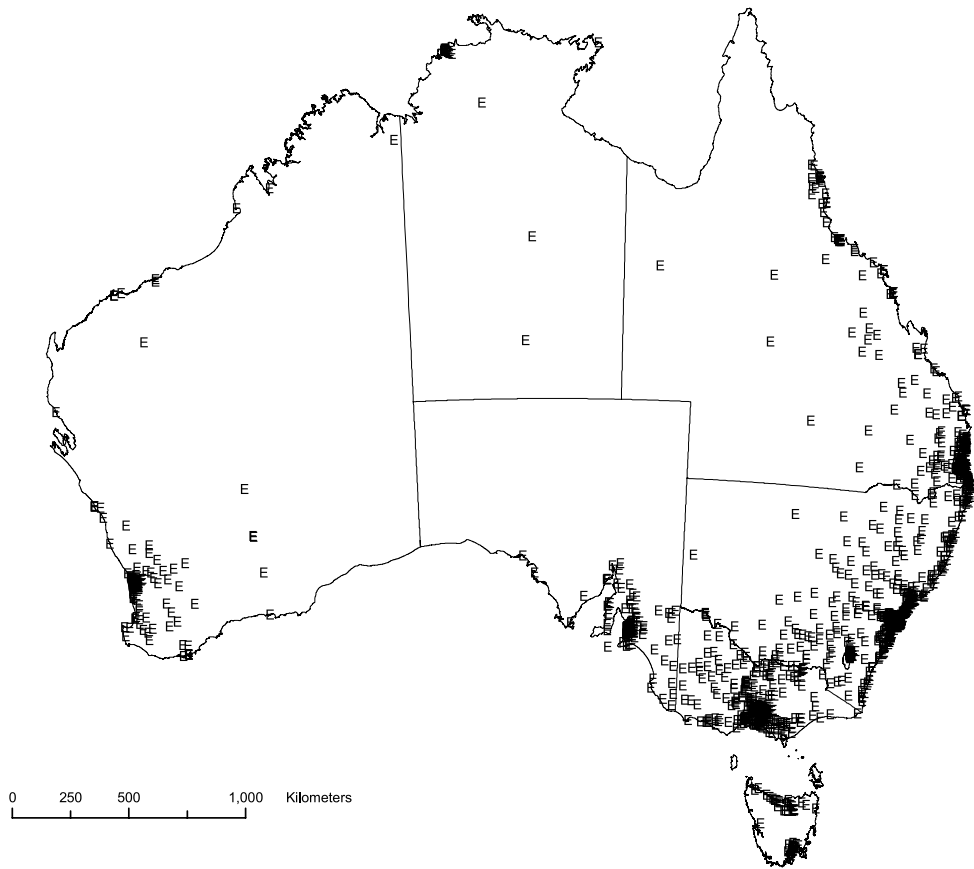


# APPENDIX 6

## ACCOUNTANTS AND AUDITORS, PROVIDERS OF FINANCIAL INFORMATION



### Legend

E Accountants/Auditors

Data Source: Accountants/Auditors (May 2002)  
 Australian On Disc (CD-rom) May 2002  
 Data was sourced using the 'Business' version of  
 Australian On Disk which implies that any  
 accountants/auditors that did not list in the  
 Yellow Pages are not included.

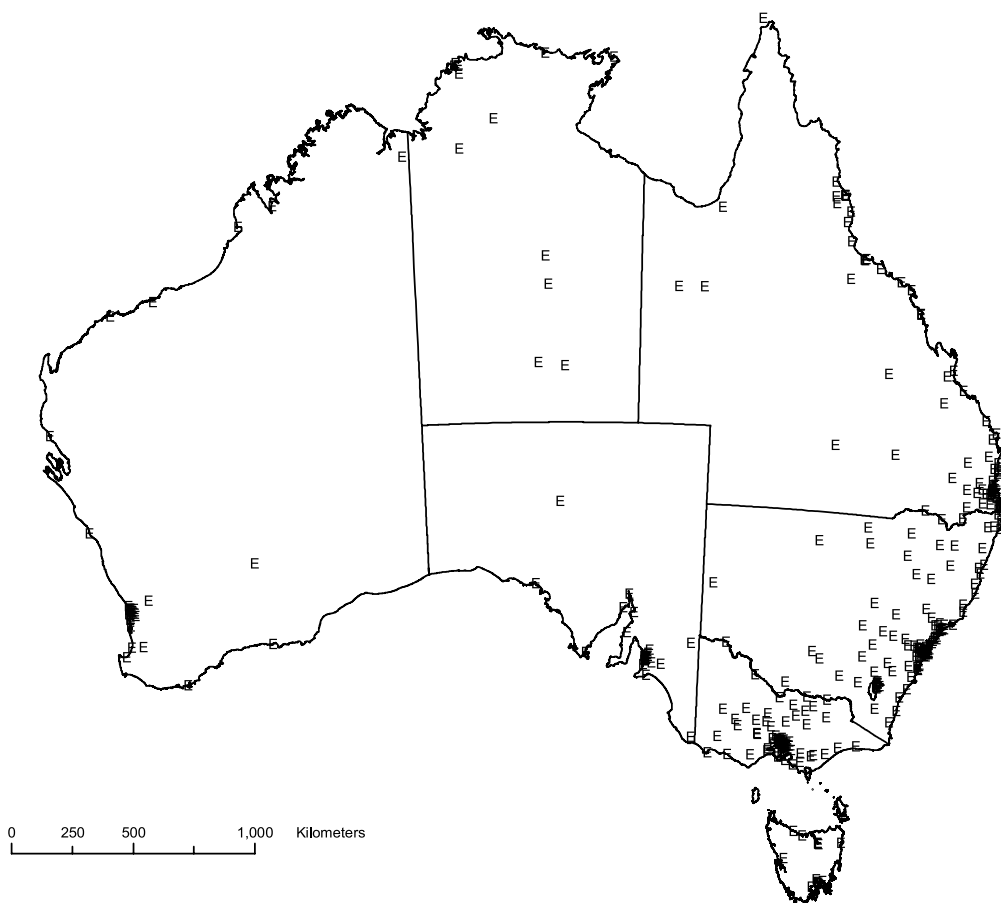
Projection: Lambert Conformal Conic  
 Datum: GDA 94

Cartography and digital compilation:  
 Bureau of Rural Sciences, Social Sciences Program  
<http://www.daff.gov.au>

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# APPENDIX 7

## CENTRELINK OUTLETS



**Legend**

E Centrelink locality

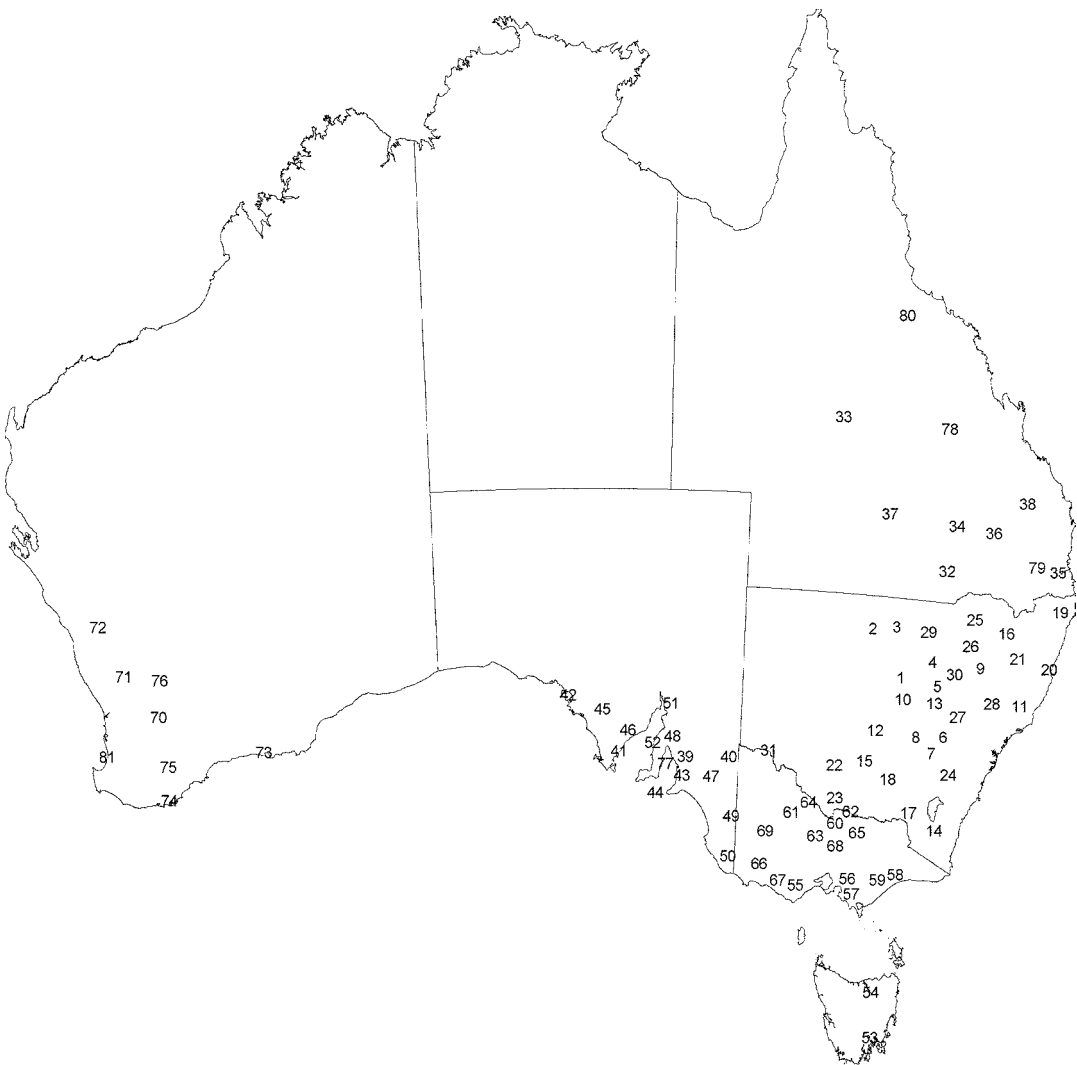
Data Source: Centrelink localities (November 2002)  
Centrelink  
Department of Family and Community Services  
Projection: Lambert Conformal Conic  
Datum: GDA 94

Cartography and digital compilation:  
Bureau of Rural Sciences, Social Sciences Program  
<http://www.daff.gov.au>

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# APPENDIX 8

## LOCATION OF CURRENT RFCS PROJECTS



Map production: Social Sciences Program, Bureau of Rural Sciences. 26th August 2004.

Map projection: Lambert Conformal Conic

		Service Name	Location
<b>Community-based RFCS (Part A)</b>			
1	NSW	Bogan Advisory Service Inc	Nyngan
2	NSW	Bourke Rural Counselling	Bourke
3	NSW	Brewarrina and District Rural Counselling Service Inc	Brewarrina
4	NSW	Castlereagh Advisory Service Inc	Coonamble
5	NSW	Castlereagh Advisory Service Inc	Gilgandra
6	NSW	Central West Rural Financial Counselling Service Inc	Orange
7	NSW	Cowra Regional Advisory Service Inc	Cowra
8	NSW	Forbes Rural Counselling Inc	Forbes
9	NSW	Gunnedah & District Rural Counselling Service	Gunnedah
10	NSW	Lachlan Advisory Group Inc	Tottenham
11	NSW	Lower Hunter Manning Rural Counselling Service Inc	Gloucester
12	NSW	Lower Lachlan Community Services Inc	Lake Cargelligo
13	NSW	Macquarie Rural Advisory Service Inc	Dubbo
14	NSW	Monaro Rural Financial Counselling Service Inc	Cooma
15	NSW	Murrumbidgee Valley Rural Counselling Service Inc	Griffith
16	NSW	New England Rural Counselling Service Inc	Inverell
17/65	NSW	North East AgCare and Upper Murray Agcare Inc	Tumbarumba
18	NSW	North East Riverina Rural Counselling Service Incorporated	Ganmain
19	NSW	Richmond Valley Business And Rural Financial Counselling Services Inc	Casino
20	NSW	Richmond Valley Business And Rural Financial Counselling Services Inc	Macksville
21	NSW	Southern New England Rural Counselling Service	Chiswick via Armidale

		Service Name	Location
22	NSW	Southern Riverina Rural Advisory Service	Hay
23	NSW	Southern Riverina Rural Advisory Service	Deniliquin
24	NSW	Southern Tablelands Rural Counselling Service Inc	Crookwell
25	NSW	The Uniting Church in Australia Property Trust (NSW) and Moree District Congregation as sponsor for North West Rural Counselling Service	Moree
26	NSW	The Uniting Church in Australia Property Trust (NSW) and Moree District Congregation as sponsor for North West Rural Counselling Service	Narrabri
27	NSW	Upper Hunter Rural Counselling Service Inc	Mudgee
28	NSW	Upper Hunter Rural Counselling Service Inc	Scone
29	NSW	Walgett Advisory Group	Walgett
30	NSW	Warrumbungle Rural Community Program Inc	Coonabarabran
31	NSW	Wentworth / Balranald Farm Fightback Committee Inc	Mildura
32	QLD	Balonne Financial Advisory Service Inc	St George
33	QLD	Central Western QLD Remote Area Planning & Development Board	Longreach
34	QLD	Maranoa Rural Management Centre Inc	Roma
35	QLD	Moreton Rural Financial Counselling Service	Ipswich
36	QLD	Murilla Community Centre Inc	Miles
37	QLD	South West Financial Counselling Services Inc	Charleville
38	QLD	Mundubbera Community Development Association Inc as sponsor for The Central And North Burnett Rural Financial Counselling Service	Mundubbera
39	SA	Barossa Hills and Plains Rural Counselling Service	Redview Park
40	SA	Central Riverland Financial Counselling Service Inc	Loxton
41	SA	Eastern Eyre Rural Counselling Service Inc	Tumby Bay
42	SA	Far West Rural Service Group Inc	Streaky Bay

		Service Name	Location
43	SA	Fleurieu and Adelaide Hills Rural Counselling Service	Happy Valley
44	SA	Kangaroo Island Rural Counselling Service Inc	Kingscote KI
45	SA	Le Hunte & Environs Rural Counselling & Advisory Service (LERCAS)	Wudinna
46	SA	Le Hunte & Environs Rural Counselling & Advisory Service (LERCAS)	Cleve
47	SA	Mallee Financial and Information Service Inc	Karoonda
48	SA	Mid North Rural Counselling and Information Service	Lochiel
49	SA	South East Rural Counselling Service Inc	Bordertown
50	SA	South East Rural Counselling Service Inc	Kalangadoo
51	SA	The Flinders & Pastoral Rural Counselling & Information Service Inc	Melrose
52	SA	Yorke Peninsula Rural Counselling and Information Service Inc	Moonta
53	TAS	Rural Support Tasmania	Glenorchy
54	TAS	Rural Support Tasmania	Launceston
55	VIC	Corangamite Catchment Rural Counselling Service Inc	Colac
56	VIC	Gippsland Farmers Support Group	Ellinbank
57	VIC	Gippsland Farmers Support Group	Leongatha
58	VIC	Gippsland Rural Financial Counselling Service	Bairnsdale
59	VIC	Gippsland Rural Financial Counselling Service	Maffra
60	VIC	Goulburn Valley Agcare Rural Counselling Service Inc	Kyabram
61	VIC	Mallee Rural Counselling Service Inc	Wycheproof
62	VIC	Murray Valley Rural Industries Assistance Group Inc	Cobram

		Service Name	Location
63	VIC	North Central Rural Financial Counselling Service (Vic) Inc	Bendigo Central
64	VIC	North Central Rural Financial Counselling Service (Vic) Inc	Kerang
65/17	VIC	North East AgCare and Upper Murray Agcare Inc	Benalla
66	VIC	South West Rural Counselling Service Inc.	Hamilton
67	VIC	South West Rural Counselling Service Inc.	Terang
31	VIC	Sunraysia Rural Counselling Service Inc	Mildura
68	VIC	Upper Goulburn Rural Financial Counselling Service Inc	Seymour
69	VIC	Wimmera Rural Counselling Service Inc	Horsham
70	WA	Central AgCare Inc	Corrigin
71	WA	The Central Wheatbelt Community Support Group Inc	Wongan Hills
72	WA	Northern Districts Community Support Group Inc	Morawa
73	WA	South East Regional Support Inc	Esperance
74	WA	Southern Agcare Inc	Albany
75	WA	Southern Agcare Inc	Gnowangerup
76	WA	Wheatbelt Agcare Community Support Group Inc	Nungarin
<b>Industry-based RFCS (Part B)</b>			
77	SA	South Australian Fishing Industry Council Inc	Mile End South
78	QLD	AGFORCE Financial Advisory Services, Emerald	Emerald
79	QLD	AGFORCE Financial Advisory Services, Toowoomba	Toowoomba
80	QLD	AGFORCE Financial Advisory Services, Charters Towers	Charters Towers
81	WA	The Western Australian Farmers Federation (Inc)	Bunbury

## APPENDIX 9

### FUNDING AGREEMENT FOR RFCS SERVICES, NOVEMBER 2002– JUNE 2004

#### FUNDING AGREEMENT

#### BETWEEN

#### COMMONWEALTH OF AUSTRALIA

as represented by the

Department of Agriculture Fisheries & Forestry – Australia

ABN: 24 113 085 695

#### AND

«Service name»

ABN: «ABN»

in relation to funding for the provision of the AAA Rural Financial Counselling Service Program

Australian Government Solicitor

File Reference: 01040962

50 Blackall Street

Lionel Murphy Building

BARTON ACT 2600

Contact: Russell Wilson

Ph: (02) 6253 7148

Fax: (02) 6253 7316



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## PARTIES

**COMMONWEALTH OF AUSTRALIA** ('Commonwealth'), represented by and acting through the **Department of Agriculture Fisheries and Forestry – Australia**, ABN 24 113 085 695 ('Us' or 'We' or 'Our' as the case requires)

AND

«**Service name**»,

ABN «ABN» ('You' or 'Your' as the case requires)

## PURPOSE

- A. We are committed to the Agriculture, Advancing Australia (AAA) Rural Financial Counselling Program.
- B. You are committed to helping achieve the Outcomes of the Program, through Your conduct of the Activity and the achievement of the Outcomes.
- C. As a result of this commitment, We have agreed to support the Activity and the achieving of the Outcomes by providing Funding to You, subject to the terms and conditions of this Agreement.
- D. We are required by law to ensure accountability for public money, and to be accountable for all Funds provided by Us.
- E. You agree to accept the Funding for the purposes, and subject to the terms and conditions, set out in this Agreement.

## 1. INTERPRETATIONS

- 1.1 In this Agreement, unless the contrary intention appears:

**'ABN'** has the same meaning as it has in section 40 of the *A New Tax System (Australian Business Number) Act 1999* (Cth);

**'Activity'** means the activity described in the Schedule, which aims to fulfil one or more of the goals of the Program, and includes the provision of Activity Material;

**'Activity Material'** means all Material:

- (a) brought into existence for the purpose of performing the Activity;
- (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
- (c) copied or derived from Material referred to in paragraphs (a) or (b);

**'Activity Period'** means the period specified in the Schedule during which the Activity must be completed;

**'Adjustment Note'** has the same meaning as it has in section 195-1 of the GST Act;

**'Agreement'** means this document and includes any schedules and annexures;

**'Approved Auditor'** means a person who is:

- (a) registered as a company auditor under the *Corporations Act 2001*, or a member of the Institute of Chartered Accountants in Australia, or of CPA Australia or the National Institute of Accountants; and
- (b) not a principal, member, shareholder, officer or employee of Yours or of a Related Body Corporate.

**‘Asset’** means any item of tangible property, purchased, leased, created or otherwise brought into existence either wholly or in part with use of the Funds, which has a value of over \$5,000 inclusive of GST, but does not include Activity Material;

**‘Auditor-General’** means the office established under the *Auditor-General Act 1997* (Cth) and includes any other entity that may, from time to time, perform the functions of that office;

**‘Australian Accounting Standards’** refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the *Australian Securities and Investments Commission Act 2001* (Cth);

**‘Australian Auditing Standards’** refers to the standards set by the Auditor-General under section 24 of the *Auditor-General Act 1997* (Cth) and generally accepted audit practices to the extent they are not inconsistent with such standards;

**‘Budget’** refers to the budget for expenditure of the Funding for the purposes of conducting the Activity or performing obligations under this Agreement, set out in Annexure C;

**‘Business Day’** means in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;

**‘Commonwealth Material’** means any Material provided by Us to You for the purposes of this Agreement or which is copied or derived from Material so provided, except for Activity Material;

**‘Completion Date’** means 30 August 2004;

**‘Confidential Information’** means information that:

- (a) is by its nature confidential;
- (b) is treated by Us as confidential; or
- (c) You know or ought to know is confidential;

except information that:

- (d) is or becomes public knowledge otherwise than by breach of this Agreement; or
- (e) has been developed or acquired by You independently of the Activity or Your involvement in this program;

**‘Conflict’** refers to a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest arising through You engaging in any activity or obtaining any interest that is likely to conflict with or restrict You in providing the Activity fairly and independently and in accordance with this Agreement and includes the conflicts of interest identified in the Schedule;

**‘Constitution’** means (depending on the context):

- (a) a company’s constitution, which (where relevant) includes rules and any amendments that are part of the company’s constitution; or
- (b) in relation to any other kind of body:

- (i) the body's charter, rules or memorandum; or
- (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members;

**'Date of this Agreement'** means the date written on the execution page of this Agreement, and if no date or more than one date is written there, then the date on which this Agreement is signed by the last Party to do so;

**'Depreciated'** means the amount representing the reduction in value of an Asset calculated in accordance with Australian Accounting Standards;

**'Electronic Communication'** has the same meaning as in the *Electronic Transactions Act 1999* (Cth);

**'Existing Material'** means all Material in existence prior to the Date of the Agreement:

- (a) incorporated in;
- (b) supplied with, or as part of; or
- (c) required to be supplied with, or as part of; the Activity Material;

**'Financial Year'** means each period from 1 July to the following 30 June (or other period You use for regular formal financial reporting) occurring during the Activity Period, or any part of such a period occurring at the beginning or end of the Activity Period;

**'Funding'** or **'Funds'** means the amount or amounts payable under this Agreement by Us as specified in the Schedule and includes interest earned on the amount;

**'GST'** has the meaning as given in section 195-1 of the GST Act;

**'GST Act'** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**'Guidelines'** refers to the guidelines for the Program, if any, as described in the Schedule;

**'Information System'** has the same meaning as in the *Electronic Transactions Act 1999* (Cth);

**'Intellectual Property Rights'** includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

**'Interest'** means interest calculated at an interest rate equal to the general interest charge rate for a day pursuant to section 8AAD of the *Tax Administration Act 1953* (Cth), plus 1%, on a daily compounding basis;

**'Material'** includes documents, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;

**'Milestone'** means a stage of completion of the Activity set out in the Schedule;

**'Other Contributions'** means financial or in-kind resources (with in-kind resources valued at market rates) used by You for the Activity, other than the Funding which must at all times equal or exceed the Funding;

**'Outcomes'** means the outcomes described in the Schedule, which are the agreed results You must achieve;

**'Party'** means a party to this Agreement;

**‘Personal Information’** has the same meaning as under the *Privacy Act 1988* (Cth), which currently is information or an opinion (including information or an opinion forming part of a data base), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

**‘Privacy Commissioner’** means the Office of the Privacy Commissioner established under the *Privacy Act 1988* (Cth) and includes any other entity that may, from time to time, perform the functions of that Office;

**‘Program’** means the part of Our operations specified in the Schedule under which We are able to give the Funding to You;

**‘Records’** includes documents, information and data stored by any means and all copies and extracts of the same;

**‘Related Body Corporate’** has the meaning given in section 9 of the *Corporations Act 2001* (Cth);

**‘Report’** means Activity Material that is provided to Us for reporting purposes on matters including the use of the Funding, whether or not Milestones have been achieved, progress reports and evaluations of the Activity or obligations of this Agreement, as stipulated in the Schedule and Annexure E;

**‘Schedule’** refers to the schedule to this Agreement;

**‘Specified Personnel’** means the personnel (whether Your employees or subcontractors), or people with specific skills, specified in the Schedule as personnel required to undertake the Activity or any part of the work constituting the Activity;

**‘Taxable Supply’** has the same meaning as it has in the GST Act;

**‘Term of this Agreement’** refers to the period described in subclause 2.1;

**‘Undepreciated’** in relation to the value of an Asset, means the value of the Asset which has not been Depreciated;

**‘Us’, ‘We’ and ‘Our’** includes Our officers, delegates, employees and agents, and Our successors;

**‘You’ and ‘Your’** includes, where the context admits, Your officers, employees, agents and subcontractors, and Your successors;

1.2 In this Agreement, unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) all references to clauses are clauses in this Agreement;
- (e) all references to dollars are to Australian dollars and this Agreement uses Australian currency;
- (f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended;
- (g) an uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a Party just because that Party prepared the provision; and

- (h) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.3 The Schedule (and annexures and documents incorporated by reference, if any) form part of this Agreement. In the event of any conflict or inconsistency between any part of:
  - (a) the terms and conditions contained in the clauses of this Agreement;
  - (b) the Schedule;
  - (c) the annexures, if any;
  - (d) documents incorporated by reference, if any;
 then the material mentioned in any one of paragraphs (a) to (d) of this subclause 1.3 has precedence over material mentioned in a subsequent paragraph, to the extent of any conflict or inconsistency.

## **2. TERM OF THIS AGREEMENT**

- 2.1 The Term of this Agreement commences on the Date of this Agreement and, unless terminated earlier, it expires on the Completion Date.

## **3. OTHER COMMONWEALTH FUNDING**

- 3.1 If You receive other funding from the Commonwealth, a breach of any other arrangement (whether contractual or statutory) with the Commonwealth under which You receive Commonwealth funding may be regarded by Us as a breach of this Agreement.
- 3.2 You must inform Us in writing within 20 Business Days of entering into any arrangement (whether contractual or statutory) under which You are entitled to receive funding from the Commonwealth. You must inform Us of any existing arrangement (whether contractual or statutory) under which You are entitled to receive funding from the Commonwealth.
- 3.3 Any payments under this Agreement may be deferred or suspended by Us if You have outstanding or unacquitted moneys under any arrangement (whether contractual or statutory) with the Commonwealth under which You receive Commonwealth funding. Notwithstanding such suspension or deferral of any payments, You must continue to perform any obligations under this Agreement, unless We agree otherwise in writing.

## **4. PAYMENT**

- 4.1 Subject to sufficient funds being available for the Program, and compliance by You with this Agreement (including the invoicing requirements, if any, specified in the Schedule) We will provide You with the Funding at the times and in the manner specified in the Schedule.
- 4.2 Without limiting Our rights, We may withhold or suspend any payment in whole or in part until You have performed Your obligations under this Agreement.

## **5. MANAGEMENT OF FUNDING**

- 5.1 You must carry out the Activity within the Activity Period and in accordance with this Agreement (including any applicable Principles and Guidelines), diligently, effectively and to a high professional standard.

- 5.2 The Funding must be expended by You only for the Activity in accordance with this Agreement and Annexure C;
- 5.3 You must:
- (a) ensure that the Funds are held in an account in Your name, and which You solely control, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia;
  - (b) this must be an account which is:
    - (i) established solely for the purposes of accounting for, and administering, any Funding provided by Us to You and any Other Contributions provided to You under this Agreement; and
    - (ii) separate from Your other operational accounts;
  - (c) notify Us, in writing, prior to the receipt of any Funds, of details sufficient to identify the account;
  - (d) if the account changes, notify Us in writing within 10 Business Days of the change occurring providing Us with details of the new account;
  - (e) unless You are a sole director company or an individual, ensure that two signatories, who have Your authority to do so, are required to operate the account; and
  - (f) within Your accounting Records, identify the receipt of the Funds and the Other Contributions so that the Funds and Other Contributions are identifiable and ascertainable, and identify the expenditure of these Funds and Other Contributions;
- 5.4 You must keep financial Records relating to the Activity so as to enable:
- (a) all income and expenditure related to the Activity to be identified in Your accounts;
  - (b) the preparation of financial statements in accordance with Australian Accounting Standards; and
  - (c) the audit of those Records in accordance with Australian Auditing Standards.
- 5.5 Except with Our prior written approval, You must not use any of the following as any form of security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest:
- (a) the Funds;
  - (b) this Agreement or any of Our obligations under this Agreement; or
  - (c) any Assets or Intellectual Property Rights in Activity Material.
- 5.6 If, at any time during the Term of this Agreement, there remains an amount of Funding that has not been expended in accordance with this Agreement or not acquitted to Our satisfaction, then this amount must be refunded by You to Us within 20 Business Days of a written notice from Us or, if a different period is stated in the Schedule, that period, or dealt with as directed in writing by Us.
- 5.7 If We do not direct otherwise in writing and the amount is not refunded to Us within 20 Business Days, or as otherwise stated in the Schedule, Interest will accrue and be payable on the amount after the expiry of the 20 Business Days, or the period stated in the Schedule, until the amount is paid in full.



- 5.8 Any amount owed to Us under subclause 5.6, and any Interest owed under subclause 5.7, will be recoverable by Us as a debt due to Us by You without further proof of the debt by Us being necessary.
- 5.9 You must only expend the Funds in accordance with the Budget set out in the Schedule.
- 5.10 You may only expend the Funds and Other Contributions on any separate category of expenditure item within the Budget, but You are to obtain prior written approval from Us for any transfer of Funds or Other Contributions between categories of expenditure items within the Budget which exceed 10% of the total Budget. The total amount of transfers in any financial year must not exceed 10% of the total Budget.
- 5.11 We are not responsible for the provision of additional money to meet any expenditure in excess of the Funds.
- 5.12 The operation of this clause 5 survives the expiration or earlier termination of the Term of this Agreement.

## **6. OTHER CONTRIBUTIONS**

- 6.1 It is a condition precedent to the payment of Funds under this Agreement that You provide Us with satisfactory written evidence that people (other than Us) will provide the Other Contributions to You, including the amounts to be provided, their due dates and the terms and conditions of the provision of the Other Contributions. The terms and conditions on which these Other Contributions are to be provided must be satisfactory to Us.
- 6.2 The written confirmation referred to in subclause 6.1 must be provided to Us prior to the advancement of Funds for the periods, 1 November 2002 to 30 June 2003 and 1 July 2003 to 30 June 2004, failing which this Agreement will be treated as void and as never having been entered into.
- 6.3 You must use all reasonable endeavours to provide or obtain Other Contributions sufficient to enable the completion of the Activity, including but not limited to the Other Contributions specified in the Schedule.
- 6.4 If the amount of the Other Contributions that you obtain is less than the amount of Funding then We may:
  - (a) reduce the total amount of Funding to match the Other Contributions obtained by You; or
  - (b) suspend payment of the Funds or an instalment of the Funds (as the case may be) until the Other Contributions are received; or
  - (c) terminate this Agreement in accordance with clause 21.
- 6.5 You must inform Us in writing within 10 Business Days of entering into any arrangement (whether contractual or statutory) under which You are entitled to receive any Other Contributions not identified in the Schedule.

## **7. ASSETS**

- 7.1 You must not use the Funding to acquire any Asset, apart from those detailed in the Schedule, without getting Our prior written approval. Approval may be given subject to any conditions We may impose.

- 7.2 Unless it is specified in the Schedule that We own the Asset then, subject to this clause 7 and the terms of any relevant lease, You own any Asset acquired by You with the Funding.
- 7.3 If We own the Asset, or the Asset is leased by You from a third party, then:
- (a) if We own the Asset, subclauses 7.6, 7.9 and 7.10 do not apply;
  - (b) if the Asset is leased, You must ensure that the terms of the lease are consistent with this clause 7 except for subclauses 7.6, 7.7, 7.9 and 7.10.
- 7.4 During the Activity Period You must use any Asset in accordance with this Agreement and for the purposes of the Activity.
- 7.5 You must:
- (a) not encumber or dispose of any Asset, or deal with or use any Asset other than in accordance with this clause 7, without Our prior written approval;
  - (b) hold all Assets securely and safeguard them against theft, loss, damage, or unauthorised use;
  - (c) maintain all Assets in good working order;
  - (d) maintain all appropriate insurances for all Assets to their full replacement value noting Our interest, if any, in the Asset under this Agreement and provide satisfactory evidence of this on request from Us;
  - (e) if required by law, maintain registration and licensing of all Assets;
  - (f) be fully responsible for, and bear all risks relating to, the use or disposal of all Assets;
  - (g) if specified in the Schedule, maintain an Assets register in the form and containing the details as described in the Schedule; and
  - (h) as and when requested by Us, provide copies of the Assets register to Us.
- 7.6 If You sell or otherwise dispose of an Asset during the Term of the Agreement (which must be with our prior written consent and subject to any conditions we may impose) and at the time of the sale or disposal the Asset has not been fully Depreciated You must pay to Us or as We may direct in writing, within 20 Business Days of the date of the sale or disposal, an amount equal to the proportion of the Undepreciated value of the Asset, that is equivalent to the proportion of the purchase price of the Asset that was funded from the Funding.
- 7.7 If any of the Assets are lost, damaged or destroyed, You must reinstate the Assets including from the proceeds of the insurance and this clause 7 continues to apply to the reinstated Assets. Any surplus from the proceeds of the insurance must be notified to Us and used and accounted for as Funding under this Agreement.
- 7.8 On completion of the Activity or earlier termination of the Term of this Agreement we may require You to deal with the Asset as We may, at our sole discretion, direct in writing.
- 7.9 If, on completion of the Activity or earlier termination of the Term of this Agreement, an Asset has not been fully Depreciated You must pay to Us or as We may direct in writing, within 20 Business Days after completion of the Activity or earlier termination of the Term of this Agreement, an amount equal to the proportion of the Undepreciated value of the Asset, that is equivalent to the proportion of the purchase price of the Asset that was funded from the Funding.
- 7.10 If You fail to make payment as required by either subclauses 7.6 or 7.9:

- (a) You must pay Us the Interest on the relevant amount from the date it was due, for the period it remains unpaid; and
  - (b) the relevant amount, and Interest owed under this clause, will be recoverable by Us as a debt due to Us by You.
- 7.11 Our approvals under subclause 7.1 and paragraph 7.5(a) will not be unreasonably withheld. A decision as to whether an approval will be provided will be made within a reasonable time of the request.
- 7.12 The operation of this clause 7 survives the expiration or earlier termination of the Term of this Agreement.

## 8. RECORDS

- 8.1 You must keep full and accurate Records of the conduct of the Activity including, without limitation, progress against the Milestones, the receipt and use of Funding and Other Contributions (if any), the acquisition of Assets and the creation of Intellectual Property Rights in Activity Material.
- 8.2 Records maintained under subclause 8.1 must be retained by You for a period of no less than 7 years after the end of the Activity Period.
- 8.3 The operation of this clause 8 survives the expiration or earlier termination of the Term of this Agreement.

## 9. REPORTING

- 9.1 You must provide to Us progress reports at the times and in the manner stated in the Schedule of Your progress in undertaking the Activity.
- 9.2 Within:
- (a) the period stated in the Schedule after the expiry of the Activity Period or any earlier termination of the Term of this Agreement; and
  - (b) the period stated in the Schedule after the completion of each Financial Year in which a payment of Funding or Other Contributions is made,
- You must provide Us with:
- (c) an audited detailed statement of receipts and expenditure in respect of the Funding, and Other Contributions which must include a definitive statement as to whether the financial accounts are complete and accurate, and a statement of the balance of Your account referred to in clause 5.3 [Management of Funding];
  - (d) an audited statement that the Funding and Other Contributions were expended for the purpose of the Activity and in accordance with this Agreement; and
  - (e) a certificate that:
    - (i) all Funding and Other Contributions received were expended for the purpose of the Activity and in accordance with this Agreement; and
    - (ii) salaries and allowances paid to persons involved in the Activity are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations.
- 9.3 The audits referred to in paragraphs 9.2(c) and (d), and the certificate referred to in paragraph 9.2(e), must also contain the requirements, if any, described in the Schedule.

- 9.4 The audits referred to in paragraphs 9.2(c) and (d) must be carried out by an Approved Auditor and must comply with the Australian Auditing Standards.
- 9.5 The certificate referred to in paragraph 9.2(e) must be provided by Your Chief Executive Officer, Chief Financial Officer or a person authorised by You to execute documents and legally bind You by their execution.
- 9.6 The operation of this clause 9 survives the expiration or earlier termination of the Term of this Agreement.

## **10 TAXES, DUTIES AND GOVERNMENT CHARGES**

- 10.1 Subject to this clause, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with this Agreement must be borne by You.
- 10.2 The provisions of this clause in respect of GST apply if You are registered or are required to be registered for GST.
- 10.3 We are registered in accordance with the GST Act and will notify You of any change in Our GST registration status.
- 10.4 The Funds paid by Us under this Agreement include GST for supplies provided by You to Us in accordance with this Agreement and which are Taxable Supplies within the meaning of the GST Act.
- 10.5 You must give Us a tax invoice in accordance with the GST Act, and in the format identified in Annexure A to the Schedule, in relation to any Taxable Supply by You to Us in connection with this Agreement prior to payment of Funds by Us.
- 10.6 The Funding payable by Us to You under this Agreement must not include any amount which represents GST paid by You on Your own inputs and for which an input tax credit is available to You.
- 10.7 If a payment to satisfy a claim or a right to claim under or in connection with this Agreement (for example, a claim for damages for breach of the Agreement) gives rise to a liability to pay GST, the payer must also pay the amount of that GST (except any GST for which the payee is entitled to an input tax credit).
- 10.8 If a Party has a claim under or in connection with this Agreement for a cost on which that Party must pay GST, the claim is for the cost plus all GST on that cost (except any GST for which that Party is entitled to an input tax credit).
- 10.9 Any refund under subclause 5.6 must be inclusive of GST and must be accompanied by an Adjustment Note under the GST Act relating to Taxable Supplies for which you previously issued to Us a tax invoice.
- 10.10 You should be aware that, generally:
  - (a) Funding received by You is included in Your assessable income if it is received in relation to the carrying on of a business, unless You are specifically exempt from income tax;
  - (b) any capital gain on disposal of an Asset is included in Your assessable income, unless You are specifically exempt from income tax;
  - (c) You may be required, in respect to an employee, to pay fringe benefits tax and make superannuation contributions to a complying superannuation fund or pay the superannuation guarantee charge to the Australian Taxation Office.

## 11. COMMONWEALTH MATERIAL

- 11.1 Ownership of all Commonwealth Material, including Intellectual Property Rights in that Material, remains vested at all times in Us but We grant You a licence to use, copy and reproduce that Material only for the purposes of this Agreement and in accordance with any conditions or restrictions specified in the Schedule.
- 11.2 Upon the expiration of the Activity Period or earlier termination of the Term of the Agreement, You may retain all Commonwealth Material remaining in Your possession, unless otherwise specified in the Schedule.
- 11.3 You must keep safely and maintain Commonwealth Material You have been given for the purposes of this Agreement.
- 11.4 The operation of this clause 11 survives the expiration or earlier termination of the Term of this Agreement.

## 12. INTELLECTUAL PROPERTY

- 12.1 Subject to this clause 12, as between Us and You (but without affecting the position between You and a third party) Intellectual Property Rights in Activity Material vest immediately in You.
- 12.2 You grant to Us a permanent, irrevocable, free, world wide, non-exclusive licence (including a right of sublicense) to use, reproduce, adapt and exploit the Intellectual Property Rights in Activity Material for any Commonwealth purpose.
- 12.3 This clause 12 does not affect the ownership of any Intellectual Property Rights in any Existing Material, which is specified in the Schedule. You, however, grant to Us or must arrange for the grant to Us of a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, adapt and exploit the Intellectual Property Rights in Existing Material for any Commonwealth purpose.
- 12.4 You:
  - (a) must, if requested by Us to do so, bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 12;
  - (b) warrant that You are entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Activity Material and the Existing Material in accordance with this clause 12; and
  - (c) except as expressly provided for in this Agreement, must not deal with the Intellectual Property Rights in the Activity Material during the Term of this Agreement.
- 12.5 For this clause, the 'Specified Acts' means the following classes or types of acts or omissions by or on behalf of Us:
  - (a) those which would, but for this clause, infringe the author's right of attribution of authorship or the author's right of integrity of authorship;
 but does not include:
  - (b) those which would infringe the author's right not to have authorship falsely attributed.

- 12.6 You warrant or undertake that:
- (a) the author of any Activity Material, other than Existing Material, has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for Our benefit; and
  - (b) the author of any Existing Material has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for Our benefit in relation to such material used, reproduced, adapted and exploited in conjunction with the other Activity Material.
- 12.7 The operation of this clause 12 survives the expiration or earlier termination of the Term of this Agreement.

### 13. DISCLOSURE OF INFORMATION

- 13.1 You acknowledge that We may be required to provide information in relation to the funding or this Agreement, as required by the operation of any law, judicial or parliamentary body or governmental agency and accordingly We can give no undertakings to treat any of Your information or this Agreement as confidential information.
- 13.2 You are permitted to disclose Commonwealth Material, except to the extent, if any, specified in the Schedule. If We require You to keep any Commonwealth Material confidential We may permit You to disclose it subject to compliance with any conditions on that disclosure that We may impose.

### 14. PROTECTION OF PERSONAL INFORMATION

- 14.1 This clause applies only where You deal with Personal Information when, and for the purpose of, conducting the Activity under this Agreement.
- 14.2 You agree to be treated as a 'contracted service provider' within the meaning of section 6 of the *Privacy Act 1988* (Cth) (the Privacy Act), and agree in respect to the conduct of the Activity under this Agreement:
- (a) to use or disclose Personal Information obtained during the course of conducting the Activity under this Agreement, only for the purposes of this Agreement;
  - (b) not to do any act or engage in any practice that would breach an Information Privacy Principle (IPP) contained in section 14 of the Privacy Act, which if done or engaged in by an agency, would be a breach of that IPP;
  - (c) to carry out and discharge the obligations contained in the IPPs as if You were an agency under that Act;
  - (d) to notify individuals whose Personal Information You hold, that complaints about Your acts or practices may be investigated by the Privacy Commissioner who has power to award compensation against You in appropriate circumstances;
  - (e) not to use or disclose Personal Information or engage in an act or practice that would breach section 16F (direct marketing), a National Privacy Principle (NPP) (particularly NPPs 7 to 10) or an Approved Privacy Code (APC), where that section, NPP or APC is applicable to You, unless:
    - (i) in the case of section 16F - the use or disclosure is necessary, directly or indirectly, to discharge an obligation under this Agreement; or

- (ii) in the case of an NPP or an APC - where the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under this Agreement, and the activity or practice which is authorised by this Agreement is inconsistent with the NPP or APC;
  - (f) to disclose in writing to any person who asks, the content of the provisions of this Agreement (if any) that are inconsistent with an NPP or an APC binding a Party to this Agreement;
  - (g) to immediately notify Us if You become aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 14, whether by You or any subcontractor;
  - (h) to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner to the extent that they are not inconsistent with the requirements of this clause; and
  - (i) to ensure that any of Your employees who are required to deal with Personal Information for the purposes of this Agreement are made aware of Your obligations set out in this clause 14.
- 14.3 You agree to ensure that any subcontract entered into for the purpose of fulfilling Your obligations under this Agreement contains provisions to ensure that the subcontractor has the same awareness and obligations as You have under this clause, including the requirement in relation to subcontracts.
- 14.4 You agree to indemnify Us in respect of any loss, liability or expense suffered or incurred by Us which arises directly or indirectly from a breach of any of Your obligations under this clause 14, or a subcontractor under the subcontract provisions referred to in subclause 14.3.
- 14.5 In this clause 14, the terms 'agency', 'Approved Privacy Code' (APC), 'Information Privacy Principles' (IPPs), and 'National Privacy Principles' (NPPs) have the same meaning as they have in section 6 of the Privacy Act, and 'subcontract' and other grammatical forms of that word has the meaning given in section 95B(4) of the Privacy Act.
- 14.6 The operation of this clause 14 survives the expiration or earlier termination of the Term of this Agreement.

## 15. INDEMNITY

- 15.1 You indemnify (and keep indemnified) Us, Our officers, employees, and agents against any:
- (a) loss or liability incurred by Us;
  - (b) loss of or damage to Our property; or
  - (c) loss or expense incurred by Us in dealing with any claim against Us, including legal costs and expenses on a solicitor/own client basis and a cost of time spent, resources used, or disbursements paid by Us;
- arising from:
- (d) any act or omission by You, or any of Your employees, agents, volunteers, or subcontractors in connection with this Agreement, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;
  - (e) any breach by You of Your obligations or warranties under this Agreement;
  - (f) the use of the Assets; or

- (g) the use by Us of the Activity Material or Existing Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights in Activity Material or Existing Material.
- 15.2 Your liability to indemnify Us under this clause 15 will be reduced proportionally to the extent that any fault on Our part contributed to the relevant loss, damage, expense, or liability.
- 15.3 Our right to be indemnified under this clause 15 is in addition to, and not exclusive of, any other right, power, or remedy provided by law, but We are not entitled to be compensated in excess of the amount of the relevant liability, damage, loss, or expense.
- 15.4 In this clause 15, “fault” means any negligent or unlawful act or omission or wilful misconduct.
- 15.5 This operation of this clause 15 survives the expiration or earlier termination of the Term of this Agreement.

## **16. INSURANCE**

- 16.1 You must, for as long as any obligations remain in connection with this Agreement, have insurance as specified in the Schedule.
- 16.2 Whenever requested, You must provide Us, within 10 Business Days of the request, with evidence satisfactory to Us that You have complied with Your obligation to insure.
- 16.3 The operation of this clause 16 survives the expiration or earlier termination of the Term of this Agreement.

## **17. CONFLICT OF INTEREST**

- 17.1 You warrant that, to the best of your knowledge after making diligent inquiry, at the Date of this Agreement no Conflict exists or is likely to arise in the performance of Your obligations under this Agreement.
- 17.2 Without limiting the operation of this clause 17, You must, during the Term of this Agreement, ensure that no Conflict arises through Your involvement with the parties or Programs, if any, specified in the Schedule.
- 17.3 If during the Term of this Agreement, a Conflict arises, You must:
  - (a) immediately notify Us in writing of that Conflict and of the steps You propose to take to resolve or otherwise deal with the Conflict;
  - (b) make full disclosure to Us of all relevant information relating to the Conflict; and
  - (c) take such steps as We may, if we choose to, reasonably require to resolve or otherwise deal with that Conflict.
- 17.4 If You fail to notify Us under this clause 17, or are unable or unwilling to resolve or deal with the Conflict as required, We may terminate the Term of this Agreement in accordance with clause 21 [Termination for Default].



## 18. ACCESS TO PREMISES AND RECORDS

- 18.1 You must give the Auditor-General, the Privacy Commissioner and persons authorised by Us (referred to in this clause 18 collectively as 'those permitted') access to premises at which Records and Material associated with this Agreement are stored or work under the Activity is undertaken at all reasonable times and allow those permitted to inspect and copy Records and Material, in Your possession or control, for purposes associated with this Agreement or any review of performance under this Agreement. You must also give those permitted access to any Assets, wherever they may be located, and reasonable access to Your employees, for the same purpose.
- 18.2 You must provide all reasonable assistance requested by those permitted when they exercise the rights under subclause 18.1.
- 18.3 The rights referred to in subclause 18.1 are subject to:
- (a) the provision of reasonable prior notice by those permitted (except where they believe that there is an actual or apprehended breach of the law); and
  - (b) Your reasonable security procedures.
- 18.4 The requirement for access as specified in subclause 18.1 does not in any way reduce Your responsibility to perform Your obligations in accordance with this Agreement.
- 18.5 You must ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause allowing those permitted to have access as specified in this clause 18.
- 18.6 This clause 18 applies for the Term of this Agreement and for a period of 7 years from the date of expiration or earlier termination of the Term of this Agreement.
- 18.7 We acknowledge that We are bound by the provisions of the *Privacy Act 1988* in relation to any personal information accessed by persons authorised by Us under this clause 18.

## 18A PERFORMANCE AUDIT

- 18A.1 We or Our representatives may, at any time, upon reasonable notice to You, conduct an audit of Your systems, books and records and other material in Your possession to establish:
- (a) Your compliance with the requirements of this Agreement including an assessment of Your performance against standards in the Resource Manual;
  - (b) Your compliance with the requirements of this Agreement including an assessment of Your performance against current laws and policies; and
  - (c) whether You have appropriate systems in place to deliver the Activity including Your financial management systems in relation to the Funding and Other Contributions.
- 18A.2 You must give full and accurate answers to any questions that We or Our representatives may have concerning books or records relating to this Agreement and provide all assistance reasonably requested by the Commonwealth in respect of the audit into or concerning the Activity or this Agreement.
- 18A.3 You must allow Us, at all reasonable times, unhindered access to Your employees and to the premises where the Activity is being provided.

## 19. DELAY

- 19.1 You must take all reasonable steps to minimise delay in completion of the Activity.
- 19.2 If You become aware that You will be delayed in progressing or completing the Activity in accordance with this Agreement, You must immediately notify Us in writing of the cause and nature of the delay. You are to detail in the notice the steps You will take to contain the delay.
- 19.3 On receipt of a notice of delay, We may at Our option:
- (a) notify You in writing of a period of extension to complete the Activity and vary this Agreement accordingly;
  - (b) notify You in writing of reduction in the scope of the Activity and any adjustment to the Funds for You to complete the reduced Activity and vary this Agreement accordingly; or
  - (c) terminate this Agreement under clause 21 [Termination for Default] or take such other steps as are available under this Agreement.
- 19.4 Unless We take action under subclause 19.3, You are required to comply with the time frame for progressing and completing the Activity as set out in this Agreement.

## 20. TERMINATION WITH COSTS

- 20.1 We may, at any time by written notice to You, terminate the Term of this Agreement in whole or reduce the scope of this Agreement without prejudice to the rights, liabilities, or obligations of either Party accruing prior to the date of termination. If this Agreement is terminated or reduced in scope We will only be liable for:
- (a) subject to subclause 20.3, payments under the payment provisions of this Agreement; and
  - (b) subject to subclauses 20.4, 20.5 and 20.6, any reasonable costs incurred by You and directly attributable to the termination of the Term of this Agreement or reduction in scope of the Agreement.
- 20.2 Upon receipt of a notice of termination or reduction in scope You must:
- (a) cease or reduce the performance of Your obligations under this Agreement in accordance with the notice;
  - (b) immediately do everything possible to mitigate all losses, costs, and expenses, arising from the termination or reduction in scope contained in the notice; and
  - (c) immediately return to Us any Funds in accordance with paragraph 20.3(b); or deal with any such Funds as We may direct in writing.
- 20.3 Where We terminate the Term of this Agreement under subclause 20.1 We:
- (a) will not be obliged to pay to You any outstanding amount of the Funds except to the extent that those monies have been legally committed for expenditure by You in accordance with this Agreement and payable by You as a current liability (written evidence of which will be required) by the date notice of termination given under subclause 20.1 is deemed to be received in accordance with subclause 35.2 [Notices]; and

- (b) will be entitled to recover from You any part of the Funds which:
    - (i) has not been legally committed for expenditure by You in accordance with this Agreement and payable by You as a current liability (written evidence of which will be required) by the date the notice of termination given under subclause 20.1 is deemed to be received in accordance with subclause 35.2 [Notices]; or
    - (ii) has not, in Our opinion, been expended by You in accordance with the terms and conditions of this Agreement;
- and all such Funds will be regarded as a debt due to Us capable of being recovered as such in any court of competent jurisdiction.
- 20.4 If there is a reduction in scope of the obligations under this Agreement, Our liability to pay any part of the Funding will, in the absence of agreement to the contrary, abate proportionately to the reduction in the obligations under this Agreement.
- 20.5 Our liability to pay any compensation under or in relation to this clause 20 is subject to:
- (a) Your strict compliance with this clause 20; and
  - (b) Your substantiation of any amount claimed under paragraph 20.1(b).
- 20.6 We will not be liable to pay compensation for loss of prospective profits for a termination or reduction in scope under this clause 20 or loss of any benefits that would have been conferred on You had the termination or reduction not occurred.

## 21. TERMINATION FOR DEFAULT

- 21.1 If:
- (a) You fail to fulfil, or are in breach of any of Your obligations under this Agreement, and do not rectify the omission or breach within 10 Business Days of receiving a notice in writing from Us to do so;
  - (b) You are unable to pay all your debts as and when they become due and payable or You fail to comply with a statutory demand within the meaning of sections 459E and 459F of the *Corporations Act 2001* (Cth);
  - (c) proceedings are initiated with a view to obtaining an order for Your winding up or any shareholder, member or director convenes a meeting for the purpose of considering or passing of any resolution for Your winding up;
  - (d) You come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth) or equivalent provisions in Incorporated Associations legislation of the States and Territories or Parts IV and V of the *Aboriginal Councils and Associations Act 1976* (Cth), or an order has been made for the purpose of placing You under external administration;
  - (e) being an individual, You become bankrupt or enter into a scheme of arrangement with creditors;
  - (f) in relation to this Agreement, You breach any law of the Commonwealth, or of a State or Territory;
  - (g) You cease to carry on business;

- (h) We are satisfied that any statement made in Your application for Funding is incorrect, incomplete, false or misleading in a way which would have affected the original decision to approve the Funding; or
- (i) notice is served on You or proceedings are taken to cancel Your incorporation or registration or to dissolve You as a legal entity,

then, in the case of any one or more of these events, We may immediately terminate the Term of this Agreement by giving written notice to You of the termination.

21.2 Where We terminate the Term of this Agreement under subclause 21.1 We:

- (a) will not be obliged to pay to You any outstanding amount of the Funds except to the extent that those monies have been legally committed for expenditure by You in accordance with this Agreement and payable by You as a current liability (written evidence of which will be required) by the date notice of termination given under subclause 21.1 is deemed to be received in accordance with subclause 35.2 [Notices]; and
- (b) will be entitled to recover from You any part of the Funds which:
  - (i) has not been legally committed for expenditure by You in accordance with this Agreement and payable by You as a current liability (written evidence of which will be required) by the date the notice of termination given under subclause 21.1 is deemed to be received in accordance with subclause 35.2 [Notices]; or
  - (ii) has not, in Our opinion, been expended by You in accordance with the terms and conditions of this Agreement;

21.3 If you do not repay Us the amount referred to in paragraph 21.2(b) within 10 Business Days of receipt of the notice of termination (or if a different period is stated in the Schedule, that period) You must also pay Us Interest on the outstanding amount which You acknowledge represents a reasonable pre-estimate of the loss incurred by Us as a result of the loss of investment opportunity for, or the reasonable cost of borrowing other money in place of, the amount which should have been repaid. The amount set out in the notice, and Interest owed under this clause will be recoverable by Us as a debt due to Us by You.

21.4 Subclause 21.2 does not limit or exclude any of Our other rights, including the right to recover any other amounts from You on termination of the Term of this Agreement.

## **22. SUBCONTRACTING**

- 22.1 You must not, without Our prior written approval, subcontract the performance of any obligations under this Agreement. In giving written approval, We may impose such terms and conditions as We think fit. Any subcontractor who You propose to replace an approved subcontractor must also be approved by Us under this clause 22. The subcontractors We have approved at the Date of this Agreement, and any terms and conditions relating to their use, are identified in the Schedule.
- 22.2 You are fully responsible for the performance of Your obligations under this Agreement, even though You may have subcontracted any of them.
- 22.3 Despite any approval given by Us under subclause 22.1, You are responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out and for ensuring that such work meets the requirements of this Agreement.

- 22.4 We may revoke Our approval of a subcontractor on any reasonable ground.
- 22.5 Upon receipt of a written notice from Us revoking Our approval of a subcontractor, You must, as soon as practicable (or as We may direct in the notice), cease using that subcontractor to perform any of Your obligations unless We direct that the subcontractor be replaced immediately, in which case You must comply with the direction.
- 22.6 If We withdraw our approval of a subcontractor, You remain liable under this Agreement for the past acts or omissions of Your subcontractors as if they were current subcontractors.
- 22.7 You must, in any subcontract placed with a subcontractor, reserve a right of termination to take account of Our right of termination under clauses 20 [Termination with Costs] or 21 [Termination for Default] and our right of revocation of approval under subclause 22.5, and You must, where appropriate, make use of that right in the event of a termination or revocation by Us.
- 22.9 You must not enter into a subcontract under this Agreement with a subcontractor named by the Director of the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the *Equal Opportunity for Women in the Workplace Act 1999* (Cth).

### **23. ACKNOWLEDGMENT AND PUBLICITY**

- 23.1 You must, in all publications, promotional and advertising materials, public announcements and activities by You or on Your behalf in relation to the Activity, or any products, processes or inventions developed as a result of it, acknowledge the financial and other support You have received from Us, in the manner, if not set out in the Schedule, then to be approved by Us prior to its use.
- 23.2 We reserve the right to publicise and report on the awarding of Funding to You. We may do this by including in media releases, general announcements about the Funding and in annual reports Your name, the amount of the Funds given to you and the title and a brief description of the Activity.
- 23.3 This clause 23 applies for the Term of this Agreement and for a period of 7 years from the date of expiration or earlier termination of the Term of this Agreement.

### **24. CONFIDENTIAL INFORMATION**

- 24.1 You may use Confidential Information only for the purposes of this Agreement and must keep confidential all Confidential Information except:
  - a) for disclosure permitted under clause 24.2; and
  - b) to the extent (if any) You are required by law to disclose it.
- 24.2 You may disclose Confidential Information to persons who:
  - a) have a need to know for the purposes of this Agreement (and only to the extent that each has a need to know); and
  - b) before disclosure:
    - (i) in the case of Your officers and employees, have been directed by You to keep confidential all Confidential Information; and
    - (ii) in the case of other persons, have agreed in writing with You to comply with substantially the same obligations in respect of Confidential Information as those imposed on You under this Agreement.

## **25. COMPLIANCE WITH LAWS AND OUR POLICIES**

- 25.1 You must, in carrying out Your obligations under this Agreement, comply with the provisions of all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or Local Authority, including those listed in the Schedule. You should note that under the *Criminal Code Act 1995* (Cth) section 137.1 giving false or misleading information is a serious offence.
- 25.2 You must, in carrying out Your obligations under this Agreement, comply with any of Our policies as notified by Us to You in writing, including those listed in the Schedule.
- 25.3 You must, when using Our premises or facilities, comply with all reasonable directions and procedures relating to occupational health, safety and security in effect at those premises or in regard to those facilities, as notified by Us or as might reasonably be inferred from the use to which the premises or facilities are being put.

## **26. NEGATION OF LEGAL RELATIONSHIP OF EMPLOYMENT, PARTNERSHIP AND AGENCY**

- 26.1 You, Your employees, partners and agents will not, by virtue of this Agreement, be or for any purpose be deemed to be Our legal employees, partners or agents.
- 26.2 You must not, and must ensure that Your employees, partners and agents do not, represent Yourself or themselves as being Our employees, partners or agents.

## **27. ENTIRE AGREEMENT, VARIATION AND SEVERANCE**

- 27.1 This Agreement records the entire agreement between You and Us in relation to its subject matter.
- 27.2 Except for action We are expressly authorised to take elsewhere in this Agreement, no variation of this Agreement is binding unless it is agreed in writing and signed by You and Us.
- 27.3 If a court or tribunal says any provision of this Agreement has no effect or interprets a provision to reduce an obligation or right, this does not invalidate any other provision.

## **28. WAIVER**

- 28.1 If either You or We do not exercise (or delay in exercising) any of Your or Our rights, that failure or delay does not operate as a waiver of those rights.
- 28.2 A single or partial exercise by You or Us of any of Your or Our rights does not prevent the further exercise of any right.
- 28.3 Waiver of any provision of, or right under, this Agreement:
  - (a) must be in writing signed by the Party entitled to the benefit of that provision or right; and
  - (b) is effective only to the extent set out in the written waiver.
- 28.4 In this clause 28, 'rights' means rights or remedies provided by this Agreement or at law.

## **29. ASSIGNMENT AND NOVATION**

- 29.1 You must not assign Your rights under this Agreement without prior written approval from Us.
- 29.2 You agree not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of this Agreement without first consulting Us.

### 30. INCORPORATION

- 30.1 You warrant that Your Constitution is not, and will not become, inconsistent with this Agreement.
- 30.2 You must provide a copy of Your Constitution to Us upon request.
- 30.3 You must obtain Our written approval to any amendments to Your Constitution which may affect Your eligibility for the Funding or Your capacity to comply with this Agreement. If You alter Your Constitution in breach of this clause We may terminate this Agreement in accordance with clause 21 [Termination for Default].

### 31. FUNDING PRECONDITION

- 31.1 You agree that it is a precondition of entitlement to the Funding that You must:
  - (a) have an Australian Business Number ("ABN");
  - (b) immediately notify Us if You cease to be registered with an ABN;
  - (c) correctly quote the ABN on all documentation to Us;
  - (d) supply proof of GST status, if requested by Us; and
  - (e) immediately notify Us of changes to Your GST status.

### 32. DISPUTE RESOLUTION

- 32.1 Subject to subclause 32.3, both You and We agree not to commence any legal proceedings in respect of any dispute arising under this Agreement, which cannot be resolved by informal discussion, until the procedure provided by this clause has been utilised.
  - 32.2 Both You and We agree that any dispute arising during the course of this Agreement is dealt with as follows:
    - (a) the Party claiming that there is a dispute will send the other a written notice setting out the nature of the dispute;
    - (b) the parties will try to resolve the dispute through direct negotiation by persons who they have given authority to resolve the dispute;
    - (c) the parties have 10 Business Days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure; and
    - (d) if:
      - (i) there is no resolution of the dispute;
      - (ii) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
      - (iii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 Business Days of the submission, or such extended time as the parties may agree in writing before the expiration of the 15 Business Days,
- then, either You or We may commence legal proceedings.

- 32.3 This clause 32 does not apply to the following circumstances:
- (a) either You or We commence legal proceedings for urgent interlocutory relief;
  - (b) action by Us under or purportedly under clauses 4 [Payment], 18 [Access to Premises and Records], 20 [Termination with Costs] or 21 [Termination for Default];
  - (c) an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by You.
- 32.4 Despite the existence of a dispute, both You and We must (unless requested in writing by the other Party not to do so) continue to perform obligations under this Agreement.
- 32.5 The operation of this clause 32 survives the expiration or earlier termination of the Term of this Agreement.

### **33. APPLICABLE LAW AND JURISDICTION**

- 33.1 The laws of the Australian Capital Territory apply to this Agreement.
- 33.2 Both You and We agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory in respect to any dispute under this Agreement.

### **34. LIAISON AND MONITORING**

- 34.1 You must:
- (a) liaise with and provide information to Us as reasonably required by Us; and
  - (b) comply with all Our reasonable requests, directions, or monitoring requirements.
- 34.2 You may nominate, from time to time, a person who has authority to receive and sign notices and written communications for You under this Agreement and accept any request or direction in relation to the Activity.

### **35. NOTICES**

- 35.1 A Party giving notice or notifying under this Agreement must do so in writing or by Electronic Communication:
- (a) directed to the recipient's address, as varied by any notice; and
  - (b) hand delivered or sent by pre-paid post or Electronic Communication to that address.
- The parties' address details are as specified in the Schedule.
- 35.2 A notice given in accordance with subclause 35.1 is taken to be received:
- (a) if hand delivered, on delivery;
  - (b) if sent by pre-paid post, 5 Business Days after the date of posting;
  - (c) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (Cth) if a notice was being given under a law of the Commonwealth, which is currently when the Electronic Communication enters the addressee's Information System.



## SCHEDULE

### (Service Name)

#### 1. INTERPRETATION

In this Schedule, unless the contrary intention appears:

**‘Client’** means:

Primary Producers, fishing enterprises and Small Rural Businesses in rural areas who are:

- (a) experiencing financial hardship and have no other sources of financial assistance;
- (b) in need of information and assistance to make decisions about their future business directions;
- (c) are being assisted by You.

**‘Enterprise’** means:

A business organised for commercial purposes and includes all persons/entities with an interest in the business;

**‘Financial Counselling Assistance’** means:

Work of a non-ongoing nature that is directly attributable to a Client on matters relating to the Activity, and would include:

- assessment of the Client's current financial position and cash flow;
- reviews of contracts and loan applications with lending institutions;
- communication and facilitation of meetings with lenders and financial institutions;
- obtaining and distributing information on government and industry assistance schemes;
- obtaining and distributing information on, and referral to, Centrelink and other relevant services;
- assistance with business decision making in relation to their rural enterprise;
- assistance in considering a range of options for the future; and
- collection and provision of data on Client-related activities.

**‘Primary Producer’** means:

An individual who's primary source of income is derived from agriculture, farming or commercial wild catch fishing and has an Estimated Value of Agricultural Output – (EVAO - as defined by the Australian Bureau of Statistics) of not less than \$25,000 per annum.

**‘Resource Manual’** means:

The Rural Financial Counselling Service Resource Manual that is provided by Us and updated by Us following notification to You.

**‘Service Area’** means:

The local government areas identified in Item 2 of this Schedule, and agreed by Us, within which You have agreed to provide Financial Counselling Assistance to Clients.

**‘Small Rural Business’** means:

A rural business that provides the majority of its services to Primary Producers, which is directly related to primary production (eg fencing, harvesting, spraying or stock management contractors) and employs no more than ten full-time-equivalent (38 hrs per week) employees.

**‘Suitably Qualified Staff’** means:

Staff who, at the time of this agreement, possess the minimum competencies identified in the Resource Manual or who are undertaking training towards meeting these requirements and are able to satisfy Us within 8 months of the commencement of this agreement that they have met or made substantial progress towards meeting these requirements.

## 2. PROGRAM AND ACTIVITY (RECITAL A, SUBCLAUSES 1.1 AND 5.1)

### PROGRAM

The objective of the Rural Communities Program (RCP) is to contribute to the development of vibrant rural communities by improving access to information and services and encouraging community ‘ownership’ of service demands and delivery. The RFCS will contribute to these and the goal of a more competitive, sustainable and profitable rural Australia by:

1. Engaging and supporting community groups and industry in rural and remote areas to assist eligible enterprises with business decision making in relation to change and adjustment.
2. Supporting flexible financial counselling services and projects in rural areas and industries with identified need.
3. Identifying enterprise and industry issues relating to change and adjustment and reporting statistical and other information to government.

### ACTIVITY

The Activity is:

- a) manage a rural financial counselling service in the local government areas of «LGAs» (the Service Area) and ensure high quality Financial Counselling Assistance is being delivered in accordance with this Agreement;
- b) manage a rural financial counselling service in accordance with the standards identified in the Resource Manual;
- c) employ and supervise Suitably Qualified Staff to deliver Financial Counselling Assistance to Clients in the Service Area (Financial Counsellors);
- d) ensure that Financial Counsellors engaged by You from the date of this Agreement meet the minimum competencies identified in the Resource Manual at the time of engagement. If You propose to engage a rural financial counsellor (the applicant) who does not possess the minimum financial counsellor experience/competencies identified in the Resource Manual, You must, prior to engagement, tell Us and receive feedback from Us about the applicant’s training program that he/she will attend which will be paid for by You;

- e) where the Financial Counsellor currently employed by You does not meet the minimum competencies identified in the Resource Manual, and You wish to continue employing the counsellor, You must ensure that a training program is developed and the counsellor attends the training to ensure she/he meets the competencies or is well advanced towards meeting the competencies by 30 June 2003. This training will be paid for by You. In these circumstances You must tell Us and receive feedback from Us about the proposed training program for the counsellor and keep us informed of progress of that training;
- f) ensure that Financial Counselling Assistance only is undertaken and that no other task is performed with the Funding and Other Contributions;
- g) ensure no less than 75% of the Financial Counsellor's time is spent on Financial Counselling Assistance and no more than 25% of time spend on matters incidental to the Activity;
- h) ensure the Financial Counsellor's employment contract contains provisions that are consistent with the obligations imposed on You under this Agreement;
- i) target indigenous and Non English-Speaking Background (NESB) Clients commensurate with the extent of these Clients in the Service Area;
- j) ensure the Financial Counsellor maintains professional qualifications or standards to meet the minimum competencies in the Resource Manual;
- k) monitor the financial counsellor's performance;
- l) monitor delivery of the Activity including service quality, timeliness and number and coverage of clients;
- m) network and promote the service to other community service providers;
- n) evaluate the Service Area's continuing need for the Activity;
- o) provide four-monthly statistical reports to Us within 14 days of the end of each reporting period in accordance with Annexure E to the Schedule; (for the purpose of reporting on the ATLAS database a Client should only be entered after they have received at least one hour of assistance from the Financial Counsellor which is related to the Activity. Where there is more than one representative from any one Client's business/Enterprise, this can only be counted as one Client.
- p) provide a written annual report and financial statements to Us within 30 days of the end of the financial year; and
- q) in consultation with Us, provide an independent audited annual report to Us within 60 days of the end of the financial year.

It is expected that the Client would not be a client for more than 12 months. If requested by Us, you must provide us with an explanation setting out the reasons why a Client has been a client of Yours for more than 12 months.

## ACTIVITIES NOT TO BE PERFORMED

You must not use the Funding or Other Contributions to:

- a) provide succession planning. If there is a need for succession planning, the Financial Counsellor must refer the Client to an appropriately qualified person/agency;
- b) use Your time and/or resources, including the use of the services' name or an employment position, to lobby government about matters that can be raised directly with Us. (It is not intended however, that any person should be restricted in any way from expressing personal views in their capacity as a citizen or individual); or
- c) provide financial 'advice' to Clients. Where it becomes apparent that financial advice is needed, the Financial Counsellor must refer the Client to an appropriately qualified person/agency.

Any staff employed by You must not be a member of Your Management Committee.

## OUTCOMES

The required Outcomes of the Activity are identified in Annexure E.

## ACTIVITY PERIOD

The Activity Period commences on the Date of this Agreement and ends on the Completion Date.

## 3. FUNDING AND PAYMENT (SUBCLAUSES 1.1, 4.1, 5.3(B), 5.6, 5.9, 5.10, 6.1, 6.2)

### FUNDING

#### «Service name»

The total Funding for the Activity is «**Total\_including\_GST**» which represents «**Grant\_Amount\_for\_20\_months**», the amount of Funding to be provided by Us for the Activity, and «GST», being the total GST payable in accordance with clause 4. The Funding will be paid as follows:

- a) First Instalment (not before 1 November 2002)  
20% on execution of this Funding Agreement (first payment) and the receipt by Us of a correct tax invoice completed in accordance with Annexure A to this Schedule and a statement of certification completed in accordance with Annexure B to this Schedule;
- b) Second Instalment (not before 1 March 2003)  
20% upon acceptance by Us of the first 4-monthly statistical report in accordance with the Milestones in this Schedule, a correct tax invoice completed in accordance with Annexure A to this Schedule and a statement of certification completed in accordance with Annexure B to this Schedule;
- c) Third Instalment (not to be paid before 1 July 2003)  
20% upon acceptance by Us of confirmation of Other Contributions for the period 1 July 2003 to 30 June 2004, second 4-monthly statistical report in accordance with the Milestones in this Schedule, a correct tax invoice completed in accordance with Annexure A to this Schedule and a statement of certification completed in accordance with Annexure B to this Schedule;

- d) Fourth Instalment (not to be paid before 1 November 2003)
- 20% upon acceptance by Us that an independent financial and performance audit of the Activity has been performed in accordance with performance standards identified in the Resource Manual and a copy of the audit report has been provided to Us and the third 4-monthly statistical report in accordance with the Milestones in this Schedule, a correct tax invoice completed in accordance with Annexure A to this Schedule and a statement of certification completed in accordance with Annexure B to this Schedule;
- e) Final Instalment (not to be paid before 1 March 2004)
- 20% upon acceptance by Us of the fourth 4-monthly statistical report in accordance with the Milestones in this Schedule, a correct tax invoice completed in accordance with Annexure A of this Schedule and a statement of certification completed in accordance with Annexure B to this Schedule.

#### **4. REPORTS (SUBCLAUSES 1.1, 9.1 TO 9.3)**

Reports are to be provided in accordance with Annexure E to this Schedule.

#### **5. ASSETS (SUBCLAUSE 1.1 AND CLAUSE 7)**

In accordance with clause 7, You may purchase or lease a service motor vehicle as per the Budget in this Schedule for use by You for purposes relating to the Activity and You must ensure the motor vehicle type and model is commensurate with the roads and conditions in the Service Area.

#### **6. INSURANCE (SUBCLAUSE 16.1)**

As a minimum, You will ensure that policies of insurance remain current for the Term of the Agreement including:

- a) workers compensation insurance as required by law where You carry out activities under this Agreement;
- b) public liability insurance to the value of at least \$10 million per claim, or occurrence giving rise to a claim, in respect to activities undertaken under this Agreement, where occurrence means either a single occurrence or a series of occurrences if these are linked or occur in connection with one another from one original cause, as the case may be;
- c) insurance over any Asset acquired pursuant to clause 7 of this Agreement for its full replacement value;
- d) directors' and officers' insurance; and
- e) professional indemnity insurance.

#### **7. CONFLICT OF INTEREST (CLAUSE 17)**

Examples include, but are not limited to:

- a management committee, or any of its members, or any staff member with a direct or indirect interest in a business, enterprise or venture that provides services or related services to a Client where that interest has not been declared to Us;

- a management committee, or any of its members, or any staff member with a direct or indirect interest in a business, enterprise or venture that provides services or related services to a Client which arises as a result of information or knowledge obtained through the Activity and that interest has not been declared to Us;
- an employee who is also a member of the management committee;
- employees engaged to provide services other than those identified in this Agreement that has not been declared to Us;
- any committee or staff member that is currently or was in the past 2 years, a Client of the service;
- any committee member that is the immediate family or business associate of the rural financial counsellor;
- any committee member that has an interest with the financial counsellor that is not formally declared to the management committee.

## **8. ACKNOWLEDGMENT AND PUBLICITY (SUBCLAUSE 23.1)**

The manner of acknowledgment is identified in Annexure D to this Schedule.

## **9. COMPLIANCE WITH LAWS AND POLICIES (SUBCLAUSES 25.1 AND 25.2)**

You must comply with the following laws in carrying out the Activity:

- *Equal Opportunity for Women in the Workplace Act 1999;*
- *Racial Discrimination Act 1984;*
- *Sex Discrimination Act 1984;*
- *Disability Discrimination Act 1992;*
- *Crimes Act 1914;*
- *Criminal Code Act 1995.*

## **10. RESOURCE MANUAL**

You must comply with the *Rural Financial Counselling Service Resource Manual* in carrying out the Activity:

## **11. NOTICES (SUBCLAUSE 35.1)**

Our contact details are as follows:

Manager  
 Rural Financial Counselling Service  
 Department of Agriculture, Fisheries and Forestry  
 GPO Box 858  
 CANBERRA ACT 2601  
 Telephone: 02 6272 5537  
 Facsimile: 02 6272 3025 or 02 6272 2004  
 Email: financialcounselling@daffa.gov.au

Your contact details are as follows:

«Title» «FirstName» «Surname»  
«Service name»  
«Grantee\_address»  
«Grantee\_Town» «Grantee\_State» «Grantee\_postcode»  
Telephone: «Phone»  
Facsimile: «Fax»  
Email: (if available) «Email»

THIS AGREEMENT is made on the ..... day of ..... year .....

**EXECUTION CLAUSES**

Executed by the parties.

SIGNED for and on behalf of the COMMONWEALTH OF AUSTRALIA represented by and acting through the  
**Department of Agriculture Fisheries & Forestry – Australia, ABN 24 113 085 695** by

.....  
*print name* *sign here*

Witness

.....  
*print name of witness* *witness sign here*

**Executed on behalf of**

«**Service name**», ABN «**ABN**» by **Signatory** who by signing warrants that they have the authority to bind  
«**Service name**» in the presence of:

Signatory

.....  
*print name* *sign here*

Witness

.....  
*print name of witness* *witness sign here*

Name and occupation of witness

.....  
*please print*

# ANNEXURE E - REPORTING

Payment of the Funds is to be made in 4-monthly instalments, which is subject to Us being satisfied that You have fulfilled reporting conditions identified in this Annexure E.

Each 4-month period, You are required to provide:

- A Statement of Certification in accordance with Annexure B to this Schedule;
- A Tax Invoice in accordance with Annexure A to this Schedule;
- 4-monthly statistical reports using the latest version of the ATLAS software in accordance with this Annexure E; and
- All other reports as identified in this Annexure E within 14 days of their due date.

Outcome	Measured By	Milestone
Clients have modified their approach to the future of their business	The number of Clients that have taken adjustment action and are self reliant as a result of Your assistance.  Report provided in each Annual Report on adjustment successes	Ongoing  Information about achievements to be included in each Annual Report
Efficient and effective use of resources	Employment and management of Suitably Qualified Staff  You notify Us as soon as practicable of any financial counsellor that does not meet the minimum competencies identified in the Resource Manual	Ongoing  Provide a copy of the financial counsellors Resume if requested by Us.
Clients and the community have provided feedback about Your performance in relation to the Activity	Clients and stakeholders are encouraged to complete a satisfaction survey (provided by Us) between 1 January and 31 March 2004.	A report on the survey results provided to Us before 31 May 2004.
An Independent Financial And Performance Audit conducted	Full participation and access to all records and information (by the independent auditor) relating to an audit of the Activity, against current laws and policies and standards identified in the Resource Manual which include an assessment of service delivery methods and financial management.	Audit to have been conducted before 31 October 2003 (in most cases) – the timeframe for audit is to be agreed between You and Us.



Outcome	Measured By	Milestone
Information provided to Us about the Activity	<p>High quality 4-monthly ATLAS statistical reports provided electronically to Us which include:</p> <ul style="list-style-type: none"> <li>• The number of Clients that have been assisted by the Financial Counsellor</li> <li>• Nature of the assistance given;</li> <li>• The Client's location;</li> <li>• Industry profile of the Client;</li> <li>• Identification of the number of rural industries, Primary Producers and Rural Businesses in the Service Area; and</li> <li>• Number of Clients that You were unable to assist;</li> <li>• Average cost of assistance per client</li> </ul> <p>Two Annual Reports, one for 2002/2003 and one for 2003/2004 which include audited financial statements, to be provided to Us</p>	<p><b>4-monthly Reports due:</b></p> <p>14 March 2003</p> <p>14 July 2003</p> <p>14 November 2003</p> <p>14 March 2004</p> <p>14 July 2004</p> <p><b>Annual Reports due:</b></p> <p>30 September 2003</p> <p>30 September 2004</p>
NESB and indigenous Clients in the Service Area are aware of the services that are available through the RFCS	<ul style="list-style-type: none"> <li>• Identification of the number of NESB and indigenous clients in the Service Area</li> <li>• Communication strategy developed and in place, commensurate with the number of NESB and indigenous Clients in the Service Area;</li> <li>• The number of NESB and indigenous clients who have received assistance in comparison to the number in the Service Area</li> </ul>	Information about achievements to be included in each Annual Report

# APPENDIX 10

## FUNDING AGREEMENT VARIATION, JULY 2004–JUNE 2005

### FUNDING AGREEMENT VARIATION

### BETWEEN

**AUSTRALIAN GOVERNMENT**  
**as represented by the**  
**Department of Agriculture Fisheries & Forestry – Australia**  
**ABN: 24 113 085 695**

### AND

**(Service Name)**  
**ABN: «ABN»**

in relation to funding for the provision of the AAA Rural Financial Counselling Service Program

Minter Ellison Lawyers  
Corporate Legal Unit  
Department of Agriculture, Fisheries and Forestry  
Edmund Barton Building  
Barton ACT 2600

## FUNDING AGREEMENT VARIATION

### PARTIES

AUSTRALIAN GOVERNMENT, represented by and acting through the Department of Agriculture, Fisheries and Forestry, ABN 24 113 085 695 ('Us' or 'We' or 'Our' as the case requires)

AND

«**Service name**», ABN «ABN», ('You' or 'Your' as the case requires)

### RECITALS

- A. The parties entered into a Funding Agreement after **1 November 2002**, in respect of a grant under the AAA – Rural Financial Counselling Service Program (RFCs) ('Original Funding Agreement').
- B. The parties now wish to vary the Original Funding Agreement, pursuant to clause 27.2 of the Original Funding Agreement, as set out in this Agreement.

### AGREEMENT

Under **1.1 Interpretation**, delete "*Completion Date' means 30 August 2004*". Substitute with "*Completion Date' means 30 August 2005, including Annual Report*".

Under **Schedule 2 – Activities not to be performed**. Include the following paragraph:

- (d) Rural Financial Counsellors undertaking Initial Farm Help Financial Assessments (currently referred to by Centrelink as the Farm Enterprise Viability Assessment/FEVA) and other fee chargeable work for Australian Government agencies may not charge a fee for provision of these services.

Delete **Schedule 3 (Funding and Payment)**. Substitute with the following:

'The total Funding for the Activity is «M\_20042005\_Total\_amount\_inc\_GST» which represents «M\_20042005\_Amount\_ex\_GST», the amount of Funding to be provided by US for the Activity, and «M\_20042005\_GST», being the total GST payable in accordance with clause 10';

- a) First Instalment - 1 July 2004 to 30 October 2004 (**payable by 14 July 2004**) (not to be paid before 1 July 2004)

33.3% upon acceptance by Us of a 4-monthly ARC statistical report (**period March 2004 to June 2004**) in accordance with the Milestones in this Schedule, a correct tax invoice completed in accordance with Annexure A to this Schedule and a statement of certification completed in accordance with Annexure B to this Schedule;

- b) Second Instalment - 1 November 2004 to 28 February 2005 (**payable by 14 November 2004**) (not to be paid before 1 November 2004)

33.3% upon acceptance by Us of an Annual Report (**due 31 August 2004**), a 4-monthly ARC statistical report (**period July 2004 to October 2004**) in accordance with the Milestones in this Schedule, a correct tax invoice completed in accordance with Annexure A to this Schedule, a statement of certification completed in accordance with Annexure B to this Schedule and completion of Annexure C (Budget) (**due 30 July 2004**);

- c) Third and Final Instalment - 1 March 2005 to 30 June 2005 (payable by 14 March 2005) (not to be paid before 1 March 2005)

33.4% upon acceptance by Us a 4-monthly ARC statistical report **(period November 2004 to February 2005)** in accordance with the Milestones in this Schedule, a correct tax invoice completed in accordance with Annexure A to this Schedule and a statement of certification completed in accordance with Annexure B to this Schedule.

Delete **Annexure C (Budget)**. Substitute with the attached Annexure C (Budget). Complete Annexure C and return by 30 July 2004.

Delete **Annexure E (Reporting)**. Substitute with the attached Annexure E (Reporting).

## APPENDIX 11

### SUMMARY OF THE QUALIFICATIONS, EXPERIENCE AND AVERAGE SALARIES OF RURAL FINANCIAL COUNSELLORS

(Information as provided by counsellors in November 2003; 76 (of 87) résumés received)

#### Qualifications

University qualifications	46 (61%)
Other qualifications (courses)	52 (70%)
Business management experience	3 (4%)
Financial counselling experience	6 (8%)
Banking experience	30 (38%)
Current training	29 (38%)

#### Percentage change of new counsellors within last 12 months, by state as at November 2003

NSW	14%	TAS	0%
QLD	25%	SA	1%
VIC	22%	<b>Total</b>	<b>72%</b>

#### Average counsellor salary (based on 2004–05 financial year)

New South Wales	\$56,996	Western Australia	\$52,181
Queensland	\$62,973	Tasmania	\$48,083
South Australia	\$51,863	Victoria	\$50,153

National average \$57,708

## APPENDIX 12

### THE 2000 EVALUATION OF THE RURAL COMMUNITIES PROGRAM (RCP)

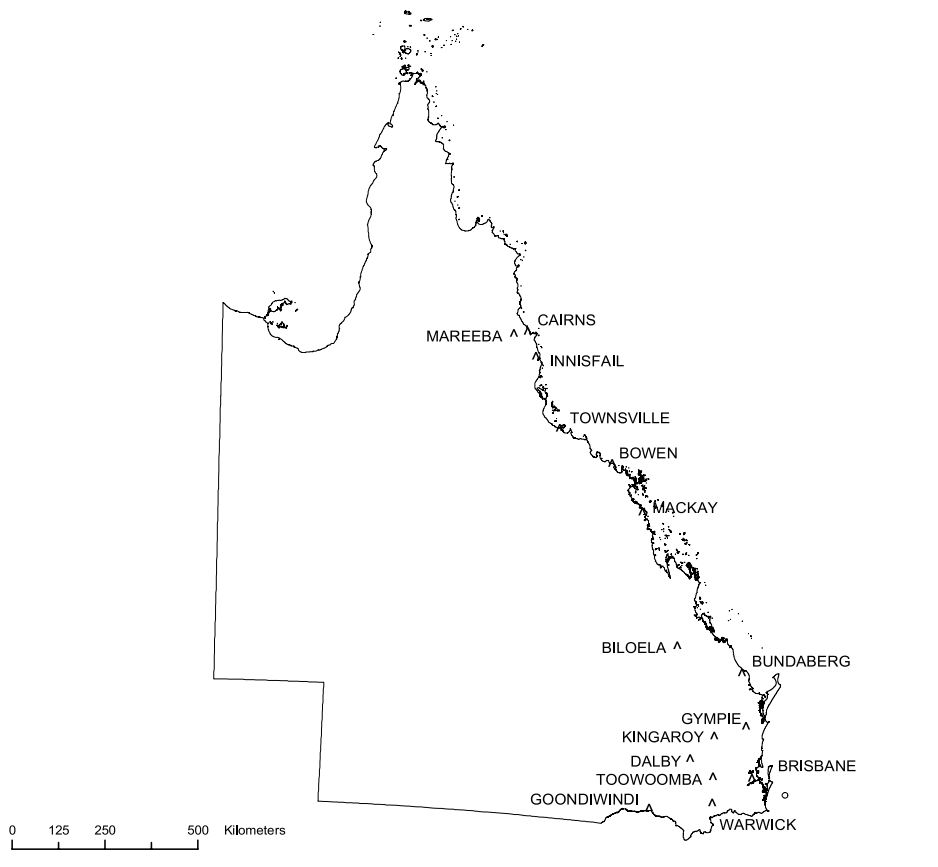
Details of this evaluation are available on the DAFF website at:

[www.rfcs.gov.au](http://www.rfcs.gov.au)

Alternatively, you may contact the Department on (Freecall) 1800 686 175

# APPENDIX 13

## LOCATION OF QDPIF FARM FINANCIAL COUNSELLORS



### Legend

^ Farm Financial Counselling Services  
 CAIRNS Locality

Data Source: Farm Financial Counselling Service  
 QLD Department of Primary Industries (March 2004)

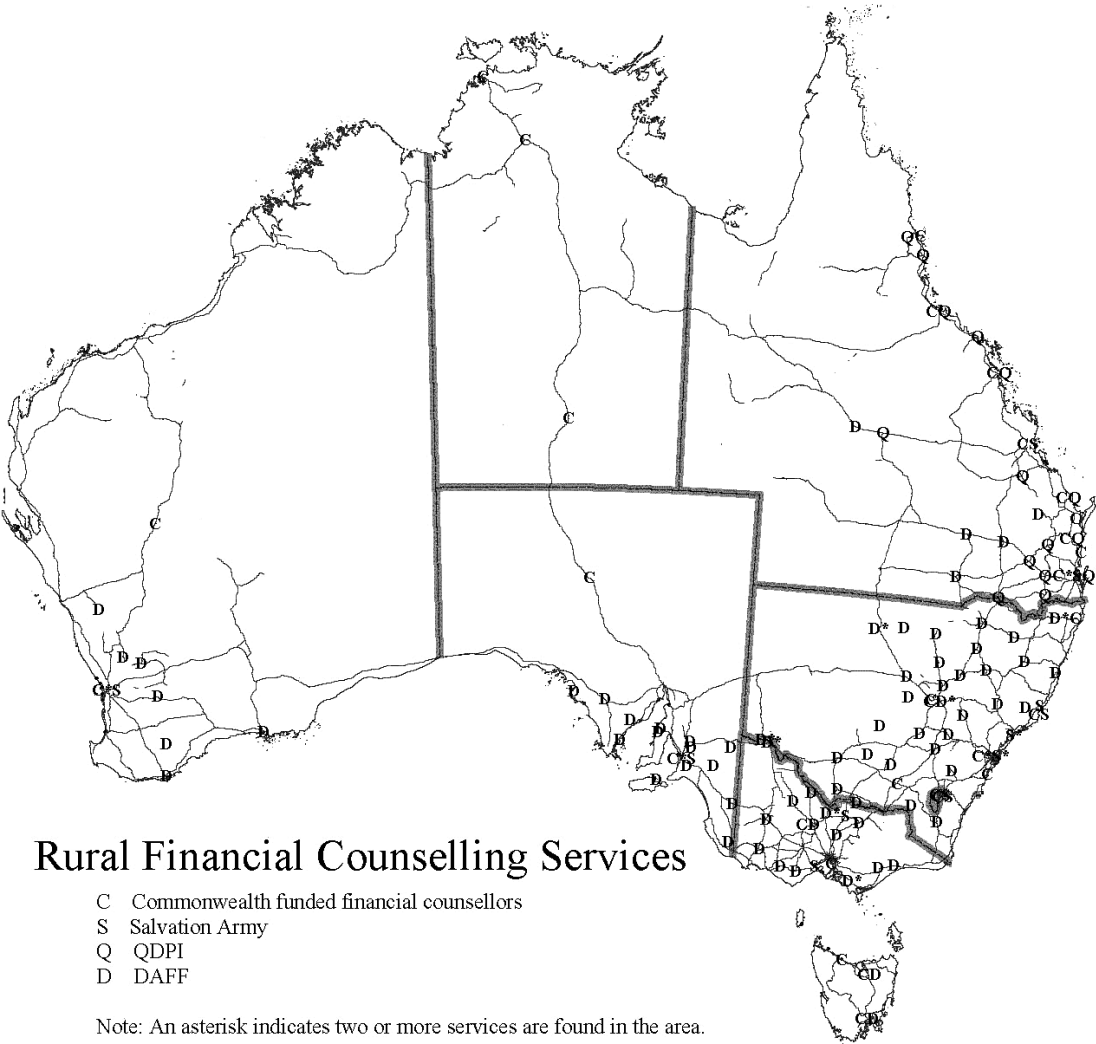
Projection: Lambert Conformal Conic  
 Datum: GDA 94

Cartography and digital compilation:  
 Bureau of Rural Sciences, Social Sciences Program  
<http://www.daff.gov.au>

© October 2004

# APPENDIX 14

## MAP OF OTHER FINANCIAL COUNSELLING PROVIDERS (GOVERNMENT AND NOT-FOR-PROFIT)





# APPENDIX 15

## SURVEY BY SOLUTIONS RESEARCH AND MARKETING 2002

Details of this survey are available on the DAFF website at:

[www.daff.gov.au/publications/](http://www.daff.gov.au/publications/)

Then follow the link to 'Agriculture Advancing Australia', then 'Review of Agriculture - Advancing Australia Package 2000-2004'.

Alternatively, you may contact the Department on (Freecall) 1800 686 175.

# APPENDIX 16

## TRENDS IN FARM HELP INCOME SUPPORT

Month	Recipients as at end of month	New customers (initial claim)
May-99	1251	60
Jun-99	1208	132
Jul-99	1122	120
Aug-99	1123	114
Sep-99	1078	85
Oct-99	1059	82
Nov-99	1062	78
Dec-99	1100	149
Jan-00	1141	137
Feb-00	1207	139
Mar-00	1233	168
Apr-00	1257	131
May-00	1325	146
Jun-00	1360	210
Jul-00	1586	298
Aug-00	1634	149
Sep-00	1560	129
Oct-00	1566	107
Nov-00	1466	90
Dec-00	1246	67

Month	Recipients as at end of month	New customers (initial claim)
Jan-01	1236	79
Feb-01	1188	88
Mar-01	1136	100
Apr-01	1079	71
May-01	1061	79
Jun-01	919	116
Jul-01	904	100
Aug-01	878	97
Sep-01	825	69
Oct-01	801	67
Nov-01	769	67
Dec-01	772	90
Jan-02	756	95
Feb-02	784	107
Mar-02	817	87
Apr-02	909	81
May-02	956	119
Jun-02	994	66
Jul-02	982	111
Aug-02	1035	103
Sep-02	1042	89
Oct-02	1025	97
Nov-02	1104	184
Dec-02	1088	154
Jan-03	975	104
Feb-03	920	121
Mar-03	862	85
Apr-03	810	87

Month	Recipients as at end of month	New customers (initial claim)
May-03	717	62
Jun-03	709	57
Jul-03	723	91
Aug-03	695	52
Sep-03	635	25
Oct-03	645	61
Nov-03	668	68
Dec-03	656	66
Jan-04	641	56
Feb-04	626	53
Mar-04	599	61
Apr-04	569	47
May-04	543	42
Jun-04	502	70
Jul-04	531	62
Aug-04	542	44
Sep-04	542	44
Oct-04	528	35

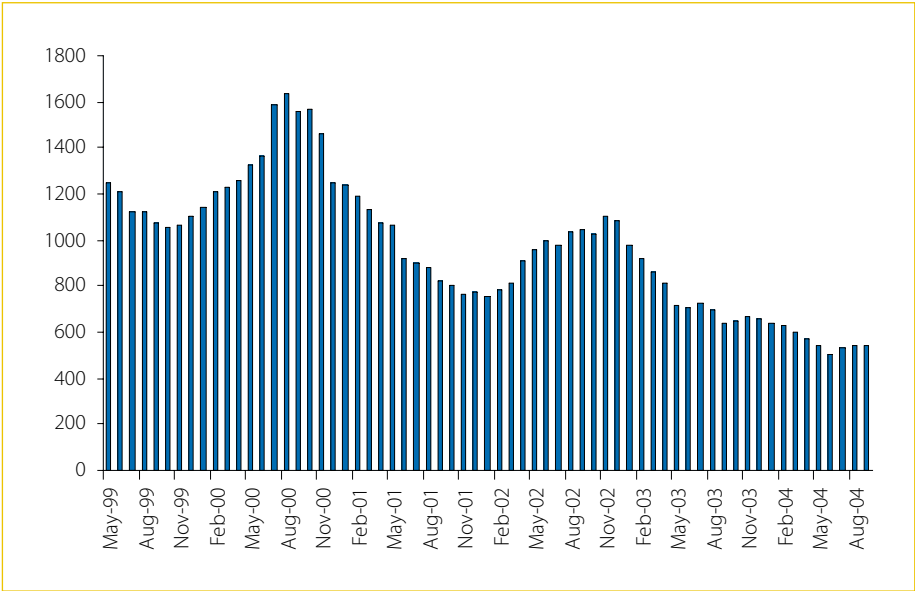


Figure Farm Help Income Support — Current customers per month

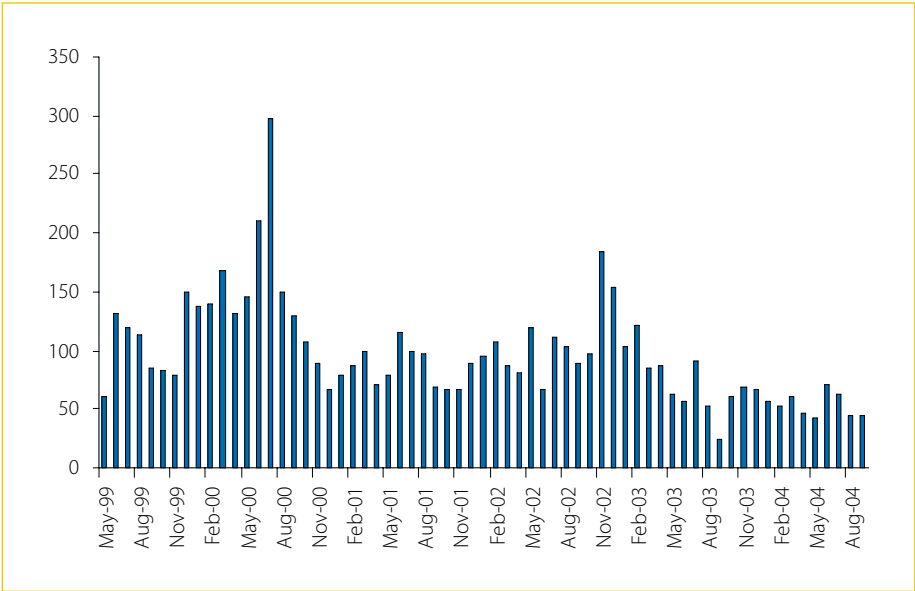
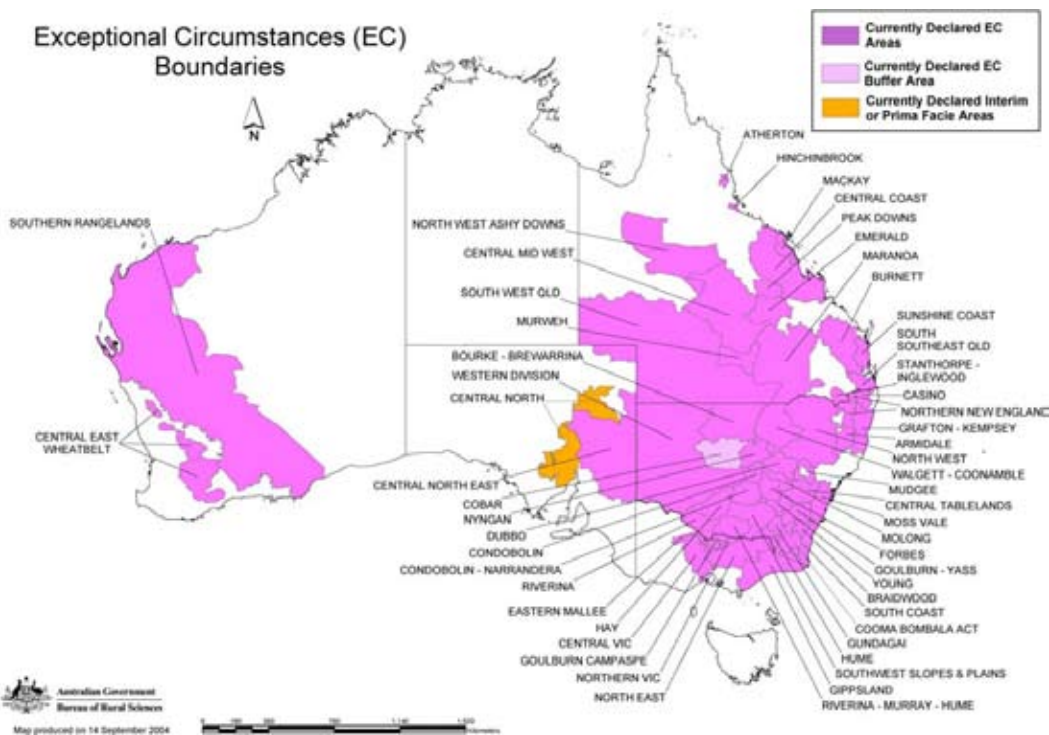


Figure Farm Help Income Support — New customers per month

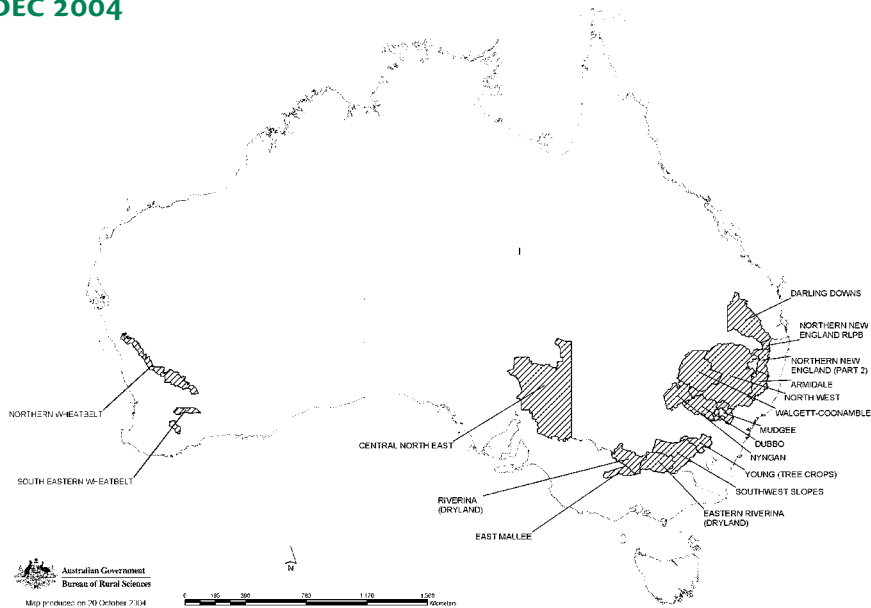
# APPENDIX 17

## BRS MAPS (4) OF THE DISTRIBUTION OF CURRENT EXCEPTIONAL CIRCUMSTANCE GRANT RECIPIENTS

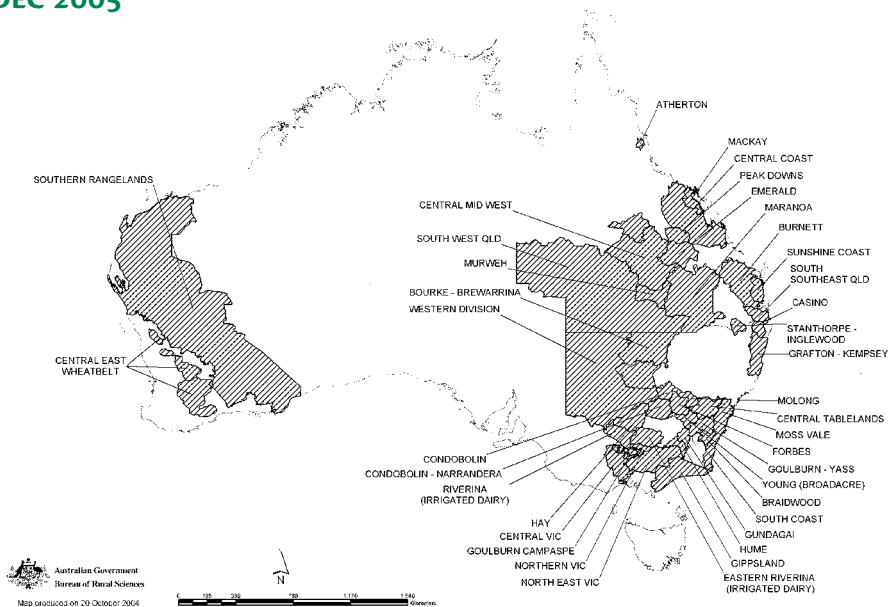
MAP 1 OF 4 — CURRENT DECLARED EC REGIONS



**MAP 2 OF 4 — EC REGIONS WHERE PAYMENTS CEASE TO END OF DEC 2004**



**MAP 3 OF 4 — EC REGIONS WHERE PAYMENTS CEASE TO END OF DEC 2005**



**MAP 4 OF 4 — EC REGIONS WHERE PAYMENTS CEASE TO END OF DEC 2006**

