATTACHMENTS

### ATTACHMENT A BIOGRAPHIES

### ATTACHMENT B MINISTERIAL OBLIGATIONS UNDER THE COMMONWEALTH GRANT RULES AND GUIDELINES

For Official Use Only

| 47F |  |  |
|-----|--|--|
|     |  |  |
|     |  |  |

Address:Prime Minister and Cabinet16 Bowes PlacePhillip 2606 ACTTelephone:02 6228 6732TTY:133 677Website:www.dpmc.gov.au

Dears 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<br>Name  | Grant<br>Amount (excl.<br>GST) | SACS* (excl.<br>GST) | GST (if<br>applicable) | Total   |
|--|-------------------|--------------------------------|----------------------|------------------------|---------|
| UN<br>Permanent<br>Forum on<br>Indigenous<br>Peoples | UNPFII -<br>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 \$ 22 on \$ 22 or on email \$ 22

Yours sincerely, s 22

> PMC Senior Adviser 4 April 2018

# Lancence, Cherres Learns and Control Devices.

#### 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. **GS**T

- 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>&</sup>lt;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>&</sup>lt;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.

| 5 | 4 | 7 | F |
|---|---|---|---|
|   |   |   |   |
|   |   |   |   |

| Item A Programme Inform | nation                                      |        |
|-------------------------|---|--------|
| 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<br>(excl. GST)                | SACS<br>(excl. GST) |       | GST (if<br>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      | other | wise agreed by bo      | th parties.       |
| If applicable a SACS payme             | nt may be made sep                         | arately.            |       |                        |                   |
| Your bank account details              | Financial Institution                      |                     |       |                        |                   |
|  | BSB  |                     | s 47  | F                      |                   |
|  | Account Number                             | a                   | s 47  |                        |                   |
|  | Account Name                               |                     | s 47  | F                      |                   |
| Item D Activity Information            | ı  |                     |       |                        |                   |
| Activity name                          | s 47F<br>UNPFII –                          |                     |       |                        |                   |
| Activity start date                    | 04/04/2018                                 |                     |       |                        |                   |
| Activity end date                      | 30 June 2018                               |                     |       |                        |                   |
| Activity details<br>(what you must do) | Attend the United N<br>in New York City, a |                     |       |                        |                   |
|  |  |                     |       |                        |                   |

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<br>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<br>Project who are Indigenous. Source: Provider<br>census taken 1 mth after Project Start Date<br>and then 31 Mar & 30 Sept each year during<br>which the Project is delivered, or other dates<br>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.

|   | Туре          | 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. | 30/06/2018 |  |
| If this is not received you may be issued with a debt for the grant amount.   |            |  |
| 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<br>completion date                 | 30/06/2018  |  |
|---|---|--|
| Sternencommen                                       |   |  |
| rganisation Id:                                     | s 47F   |  |
| greement Id:  |   |  |
| arties  | The Department of the Pr  | lia, as represented by and acting through<br>ime Minister and Cabinet ABN 18 108 001<br>ton ACT 2600 ("us", "we" or "our") |
| S 4   | 47F   |  |
| his Agreement is o                                  | deemed to commence/have   | effect from/   |
| Delegate, represent<br>The Department of            | behalf of the<br>Australia by the relevant<br>ed by and acting through<br><b>the Prime Minister and</b><br>18 001 191 in the presence |  |
| Name of Departme                                    | ntal Representative)  | (Signature of Departmental Representative)   |
|   |   |  |
| Position of Departm                                 | nental Representative)  |  |
| (Name of Witness in                                 | n full)   | (Signature of Witness)   |
| <b>Signed</b> for and on b<br>accordance with its r | ehalf of <mark>s 47F</mark><br>rules:   | in   |
|   |   |  |
| Name and position                                   | held by Signatory)  | (Signature)//  |
| Name and position<br>Signatory/Name of V            |   | (Signature of second Signatory/Witness)  |

•

| · .   |  |  |                  |
|---|--|--|------------------|
| Organisation Id: <sup>s</sup>                       | 47F  |  |                  |
| Agreement Id:                                       |  |  |                  |
| Parties   | The Department of the  | stralia, as represented by and<br>Prime Minister and Cabine<br>Barton ACT 2600 ("us", "we" | t ABN 18 108 001 |
| s   | 47F  |  |                  |
| This Agreement is                                   | deemed to commence/ha  | ave effect from .2.9131.(8   |                  |
| Delegate, represent<br>The Department of            | ehalf of the<br>Australia by the relevant<br>ed by and acting through<br>the Prime Minister and<br>8 001 191 in the presence | s 22   |                  |
| (Name of Departme                                   | ntal Representative)   | (Signature of Departme)  |                  |
| (E.) of   |  |  | 27.19.18         |
| (Position of Departm<br>s 22                        | ental Representative)  | s 22   |                  |
| (Name of Witness in                                 | full)  | (Signature of Witness)   | 27.1.1.18        |
|   | s 47F  |  | in               |
| Signed for and on b<br>accordance with its i<br>47F | ules;  | s 47F  | in               |
| (Name and position/<br>s 47F                        | yeid by Signatory)   | s 47F  | £.14.1.18        |
| (Name and position<br>Signatory/Name of V           | held by second<br>Vitness)   | (Signature of second Sig   | gnatory/Witness) |
|   |  |  |                  |
|   |  |  |                  |

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

Dear s 47F

S

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

| Programme  | Activity<br>Name | Grant<br>Amount (excl.<br>GST) | SACS* (excl.<br>GST) | GST (if<br>applicable) | Total    |
|--|------------------|--------------------------------|----------------------|------------------------|----------|
| UN<br>Permanent<br>Forum on<br>Indigenous<br>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 \$ 22 on \$ 22 or on email

Yours sincerely.

PMC Senior Adviser 4 April 2018

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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

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>&</sup>lt;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>&</sup>lt;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

- 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).

<sup>&</sup>lt;sup>3</sup> Refer Australian Accounting Standards Board <u>www.aasb.gov.au</u>

#### 7. SACS Supplementation

- 7.1 If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must only use the SACS Supplementation to meet the increase in wages for your (a) 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 repay any unspent or uncommitted SACS Supplementation in accordance with (c) 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 an amount of the Grant is unspent at the Agreement completion date; or (C) we pay you an amount that you are unable to spend in accordance with the (d) Agreement; or you spend an amount other than in accordance with the Agreement. (e) 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 you must pay interest on the amount from the end of the twenty (20) Business (b) 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 we may recover the amount and any interest as a debt due to the (C) 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>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.

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s 47F

| Item A Programme Infor  | mation                                      |   |
|-------------------------|---|---|
| Programme name          | Culture and Capability Strategic Investment |   |
| Programme objectives    |   | N |
|                         |   |   |
|                         |   |   |
| Item B Your Information | · · ·                                       |   |
| Organisation name       | s 47F                                       |   |
| ABN                     | s 47F                                       |   |

| Item C Grant Information               |   |                |       |                        |                  |  |
|--|---|----------------|-------|------------------------|------------------|--|
| Total Grant amount                     | Grant Amount<br>(excl. GST)   |                |       | GST (if<br>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 | other | wise agreed by bo      | oth parties.     |  |
| If applicable a SACS payme             | nt may be made sep  | arately.       |       |                        |                  |  |
| Your bank account details              | Financial Institution   | 1              |       |                        |                  |  |
|  | BSB   |                | s 47F |                        |                  |  |
|  | Account Number  |                | s 47F |                        |                  |  |
|  | Account Name  |                | s 47F |                        |                  |  |
| Item D Activity Information            | 1   |                | -     |                        |                  |  |
| Activity name                          | s 47F<br>UNPFII -   |                |       |                        |                  |  |
| Activity start date                    | 03/04/2018  |                |       |                        |                  |  |
| Activity end date                      | 30 June 2018  |                |       |                        |                  |  |
| Activity details<br>(what you must do) | Attend the United Nations Permanent Forum on Indigenous Issues 20<br>in New York City, and submit a final report and financial acquittal repo |                |       |                        |                  |  |

None S

|                            | the Department of Prime<br>travel insurance to cove  | e Minister and Cabinet. Please ensure appropriate<br>r required travel.   |
|----------------------------|--|---|
| tem E                      | Performance Information  |   |
|                            | Performance Indicator  | Measure   |
| 1                          | M2 - Extent of compliance with Project<br>Agreement terms and conditions.  | Provider complies to the Commonwealth's<br>satisfaction. Source: Records and Material<br>relating to Project Agreement and other<br>information reasonably requested by the<br>Commonwealth and feedback from other<br>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<br>Project who are Indigenous. Source: Provider<br>census taken 1 mth after Project Start Date<br>and then 31 Mar & 30 Sept each year during<br>which the Project is delivered, or other dates<br>specified by Commonwealth |
| used b<br>The in<br>Any ch | formation listed below on location, service area<br>by us to provide reports, by region, on PM&C's g<br>formation may be published on a Commonwealt<br>hanges to the location or service area informatio<br>less Days of any change commencing and will be | rants.<br>h web site.<br>n must be advised to us in writing within thirty (30   |

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           |
|   | <b>Service Area</b><br>ave advised that the Activity wi | Il service the servic | e area(s) sp | pecified below. |
|   | Туре  |                       | Service A    | rea             |
| 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. | 30/06/2018 |  |  |  |
| If this is not received you may be issued with a debt for the grant amount.   |            |  |  |  |

| Financial A                             | cquittal Report  |                             | 30/06/2018             |
|---|--|-----------------------------|------------------------|
| If this is not<br>amount.               | received you may be issued w   | vith a debt for the grant   |                        |
| Item I Agreement<br>completion date     | 30/06/2018   |                             |                        |
|   |  |                             |                        |
| Organisation Id:                        | s 47F  |                             |                        |
| Agreement Id:                           |  |                             |                        |
| Parties<br>s 4                          | Commonwealth of Austra<br>The Department of the Pr<br>191, 1 National Circuit, Bar                           | ime Minister and Cabir      | net ABN 18 108 001     |
| his Agreement is o                      | deemed to commence/have  | effect from//               |                        |
| Delegate, represented The Department of | Australia by the relevant<br>ed by and acting through<br>the Prime Minister and<br>8 001 191 in the presence |                             |                        |
| (Name of Departme                       | ntal Representative)   | (Signature of Departm       | nental Representative) |
|   |  |                             | //                     |
| (Position of Departm                    | nental Representative)   |                             |                        |
| (Name of Witness in                     | ı full)  | ,<br>(Signature of Witness) | )                      |
|   |  |                             |                        |
| 47F                                     | s 47F  |                             |                        |
|   |  |                             |                        |
| (Name and position                      | held by Signatory)   | (Signature)                 |                        |
| (Name and position                      |  | (Signature of second S      | Signatory/Witness)     |
| Signatory/Name of V                     | Vitness)   |                             |                        |

### 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 <u>or</u> 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.

Address:Prime Minister and Cabinet<br/>16 Bowes Place<br/>Phillip 2606 ACTTelephone:02 6228 6732TTY:133 677Website:www.dpmc.gov.au

Letter of Offer

Dear

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

| Programme  | Activity<br>Name  | Grant<br>Amount (excl.<br>GST) | SACS* (excl.<br>GST) | GST (if<br>applicable) | Total   |
|--|-------------------|--------------------------------|----------------------|------------------------|---------|
| UN<br>Permanent<br>Forum on<br>Indigenous<br>Peoples | UNPFII -<br>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 \$22 on \$22 or on email

| Yours<br>s 22 | s sinc | erelv | 2 | - | _ |
|---------------|--------|-------|---|---|---|
|               |        |       |   |   |   |
|               |        |       |   |   |   |

PMC Senior Adviser 29 March 2018

### Leffenon@liferestictMucranolComdutions.

### 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>&</sup>lt;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>&</sup>lt;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.

s 47F

| Item A Programme Informa | ation                                       |      |
|--------------------------|---|------|
| Programme name           | Culture and Capability Strategic Investment |      |
| Programme objectives     |   | None |
| Item B Your Information  | I   |      |
| Organisation name        | s 47F                                       |      |
| ABN                      | s 47F                                       |      |

| Item C Grant Information                                |   |                           |                        |          |           |                   |  |
|---|---|---------------------------|------------------------|----------|-----------|-------------------|--|
| Total Grant amount                                      | Grant Amount<br>(excl. GST) SACS<br>(excl. GST) |                           | GST (if<br>applicable) |          |           | Total (incl. GST) |  |
|   | \$5,000   |                           | N/A                    |          | N/A       | \$5,000           |  |
| Payment will be made upon<br>If applicable a SACS payme |   |                           | other                  | wise agr | eed by bo | th parties.       |  |
| Your bank account details                               | Financial Institutior                           | 1                         |                        |          |           |                   |  |
|   | BSB   |                           | s 47                   | F        |           |                   |  |
|   | Account Number                                  |                           | s 47F                  |          |           |                   |  |
|   | Account Name                                    |                           | s 47                   | F        |           |                   |  |
| Item D Activity Information                             |   |                           |                        |          |           |                   |  |
| Activity name   | UNPFII – <sup>s 47F</sup>                       | JNPFII – <sup>s 47F</sup> |                        |          |           |                   |  |
| Activity start date                                     | 29/03/2018                                      |                           |                        |          | -         |                   |  |
| Activity end date                                       | 30 June 2018                                    |                           |                        |          |           |                   |  |
| Activity details<br>(what you must do)                  | Attend the United N<br>in New York City, a      |                           |                        |          |           |                   |  |

S

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.

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|  | 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<br>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<br>Project who are Indigenous. Source: Provider<br>census taken 1 mth after Project Start Date<br>and then 31 Mar & 30 Sept each year during<br>which the Project is delivered, or other dates<br>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.

|   | Туре          | 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. | 30/06/2018 |  |  |
| If this is not received you may be issued with a debt for the grant amount.   |            |  |  |
| Financial Acquittal Report  | 30/06/2018 |  |  |

| If this is not rec<br>amount.   | eived you may be issued v  | with a debt for the grant   |                   |
|---|--|---|-------------------|
| Item I Agreement completion date  | 30/06/2018   |   |                   |
|   |  |   |                   |
| s 4<br>Organisation Id:   |  |   |                   |
| greement Id:  |  |   |                   |
| Th  | e Department of the P<br>1, 1 National Circuit, Ba                     | alia, as represented by and a<br>rime Minister and Cabinet A<br>rton ACT 2600 ("us", "we" o | BN 18 108 001     |
| his Agreement is dee  | med to commence/have   | e effect from//   |                   |
| Signed for and on beha<br>Commonwealth of Aus<br>Delegate, represented b<br>The Department of the<br>Cabinet ABN 18 108 00<br>of: | stralia by the relevant<br>by and acting through<br>Prime Minister and |   |                   |
| (Name of Departmental   | Representative)  | (Signature of Departmenta   | l Representative) |
|   |  |   | !                 |
| (Position of Department   | al Representative)   | _   |                   |
| (Name of Witness in full  | )  | (Signature of Witness)  |                   |
|   |  |   | 11                |
| Signed for and on beha rules:   | s 47F  | in acco   | ordance with its  |
|   |  |   | 9                 |
|   |  |   |                   |
| (Name and position held   | d by Signatory)  | (Signature)   |                   |

.

| If this is no amount.                  | ot received you may be issued   | with a debt for the grant  |                       |
|--|---|--|-----------------------|
| Item I Agreement completion date       | 30/06/2018  |  |                       |
|  | ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~  |  |                       |
| Organisation Id:                       | 4-7ZOAZ9R   |  |                       |
| Agreement Id:                          |   |  |                       |
| Parties                                | The Department of the F   | ralia, as represented by an<br>Prime Minister and Cabin<br>arton ACT 2600 ("us", "wo | et ABN 18 108 001     |
|  | s 47F   |  |                       |
| This Agreement is                      | deemed to commence/hav  | e effect from .29.1.31.1   | <u>5.</u>             |
| Delegate, represer<br>The Department o | behalf of the<br>f Australia by the relevant<br>ated by and acting through<br>of the Prime Minister and<br>08 001 191 in the presence |  |                       |
| s 22                                   |   | s 22   |                       |
| (Name of Departm                       | ental Representative)   | (Signature of Departm  | ental Representative) |
| (                                      |   |  | 27.19.11.8            |
| Position of Depart                     | mental Representative)  |  |                       |
| s 22                                   |   | s 22   |                       |
| (Name of Witness                       | n tuli)   | (Signature of Witness)   |                       |
|  |   |  | 27.14.118             |
| Signed for and on                      | behalf o <sup>s 47F</sup>   | in g   | accordance with its   |
| 7F                                     |   | s 47F  |                       |
| (Name and position                     | held by Signatory)  | (Signature)  |                       |
| s 47F                                  |   | s 47F  | ··· <i>·</i> //       |
| (Name and position                     | held by second  | (Signature of second S   | Signatory/Witness)    |

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

29,03,2018

Address:Prime Minister and Cabinet<br/>16 Bowes Place<br/>Phillip 2606 ACTTelephone:02 6228 6732TTY:133 677Website:www.dpmc.gov.au



### 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<br>Name  | Grant<br>Amount (excl.<br>GST) | SACS* (excl.<br>GST) | GST (if<br>applicable) | Total    |
|--|-------------------|--------------------------------|----------------------|------------------------|----------|
| UN<br>Permanent<br>Forum on<br>Indigenous<br>Peoples | UNPFII -<br>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 Mana 22 <sup>2</sup> ort<br>relating to this agreement is<br>s 22 | officer for you to con<br>on \$ 22 | or on email |
|---|------------------------------------|-------------|
| Yours sincerely.<br>s 22  |                                    |             |

PMC Senior Adviser 29 March 2018

### Lateron enter renessand Som Bone

### 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>&</sup>lt;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>&</sup>lt;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.

Revenue and the second

s 47F

| Item A Programme Information |   |                     |  |  |
|------------------------------|---|---------------------|--|--|
| Programme name               | Culture and Capability Strategic Investment |                     |  |  |
| Programme objectives         |   | None S <sub>l</sub> |  |  |
| Item B Your Information      | - 475                                       |                     |  |  |
| Organisation name            | s 47F                                       |                     |  |  |
| ABN                          | s 47F                                       |                     |  |  |

| Item C Grant Information                        |  |                     |       |                        |                   |
|---|--|---------------------|-------|------------------------|-------------------|
| Total Grant amount                              | Grant Amount<br>(excl. GST)                | SACS<br>(excl. GST) |       | GST (if<br>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      | other | wise agreed by b       | oth parties.      |
| If applicable a SACS payme                      | nt may be made sep                         | arately.            |       |                        |                   |
| Your bank account details Financial Institution |  | 1                   | s 47  | Ϋ́F                    |                   |
|   | BSB  |                     | s 47  | F                      |                   |
|   | Account Number<br>Account Name             |                     | s 47  |                        |                   |
|   |  |                     | s 47  | F                      |                   |
| Item D Activity Information                     | 1  |                     |       |                        |                   |
| Activity name                                   | UNPFII – <sup>s 47F</sup>                  |                     |       |                        |                   |
| Activity start date                             | 29/03/2018                                 |                     |       |                        |                   |
| Activity end date                               | 30 June 2018                               |                     |       |                        |                   |
| Activity details<br>(what you must do)          | Attend the United N<br>in New York City, a |                     |       |                        |                   |

| 1 | 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<br>Agreement terms and conditions.            | Provider complies to the Commonwealth's<br>satisfaction. Source: Records and Material<br>relating to Project Agreement and other<br>information reasonably requested by the<br>Commonwealth and feedback from other<br>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<br>Project who are Indigenous. Source: Provider<br>census taken 1 mth after Project Start Date<br>and then 31 Mar & 30 Sept each year during<br>which the Project is delivered, or other dates<br>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.

|   | Туре          | 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. | 30/06/2018 |  |
| If this is not received you may be issued with a debt for the grant amount.   |            |  |
| Financial Acquittal Report  | 30/06/2018 |  |

| Item I Agreement<br>completion date       30/06/2018         Organisation Id:       \$ 47F         Agreement Id:       Parties         Commonwealth of Australia, as represented by and actin<br>The Department of the Prime Minister and Cabinet ABN<br>191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "d<br>\$ 47F         This Agreement is deemed to commence/have effect from 29.103.1/8         Signed for and on behalf of the<br>Commonwealth of Australia by the relevant<br>Delegate, represented by and acting through<br>The Department of the Prime Minister and<br>Cabinet ABN 18 108 001 191 in the presence<br>of:       \$ 22         (Name of Departmental Representative)       \$ 22         (Name of Departmental Representative)       \$ 22   | ting through<br>3N 18 108 001 |
|---|-------------------------------|
| Organisation Id:       S477         Agreement Id:       Parties         Commonwealth of Australia, as represented by and actin The Department of the Prime Minister and Cabinet ABM 191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "dis 47F         This Agreement is deemed to commence/have effect from 29.1.03.1/8         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)         Signature of Departmental Representative)   | ting through<br>3N 18 108 001 |
| Organisation Id:       S477         Agreement Id:       Parties         Commonwealth of Australia, as represented by and actin The Department of the Prime Minister and Cabinet ABM 191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "dis 47F         This Agreement is deemed to commence/have effect from 29, /.03, //8         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:         \$ 22         (Name of Departmental Representative)         Signature of Departmental Representative)  | ting through<br>3N 18 108 001 |
| Parties       Commonwealth of Australia, as represented by and acting The Department of the Prime Minister and Cabinet ABN 191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "dis 47F         This Agreement is deemed to commence/have effect from 29.103.1/8         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)         Standa Address         Standa Addres         Standa Ad | 3N 18 108 001                 |
| The Department of the Prime Minister and Cabinet ABN<br>191, 1 National Circuit, Barton ACT 2600 ("us", "we" or "d<br>s 47F         This Agreement is deemed to commence/have effect from 29.1.03.1/8         Signed for and on behalf of the<br>Commonwealth of Australia by the relevant<br>Delegate, represented by and acting through<br>The Department of the Prime Minister and<br>Cabinet ABN 18 108 001 191 in the presence<br>of:<br>s 22<br>(Name of Departmental Representative)         Signature of Departmental Representative)         Signature of Departmental Representative)   | 3N 18 108 001                 |
| Signed for and on behalf of the<br>Commonwealth of Australia by the relevant<br>Delegate, represented by and acting through<br>The Department of the Prime Minister and<br>Cabinet ABN 18 108 001 191 in the presence<br>of:<br>s 22<br>(Name of Departmental Representative)       s 22         (Name of Departmental Representative)       (Signature of Departmental Representative)         Secural ADDISAL<br>(Position of Departmental Representative)       s 22   |                               |
| 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)         Secure A ADDISAL         (Position of Departmental Representative)   |                               |
| Serie A Dersal s 22   |                               |
| (Position of Departmental Representative)   |                               |
| s 22  | 27,6,18                       |
| (Name or witness in tuil) (Signature of Witness)  |                               |
|   | 27,418                        |
| Signed for and on behalf of accordance  | nce with its                  |
| 7F  | ,                             |
| (Signature)<br>47F s 47F  |                               |

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File note

s 47F 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 participation.

s 47F participated for the duration of the event, representing the interests of Aboriginal and Torres Strait Islander Australians. Here attendance report is also attached.

Document 33

| From:<br>To:<br>Cc:<br>Subject: | s 22<br>s 47F<br>s 22<br>Attn s 47F - Support to attend the UN Permanent Forum on Indigenous Issues - 16-27 April 2018 in New<br>York, USA [SEC=UNCLASSIFIED] |
|---------------------------------|---|
| Date:                           | Monday, 26 March 2018 5:04:19 PM  |
| Attachments:                    | image001.jpg  |

### UNCLASSIFIED

### Dears 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 highlevel 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 <u>28 March</u>.

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 t | ouch with  | s 22           | on s | s 22 | or by email on |
|-----------------------------------|------------|----------------|------|------|----------------|
| s 22                              | if you hav | /e any questio | ons. |      |                |

Kind regards,

| s 22                    | Adviser                 |                 |                            |
|-------------------------|-------------------------|-----------------|----------------------------|
| International Engagem   | ent   Strategic Policy  | Branch          |                            |
| Policy Analysis and Eva | aluation Division   Dep | partment of the | Prime Minister and Cabinet |
| s 22                    |                         |                 |                            |
|                         |                         |                 |                            |
| One National Circuit B  | arton ACT 2600   PO     | Box 6500 CANB   | ERRA ACT 2600              |

Acknoweldgement

?

### UNCLASSIFIED

### Document 34

PDR: MS17-005785

| Recommendations - that you:  |   |
|--|---|
| <ol> <li>Approve the shortlist of can<br/>United Nations fora in 2018</li> </ol> | didates to receive Australian Government support to<br>at <u>Attachment A</u> .   |
|  | to which is a<br>r their consideration, requesting their advice on the s<br>idates they have identified, at <u>Attachment B</u> . |
| NIGEL SCULL  | Date: 20.2.   |

### **Key Points:**

- 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.
- 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 <u>Attachment A</u>) and a letter to the <sup>\$ 47F</sup> <u>at</u> <u>Attachment B</u>) 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: <sup>s 22</sup> Phone no: s 22 Consultation: Regional Network

### UNCLASSIFIED

| ATTACHMENTS |
|-------------|
|-------------|

ATTACHMENT A LIST OF CANDIDATES

ATTACHMENT B <sup>s 47F</sup>

### UNCLASSIFIED



### MINISTER FOR INDIGENOUS AFFAIRS

Reference: MS17-005785

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 crosssection 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

s 47F

NIGEL SCULLION

20/2/2018

# NOT FOR PUBLIC DISCUSSION

# Short of Established Representatives

| Current Role/s                  |       |
|---------------------------------|-------|
| STATE/TERRITORY<br>of Residence |       |
| NAME                            | S 47F |

s 47F



Australian Government Department of the Prime Minister and Cabinet

Address: Prime Minister and Cabinet 16 Bowes Place Phillip 2606 AGT Telephone: 02 6228 6732 TTY: 133 677 Website: <u>www.dpmc.gov.au</u>

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, onground 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 Days1 of the commencement of the Agreement.

The payment of the funds to you is dependent upon you providing your Australian Business Number2 ('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>&</sup>lt;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>&</sup>lt;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 you 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 tos 22

Yours sincerely

s 22

Rachel O'Connor Assistant Secretary Policy Analysis and Evaluation Division Indigenous Affairs Group 12 June 2018

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| 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<br>Mechanism on the Rights of Indigenous Peoples to be held in Geneva<br>from 9-13 July 2018, consistent with Australia's pledge to support<br>Indigenous representation in meetings of the United Nations.               |  |
| Activity details<br>(what you must do) | Attend the United Nations Expert Mechanism on the Rights of Indigenous<br>Peoples 2018 in Geneva, Switzerland, and submit a final report and<br>financial acquittal report to the Department of Prime Minister and Cabinet.<br>Please ensure appropriate travel insurance to cover required travel. |  |
| Item B Your Informatio                 | n   |  |
| Name                                   | s 47F   |  |

| Item C Grant Information  | l .                         |                      |                        |                   |
|---------------------------|-----------------------------|----------------------|------------------------|-------------------|
| Total Grant amount        | Grant Amount<br>(excl. GST) | SACS<br>(excl. GST)  | GST (if<br>applicable) | Total (incl. GST) |
|                           | \$7,500                     | N/A                  | N/A                    | \$7,500           |
| Payment will be made upo  | n signing of the Letter     | of Offer or as other | wise agreed by bo      | th parties.       |
| Your bank account details | Financial Institution       | s 47                 | F                      |                   |

|   | BSB                            | s 47F         |        |      |  |
|---|--------------------------------|---------------|--------|------|--|
|   |                                | s 47F         |        |      |  |
|   | Account Number                 |               |        |      |  |
|   | Account Name                   | s 47F         |        |      |  |
| Item D Agreement Information  | tion                           |               |        |      |  |
| Agreement name  | Expert Mechanism on the Rights | of Indigenous | Peop   | es   |  |
| Agreement start date  | 12/06//2018                    |               |        |      |  |
| Agreement end date  | 30/07/2018                     |               |        |      |  |
| Item E Deliverables   |                                |               |        |      |  |
| Description of deliverable  |                                |               | Due    | Date |  |
| Final Report, outlinin<br>attendance at the Ex<br>Peoples 2018.             |                                | 30/0          | 7/2018 |      |  |
| If this is not received you may be issued with a debt for the grant amount. |                                |               |        |      |  |
| Financial Acquittal Re  |                                | 30/07         | 7/2018 |      |  |
| If this is not received amount.   | the grant                      |               |        |      |  |

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<br>Commonwealth of Australia by the relevant  |                             |                                       |
|---|-----------------------------|---------------------------------------|
| Delegate, represented by and acting through<br>The Department of the Prime Minister and<br>Cabinet ABN 18 108 001 191 in the presence |                             |                                       |
| of:   | s 22                        |                                       |
| s 22  |                             | · .                                   |
| (Name of Departmental Representative)   | (Signature of Departmental  | Representative)                       |
|   |                             | 14062018                              |
| DIRETOR INTERNATIONALENC<br>(Position of Departmental Representative)   | AGENENT                     |                                       |
| (Position of Departmental Representative)   | s 22                        |                                       |
| s 22  |                             |                                       |
| (Name of Witness in full)   | (Signature of Witness)      | · · · · · · · · · · · · · · · · · · · |
|   |                             | 14,6,2018                             |
|   |                             | 11.1.91.0010                          |
|   |                             |                                       |
| Signed for and on behalf of   |                             | in                                    |
| accordance with its rules:  | s 47F                       |                                       |
| s 47F   |                             |                                       |
|   |                             |                                       |
| (Name and position held by Signatory)   | (Signature)<br>s 47F        |                                       |
| s 47F   | s 47F                       | 13,6,18                               |
|   |                             |                                       |
|   |                             |                                       |
| (Name and position held by second   | (Signature of second Signat | orv/Mitness)                          |

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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 <u>Help-AccountsPayable@pmc.gov.au</u> and Cc your Finance or Business Manager

and ob your i mance of Dusiness Manager

If you need assistance with codes contact your Finance or Business Manager

Please DO NOT forward hardcopy documents to Accounts Payable.

| Claimant Details   |  |   |
|--|--|---|
| s 47F<br>Name<br>Vendor Number (if known)<br>Relationship to PM&C Grant Red<br>Division/Section N/A  | ipient or Email  | er (N/A)<br>Iress<br>s 47F<br>one Number s 47F  |
| Claimant Bank Details (if vende  | or number not provided above, H  | R details are not linked)   |
| s 47F<br>Financial Institution<br>Account Name   | BSB s 47<br>Account I  | F<br>Number s 47F   |
| Claimant Signature (must be signature  | gned if providing bank details)  |   |
| Claimant's Signature   | s 47F Date ]<  | 6/6/18  |
| Reimbursement Details - Type   | of Claim (check the appropriate  | e box, natural account codes provided)  |
| <ul> <li>Car Hire/Fuel (12911)</li> <li>Domestic Travel Accom (12910)</li> <li>Domestic Meals/Incidentals<br/>(12916)</li> <li>Business Catering (12477)</li> <li>Staff Training Expenses (12633)</li> <li>Taxis/COMCAR/parking (12912)</li> </ul> | <ul> <li>Øverseas Meal/Incidentals<br/>(12925)</li> <li>Øverseas Travel Expenses<br/>(12920)</li> <li>Office Requisites (12440)</li> <li>Recruitment Expenses other</li> </ul> | <ul> <li>Committee Fees &amp; Expenses         <ul> <li>(12325)</li> <li>Other Allowances (11413)</li> <li>Other Enterprise Agreement</li> <li>Claims (please provide the correct natural account code</li> </ul> </li> </ul> |
| <b>Refer the following claims to HR</b><br>Non-Commercial Accommodation<br>Disturbance Allowances  | Voluntary Redundancy Advice<br>Remote Locality Leave Fare<br>Assistance  | Sitting Fee are paid on invoice or<br>through HR<br><u>Help-HR@pmc.gov.au</u>   |
| Doc Description<br>No. (eg Taxi fare – Cabcharge   | Account C  | Code(s) Amount  |

| No.          | (eg Taxi fare – Cabcharge voucher didn't<br>work)   | (your cost centre and the appropriate natural account code) | 7.11 | iount |
|--------------|---|---|------|-------|
| 1            | Contribution towards the costs of<br>participation in UN Expert Mechanism on the<br>Rights of Indigenous Peoples Geneva<br>Switzerland 9-13 July 2018 |   | \$   | 7,500 |
| Total<br>MP) | Amount (as agreed by the Minister for Indigenous  | s Affairs, the Hon Nigel Scullion                           | \$   | 7,500 |

Payment Expenditure Delegate Authorisation (MANDATORY)



Australian Government

Department of the Prime Minister and Cabinet

# **CREDIT NOTE REQUEST**

### Instructions:

- 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
- Once approved please email the signed form along with all supporting documentation to <u>help-accountsreceivable@pmc.gov.au</u> for processing

| Invoice Details                  |                        |               |                  |         |                  |
|----------------------------------|------------------------|---------------|------------------|---------|------------------|
| Name on Invoice:                 | s 47F                  |               |                  |         |                  |
| Debtor Number:                   | 04848                  |               | Invoice Number:  | ARDO    | 7199             |
| Date of Invoice:                 | 28-Jun-18              |               | Invoice Amount:  | \$7,500 |                  |
| Reason for Credit<br>Note:       | The incorrect to \$47F | ct amount f   | for unused funds | was pre | viously invoiced |
| Requesting Officer               | 1.5                    | 100           |                  |         |                  |
| Name: s 22                       |                        | Signature:    | 1                |         | Date: 10/9/18    |
| Branch Head Recomme              | ndation                |               |                  |         |                  |
| Credit Note is                   | X Agreed               | D Not         | Agreed           |         |                  |
| Credit Note is<br>Name: Rachel O | Connor                 | Signature:    | s 22             |         | Date: 20/9/18    |
| Delegate Approval (Ass           | istant Secretary –     | Financial Ser | vices Division)  |         |                  |
| As Delegate under CEI            |                        |               |                  |         |                  |
| Credit Note is                   | □ Approved             | 🗆 Not         | Approved         |         |                  |
| Name:                            |                        | Signature:    |                  |         | Date:            |

Document 38



Australian Government

Department of the Prime Minister and Cabinet

Addr

| ess: Prime Minister and i | Cabinet | 16 Bowes Place  |  |
|---------------------------|---------|-----------------|--|
|                           | F       | hillip 2606 ACT |  |
| Teler                     | ohone:  | 02 6228 6732    |  |
|                           | TTY:    | 133 677         |  |
| Website:                  | ww      | w.dpmc.gov.au   |  |

s 47F

| s 47F |  |  | - |
|-------|--|--|---|
| 10    |  |  |   |
|       |  |  |   |

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:

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, onground 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 Days1 of the commencement of the Agreement.

The payment of the funds to you is dependent upon you providing your Australian Business Number2 ('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;
- 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>&</sup>lt;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>&</sup>lt;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 accent this offer of financial assistance, please sign, date, scan and return this Agreement to s22 who will be you 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 <sup>s 22</sup> on <sup>s 22</sup> or via email to<sup>s 22</sup>

Yours sincerelv s 22

Rachel O'Connor Assistant Secretary Policy Analysis and Evaluation Division Indigenous Affairs Group 12 June 2018

### Avgettennen) – Solnerfeliese

| Item A Activity Informa                | ition   |
|--|---|
| Activity name                          | Expert Mechanism on the Rights of Indigenous Peoples  |
| Activity objectives                    | To provide a contribution towards to costs of participation in the Expert<br>Mechanism on the Rights of Indigenous Peoples to be held in Geneva<br>from 9-13 July 2018, consistent with Australia's pledge to support<br>Indigenous representation in meetings of the United Nations.               |
| Activity details<br>(what you must do) | Attend the United Nations Expert Mechanism on the Rights of Indigenous<br>Peoples 2018 in Geneva, Switzerland, and submit a final report and<br>financial acquittal report to the Department of Prime Minister and Cabinet.<br>Please ensure appropriate travel insurance to cover required travel. |
| Item B Your Informatio                 | n   |
| Name                                   | s 47F   |

| Item C Grant Information  |                             |                     |       |                        |                   |  |
|---------------------------|-----------------------------|---------------------|-------|------------------------|-------------------|--|
| Total Grant amount        | Grant Amount<br>(excl. GST) | SACS<br>(excl. GST) |       | GST (if<br>applicable) | Total (incl. GST) |  |
|                           | \$7,500                     |                     | N/A   | N/A                    | \$7,500           |  |
| Payment will be made upor | signing of the Letter       | of Offer or as o    | other | wise agreed by bo      | th parties.       |  |
| Your bank account details | Financial Institution       | ı                   |       |                        |                   |  |
|                           | BSB                         |                     |       |                        |                   |  |

|                              | Account Number                                       |  |  |
|------------------------------|--|--|--|
|                              | Account Name   |  |  |
| Item D Agreement Information | tion   |  |  |
| 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. | 30/07/2018 |  |  |  |
| If this is not received you may be issued with a debt for the grant amount.  |            |  |  |  |
| Financial Acquittal Report   | 30/07/2018 |  |  |  |
| If this is not received you may be issued with a debt for the grant amount.  |            |  |  |  |

### SUGGOOR

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)                     |
|  | (oignature of withess)                     |
|  |  |
| •  |  |
| Signed for and on behalf of s 47F                            | n 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)    |
| Signatory/Marile of 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 <u>or</u> 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.



| Department of the Prime Minister | and Cabinet |
|----------------------------------|-------------|
|----------------------------------|-------------|

| Address: Prime Minister and Ca | binet : | 6 Bowes Place   |
|--------------------------------|---------|-----------------|
|                                | P       | hillip 2606 ACT |
| Teleph                         | one:    | 02 6228 6732    |
| т                              | TY:     | 133 677         |
| Website:                       | ww      | w.dpmc.gov.au   |

s 47E

| 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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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, onground 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 Days1 of the commencement of the Agreement.

The payment of the funds to you is dependent upon you providing your Australian Business Number2 ('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;
- 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.

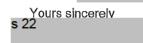
<sup>&</sup>lt;sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>&</sup>lt;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 <sup>s</sup> 22 who will be you 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



Rachel O'Connor Assistant Secretary Policy Analysis and Evaluation Division Indigenous Affairs Group 12 June 2018

# Avaluation and the later of the second second

| Item A Activity Informa                | ation   |
|--|---|
| Activity name                          | Expert Mechanism on the Rights of Indigenous Peoples  |
| Activity objectives                    | To provide a contribution towards to costs of participation in the Expert<br>Mechanism on the Rights of Indigenous Peoples to be held in Geneva<br>from 9-13 July 2018, consistent with Australia's pledge to support<br>Indigenous representation in meetings of the United Nations.               |
| Activity details<br>(what you must do) | Attend the United Nations Expert Mechanism on the Rights of Indigenous<br>Peoples 2018 in Geneva, Switzerland, and submit a final report and<br>financial acquittal report to the Department of Prime Minister and Cabinet.<br>Please ensure appropriate travel insurance to cover required travel. |
| Item B Your Informatio                 | n .   |
| Name                                   | s 47F   |

| Item C Grant Information  |                             |                     |                        |                   |
|---------------------------|-----------------------------|---------------------|------------------------|-------------------|
| Total Grant amount        | Grant Amount<br>(excl. GST) | SACS<br>(excl. GST) | GST (if<br>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 oth  | erwise agreed by bo    | oth parties.      |
| Your bank account details | Financial Institution       |                     | s 47F                  |                   |
|                           | BSB s 47F                   |                     | s 47F                  |                   |

|                        | Account Number                                       | s 47F |  |
|------------------------|--|-------|--|
|                        | Account Name   | s 47F |  |
| Item D Agreement Infor | mation   |       |  |
| 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. | 30/07/2018 |
| If this is not received you may be issued with a debt for the grant amount.  |            |
| Financial Acquittal Report   | 30/07/2018 |
| If this is not received you may be issued with a debt for the grant amount.  |            |

# 

### 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

| Signed for and on behalf of the<br>Commonwealth of Australia by the relevant           |                                  |                 |
|--|----------------------------------|-----------------|
| Delegate, represented by and acting through  |                                  |                 |
| The Department of the Prime Minister and<br>Cabinet ABN 18 108 001 191 in the presence |                                  |                 |
|  | s 22                             |                 |
| s 22 <sup>.</sup>  |                                  |                 |
| (Name of Departmental Representative)  | <br>(Signature of Departmental I | Représentative) |
|  | (orginatare of Departmentar      | A-16,18         |
|  |                                  | 17              |
| (Position of Departmental Representative)  | AGENE'S 22                       |                 |
| \$ 22  |                                  |                 |
|  |                                  |                 |
| (ivame or witness in tuil)   | (Signature or witness)           |                 |
|  |                                  | 14,6,18         |
|  |                                  | 14.11.21.112    |
| Ŷ  |                                  |                 |
| Signed for and on behalf of <sup>S 47F</sup>   | in accordance with its rules:    |                 |
|  | s 47F                            |                 |
| s 47F  |                                  |                 |
| 5477   |                                  |                 |
| (Name and position held by Signatory)  | (Signature)<br>s 47F             |                 |
| - 475  | 54/Г                             | 14/06/2018      |
| s 47F  |                                  |                 |
| (Name and position held by second  | (Signature of second Signato     | prv/Witness)    |
| Signatory/Name of Witness)   | (Signatare of Second Orginate    |                 |
|  |                                  | 14 //06 //2018  |

•





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

s 47F



s 47F Dear

## AGREEMENT – UNITED NATIONS EXPERT MECHANISM ON THE RIGHTS OF INDIGENOUS PEOPLES

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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

# Avalation and a second s

| 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<br>Mechanism on the Rights of Indigenous Peoples to be held in Geneva<br>from 9-13 July 2018, consistent with Australia's pledge to support<br>Indigenous representation in meetings of the United Nations.              |  |  |
| Activity details<br>(what you must do) | Attend the United Nations Expert Mechanism on the Rights of Indigenous<br>Peoples 2018 in Geneva, Switzerland, and submit a final report and<br>financial acquittal report to the Department of Prime Minister and Cabinet<br>Please ensure appropriate travel insurance to cover required travel. |  |  |
| Item B Your Informatio                 | n  |  |  |
| Name                                   | s 47F  |  |  |

| Item C Grant Information   |                             |                     |                        |                   |
|--|-----------------------------|---------------------|------------------------|-------------------|
| Total Grant amount   | Grant Amount<br>(excl. GST) | SACS<br>(excl. GST) | GST (if<br>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 Inform                                    | nation         |          |  |
| Agreement name   | ous Peoples    |          |  |
| Agreement start date                                       | 12/06//2018    |          |  |
| Agreement end date   | 30/07/2018     |          |  |
| Item E Deliverables  |                | ·        |  |
| Description of deliverab                                   | e              | Due Date |  |
| Final Report, outlin<br>attendance at the<br>Peoples 2018. |                |          |  |
| If this is not receiv amount.                              |                |          |  |
| Financial Acquitta   | 30/07/2018     |          |  |
| If this is not receiv<br>amount.                           |                |          |  |

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)                                       |  |
| (Name of Willess in full)                                       | (Signature of Witness)                     |
|   | //   |
| Signed for and on behalf of                                     | cordance with its rules:                   |
| (Name and position held by Signatory)                           | (Signature)                                |
|   |  |
| (Name and position held by second<br>Signatory/Name of Witness) | (Signature of second Signatory/Witness)    |
| Signatory/value of withessy                                     | /  |

# 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 <u>or</u> 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.





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 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  |                                   | s 47F  |                     |  |  |
|---|-----------------------------------|--|---------------------|--|--|
| s 47F   | Mailing Address                   |  |                     |  |  |
| Vendor Number (if known)<br>Relationship to PM&C  Grant recij     | or Emell                          | or Empile s /7E                                |                     |  |  |
| Division/Section N/A  | Contact P                         | Contact Phone Number S 47F                     |                     |  |  |
| AGS Number (N/A)  |                                   |  |                     |  |  |
| Claimant Bank Details (if vendo                                   | r number not provided above,      | HR details are not linked                      |                     |  |  |
| Financial Institution s 47F                                       | BSB                               | s 47F  |                     |  |  |
| Account Name s 47F  | Accoun                            | t Number                                       |                     |  |  |
| Claimant Signature (must be signature signature)                  | ned if providing bank details)    |  |                     |  |  |
| Claimant's Signature  | Date                              | 14/6/2018                                      |                     |  |  |
| <b>Reimbursement Details - Type</b>                               | of Claim (check the appropri      | ate box, natural account o                     | codes provided      |  |  |
| □ Car Hire/Fuel (12911)   | Overseas Meal/Incidentals         | Committee Fees                                 | & Expenses          |  |  |
| Domestic Travel Accom (12910)                                     | (12925)                           | (12325)  | (12325)             |  |  |
| Domestic Meals/Incidentals  | Overseas Travel Expenses          | □ Other Allowances (11413)                     |                     |  |  |
| (12916)   | (12920)                           | Other Enterprise Agreement                     |                     |  |  |
| Business Catering (12477)   | □ Office Requisites (12440)       | a strend as south and                          | provide the correct |  |  |
| □ Staff Training Expenses (12633)                                 | Recruitment Expenses other        | er natural account coo                         |                     |  |  |
| Taxis/COMCAR/parking (12912)                                      | (12613)                           |  |                     |  |  |
| Refer the following claims to HR                                  | Voluntary Redundancy Advice       | Sitting Fee are paid                           | on invoice or       |  |  |
| Non-Commercial Accommodation                                      | Remote Locality Leave Fare        | through HR                                     |                     |  |  |
| Disturbance Allowances  | Assistance                        | Help-HR@pmc.gov.                               | au                  |  |  |
| Doc Description   |                                   | t Code(s)                                      | Amount              |  |  |
| No. (eg Taxi fare – Cabcharge v                                   |                                   | st centre and the<br>ate natural account code) |                     |  |  |
| 1 Contribution towards the c                                      |                                   |  | \$ 7,500            |  |  |
| in UN Expert Mechanism o<br>Indigenous Peoples Genev<br>July 2018 |                                   |  |                     |  |  |
| Total Amount (as agreed by the M MP)                              | inister for Indigenous Affairs, 1 | the Hon Nigel Scullion                         | \$ 7,500            |  |  |
| Payment Expenditure Delegate                                      | Authorisation (MANDATOR)          | ()   |                     |  |  |
|   | £3.                               |  |                     |  |  |
| Name  | Signature                         | Date   |                     |  |  |

Department of Foreign Affairs and Trade R G Casey Building, John McEwen Crescent Barton ACT 0221 Australia ABN: 47065634525



Australian Government

Department of Foreign Affairs and Trade

# TAX INVOICE

| NA<br>BA<br>Att: | pt of Prime Minister<br>TIONAL CIRCUIT<br>s 22<br>dit terms are strictly 28 | er & Cabinet   |   | Invoice Number<br>Invoice Date<br>Reference<br>Customer No<br>Amount Pay<br>Date Due: | :                               | 18611210<br>26 Jun 2018<br>487<br>\$15,000.00<br>24 July 2018 |      |           |
|------------------|---|--|---|---|---------------------------------|---|------|-----------|
| No.              | Description   |  | Cost/Unit                               | Quantity  | Sub-Tot                         | tal   | GST  | Total     |
| 1                | Recovery - EMRIP g  | rants  | 15,000.00                               | 1   | 15,000.                         | 00  | 0.00 | 15,000.00 |
| 0                | TOTAL AMOUNT IN   | CLUDES GST (\$AUD)                                       |   |   | 15,000.                         | 00  | 0.00 | 15,000.00 |
| <u>A</u>         | MENT OPTIONS  |  | Customer                                | 487   | Invo                            | Dice 186112   | 10   |           |
|                  | Biller Code:<br>Ref: 1000 48  | 980003   | <b>Telephone 8</b><br>Call your partici | <b>Internet Banl</b><br>pating financial in:<br>gs, cheque, debit                     | <b>king - E</b><br>stitution to | <b>BPAY</b><br>o arrange a payn                               |      |           |
| 6                | Direct Credit<br>Account Name<br>BSB Number:<br>Bank Account:<br>Reference: | Department of Foreign /<br>092-009<br>110329<br>18611210 |   | <b>de</b><br>e payment advice   | to fbs.he                       | lpdesk@dfat.go  | v.au |           |
|                  | Credit Card<br>Card Number:   | MASTERCARD<br>Amount: <b>\$15,000.00 AUD</b>             |   | E   | Expiry Date                     | e: 🔲 / 🗌  |      |           |
|                  | Name on Card:<br>Signature:   |  |   |   |                                 |   |      |           |





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 <u>Help-AccountsPayable@pmc.gov.au</u> 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**

s 47F Name s 47F Mailing Address Vendor Number (if known) or Email s 47F **Relationship to PM&C** s 47F **Division/Section** N/A **Contact Phone Number** AGS Number (N/A) 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) Overseas Meal/Incidentals Car Hire/Fuel (12911) Committee Fees & Expenses (12925)Domestic Travel Accom (12910) (12325)Overseas Travel Expenses Other Allowances (11413) Domestic Meals/Incidentals (12920)Other Enterprise Agreement (12916)□ Office Requisites (12440) Business Catering (12477) Claims (please provide the correct natural account code Recruitment Expenses other Staff Training Expenses (12633) (12613)□ Taxis/COMCAR/parking (12912) Refer the following claims to HR Voluntary Redundancy Advice Sitting Fee are paid on invoice or through HR Non-Commercial Accommodation Remote Locality Leave Fare Help-HR@pmc.gov.au Assistance Disturbance Allowances Description Amount Doc Account Code(s) (eg Taxi fare – Cabcharge voucher didn't (your cost centre and the No.

 No.
 (eg Tax) fare - Cabcharge Voucher didn't appropriate natural account end the appropriate natural account code)

 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 \$ 7,500 MP)
 \$ 7,500

# Payment Expenditure Delegate Authorisation (MANDATORY)

| 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 <u>28</u> <u>March</u>.

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

cid:image005.jpg@01D30607.6CF4DA00

# Document 45

| 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<br>York, USA [SEC=UNCLASSIFIED] |
| Date:        | Monday, 26 March 2018 5:02:48 PM  |
| Attachments: | image001.jpg  |

# UNCLASSIFIED

Dears 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 t | ouch with s 22    | ons 22     | or by email on |
|-----------------------------------|-------------------|------------|----------------|
| s 22                              | if you have any o | juestions. |                |

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. <u>www.pmc.gov.au</u>   |
| One National Circuit Barton ACT 2600   PO Box 6500 CANBERRA ACT 2600                   |
| Acknoweldgement  |
|  |
|  |
| ?  |
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|  |

| 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  |

# UNCLASSIFIED

#### Dear s 47F

Further to the message we have left on your phone, 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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Regards,

s 22

cid:image005.jpg@01D30607.6CF4DA00

| From:        | s 22  |
|--------------|---|
| To:          | s 47F   |
| Cc:          | s 22  |
| Subject:     | Offer of support to attend UNPFII 2018 [SEC=UNCLASSIFIED] |
| Date:        | Monday, 26 March 2018 5:14:00 PM                          |
| Attachments: | image001.jpg  |
|              | image002.jpg  |
|              | image003.jpg  |
|              | image004.jpg  |
|              | image005.jpg  |

# UNCLASSIFIED

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Regards,

s 22

cid:image005.jpg@01D30607.6CF4DA00