



Australian Government

Department of Health

**Commonwealth
Standard Grant Agreement**

between
the Commonwealth represented by
Department of Health

and

The Indigenous Marathon Foundation
Limited

Grant Agreement 4-8GJDRXR

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	The Indigenous Marathon Foundation Limited
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Company
Trading or business name	The Indigenous Marathon Foundation Limited
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	39 162 317 455
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical)	50 Colbee Ct, PHILLIP ACT 2606
Relevant business place (if different)	
Telephone	02 6260 s47F
Fax	02 6260 5799
Email	s47F

The Commonwealth

The Commonwealth of Australia represented by Department of Health
23 Furzer Street PHILLIP ACT 2606
ABN 83 605 426 759

Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire Agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, Agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details

Organisation ID:	s47E(d)
Agreement ID:	4-8GJDRXR
Schedule ID:	4-8GJDRXT

A. Purpose of the Grant

The purpose of the Grant is to:

The Indigenous Australians' Health Programme ('The Program') aims to contribute to closing the gap in life expectancy within a generation and to halve the gap in mortality rates for Indigenous children under five within a decade.

The Program aims to improve the health of all Aboriginal and Torres Strait Islander people through a variety of comprehensive activities focused on local health needs as well as targeted activities addressing geographic and specific disease processes.

The overarching objective of the Program is to provide primary health care services including maternal and child health care and chronic disease prevention, detection and management and to support access to GP, specialist and allied and other health professionals for Aboriginal and Torres Strait Islander people. It also aims to build a health system that continually improves quality and is responsive to the health needs of Aboriginal and Torres Strait Islander people.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Indigenous Australians Health Program program.

Indigenous Marathon Project - 4-8GJDRXY

B. Grant Activity

The Grantee will recruit, train and support a group of 12 Aboriginal and Torres Strait Islander people between 18-30 years per year to undergo marathon training; and support them to undertake and successfully complete a nine month educational and leadership training program including a Certificate IV in Sport and Recreation, Level 1 Run Coaching Certificate, Sports First Aid and CPR, Indigenous Mental Health First Aid; promote the activity to a broader Indigenous audience and provide opportunities for participants to engage in public speaking and media training.

Throughout the year the group, and a network of volunteers, will participate in a variety of health promotion events around the country including community running competitions. As part of these events, the group will promote healthy lifestyle messages including promoting physical activity, Indigenous health checks, community engagement and connectivity, addressing mental health, chronic disease, obesity, smoking, and alcohol and substance abuse. The IMP will support and encourage Indigenous men, women and children to become more physically active, improve their food choices, quit smoking, adopt a healthy lifestyle, and reduce their risk of chronic disease.

The Grantee will undertake the Activity in accordance with the Indigenous Australians' Health Programme Guidelines and can be located at <http://www.health.gov.au/internet/main/publishing.nsf/Content/indigenous-programme-lp>.

It is acknowledged that the Grantee may hold unspent and uncommitted funds provided through previous grant agreements relating to the same or very similar Activities. All or part of those unspent and uncommitted funds, as confirmed by final financial statements provided under the previous agreements, may, subject to the written approval by the Commonwealth and any conditions specified in that approval, be retained by the Grantee and treated as a Grant provided under, and subject to, this Agreement. Any such funds retained and used to deliver the Activity under this Agreement must then be acquitted in the financial statements provided under this Agreement.

This does not affect the right of the Commonwealth to require the repayment of the balance of the unspent and uncommitted funds held under the previous agreements.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
1. Try Outs and recruitment – Communities covered, number of applicants;	1. recruit, train and support 12 applicants per year, across States and Territories
2. IMP Workshops – numbers held, number of participants attending	2. host 5 workshops per year, achieve 85% attendance rate
3. IMP Education – Courses delivered and participant performances (Cert IV Sport & Rec, Level I Run Coach, CPR First Aid, Mental Health First Aid)	3. 90% of participants to pass courses enrolled
4. Marathon completed	4. 80% of selected squad - injury, pregnancy etc dependent
5. Return to Communities	5. 80% of graduates each year
6. Support and engage participants with their progress throughout the IMP program, including the collection of qualitative feedback collected by participants to demonstrate the benefits of the project.	6 - 9. to be finalised as part of Activity Work Plan

7. Participants' engagement in community leadership, particularly in relation to implementing activities to improve mental health and physical health outcomes for local people.	6 - 9. to be finalised as part of Activity Work Plan
8. Numbers; types and locations of activities that have been established by participants to improve mental health and physical outcomes for local people.	6 - 9. to be finalised as part of Activity Work Plan
9. Leadership and support provided by participants to local people as a result of their involvement in the IMP.	6 - 9. to be finalised as part of Activity Work Plan

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1	Direct Funded	The Indigenous Marathon Foundation Limited	50 Colbee Ct PHILLIP ACT 2606

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	None Specified	None Specified

C. Duration of the Grant

The Activity starts on 1 July 2018.

The Activity (other than the provision of any final reports) ends on 30 June 2025, which is the Activity's Completion Date.

The Agreement ends on 30 October 2025 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

D. Payment of the Grant

The total amount of the Grant is \$6,845,475.00* (GST exclusive).

A break down by Financial Year is below:

Financial Year	Amount * (excl. GST)
2018-2019	\$980,000.00
2019-2020	\$991,066.00
2020-2021	\$1,002,409.00
2021-2022	\$600,000.00
2022-2023	\$1,010,000.00
2023-2024	\$1,124,000.00
2024-2025	\$1,138,000.00

*This amount may include Social, Community, Home Care and Disability Services Industry Award 2010 Supplementation (SACS).

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

BSB Number	s47G(1)(a)
Financial Institution	s47G(1)(a)
Account Number	s47G(1)(a)
Account Name	s47G(1)(a)

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
IAHP IMP Q1 18-19	5 July 2018	\$245,000.00	\$24,500.00	\$269,500.00
IAHP IMP Q2 18-19	5 October 2018	\$245,000.00	\$24,500.00	\$269,500.00
IAHP IMP Q3 18-19	5 January 2019	\$245,000.00	\$24,500.00	\$269,500.00
IAHP IMP Q4 18-19	5 April 2019	\$245,000.00	\$24,500.00	\$269,500.00
IAHP IMP Q1 19-20	5 July 2019	\$247,766.50	\$24,776.65	\$272,543.15
IAHP IMP Q2 19-20	5 October 2019	\$247,766.50	\$24,776.65	\$272,543.15
IAHP IMP Q3 19-20	5 January 2020	\$247,766.50	\$24,776.65	\$272,543.15
IAHP IMP Q4 19-20	5 April 2020	\$247,766.50	\$24,776.65	\$272,543.15
IAHP IMP Q1 20-21	5 July 2020	\$250,602.25	\$25,060.23	\$275,662.48
IAHP IMP Q2 20-21	5 October 2020	\$250,602.25	\$25,060.23	\$275,662.48
IAHP IMP Q3 20-21	5 January 2021	\$250,602.25	\$25,060.23	\$275,662.48
IAHP IMP Q4 20-21	5 April 2021	\$250,602.25	\$25,060.23	\$275,662.48
2021-2022 Payment on execution of variation	10 February 2022	\$600,000.00	\$60,000.00	\$660,000.00
2022-2023 Payment	31 January 2023	\$1,010,000.00	\$101,000.00	\$1,111,000.00
2023-2024 Payment	31 January 2024	\$1,124,000.00	\$112,400.00	\$1,236,400.00
2024-2025 Payment	31 October 2024	\$1,138,000.00	\$113,800.00	\$1,251,800.00
Total Amount		\$6,845,475.00	\$684,547.52	\$7,530,022.52

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

Taxes, duties and government charges

Refer to Clause 9. Taxes, duties and government charges.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Activity Work Plan	The Grantee must provide an Activity Work Plan and Budget covering the period of 1 July 2018 to 30 June 2019, as specified in the templates provided by the Commonwealth.	31 July 2018
Performance Report	The first Six Month performance report is to contain information on the performance during the reporting period 1 July - 31 December 2018 including: (a) how project aims and description in Item B have been met (with reference to the Activity Work Plan); and (b) an explanation as to how the Grantee is addressing any issues, problems or delays with the project.	15 January 2019
Financial Acquittal Report	The Grantee to provide Income and Expenditure Statement for the period 1 July to 31 December 2018 to the Commonwealth Representative, including: (a) the receipt, use, commitment and other expenditure of funds, against the agreed budget for the project; (b) any use, commitment and other expenditure of funds for a purpose not expressly permitted under the agreed budget for the project; and (c) a financial declaration as described in item E4 signed by the Chief Executive and an authorised Board member for the reporting period.	31 January 2019
Activity Work Plan	The Grantee must provide an Activity Work Plan and Budget covering the period 1 July 2019 to 30 June 2020, as specified in the templates provided by the Commonwealth.	31 July 2019
Performance Report	The Twelve Month performance report is to contain information on the performance of the project during the reporting period 1 July 2018 - 30 June 2019 including: (a) how project aims and description in Item B and key performance indicators have been met (with reference to the Activity Work Plan); and (b) an explanation as to how the Grantee is addressing any issues, problems or delays with the project.	31 July 2019

DOH Acquittal Other	The Grantee to provide Income and Expenditure Statement for the period 1 July 2018 to 30 June 2019 to the Commonwealth Representative, including; (a) the receipt, use, commitment and other expenditure of funds, against the agreed budget for the project; (b) any use, commitment and other expenditure of funds for a purpose not expressly permitted under the agreed budget for the project; and (c) a financial declaration as described in item E4 signed by the Chief Executive and an authorised Board member for the period covering 1 July 2018 - 30 June 2019.	31 October 2019
Performance Report	The first Six Month performance report is to contain information on the performance during the reporting period 1 July - 31 December 2019 including; (a) how project aims and description in Item B have been met (with reference to the Activity Work Plan); and (b) an explanation as to how the Grantee is addressing any issues, problems or delays with the project.	15 January 2020
DOH Acquittal Other	The Grantee to provide Income and Expenditure Statement for the period 1 July to 31 December 2019 to the Commonwealth Representative, including; (a) the receipt, use, commitment and other expenditure of funds, against the agreed budget for the project; (b) any use, commitment and other expenditure of funds for a purpose not expressly permitted under the agreed budget for the project; and (c) a financial declaration as described in item E4 signed by the Chief Executive and an authorised Board member for the reporting period	31 January 2020
Activity Work Plan	The Grantee must provide an Activity Work Plan and Budget covering the period of 1 July 2020 to 30 June 2021, as specified in the templates provided by the Commonwealth.	15 August 2020
Performance Report	The Twelve Month performance report is to contain information on the performance of the project during the reporting period 1 July 2019 - 30 June 2020 including; (a) how project aims and description in Item B and key performance indicators have been met (with reference to the Activity Work Plan); and (b) an explanation as to how the Grantee is addressing any issues, problems or delays with the project.	30 September 2020

DOH Acquittal Other	<p>The Grantee to provide Income and Expenditure Statement for the period 1 July 2019 to 30 June 2020 to the Commonwealth Representative, including;</p> <p>(a) the receipt, use, commitment and other expenditure of funds, against the agreed budget for the project;</p> <p>(b) any use, commitment and other expenditure of funds for a purpose not expressly permitted under the agreed budget for the project; and</p> <p>(c) a financial declaration as described in item E4 signed by the Chief Executive and an authorised Board member for the period covering 1 July 2019 - 30 June 2020.</p>	31 October 2020
Performance Report	<p>The first Six Month performance report is to contain information on the performance during the reporting period 1 July - 31 December 2020 including;</p> <p>(a) how project aims and description in Item B have been met (with reference to the Activity Work Plan); and</p> <p>(b) an explanation as to how the Grantee is addressing any issues, problems or delays with the project.</p>	15 January 2021
DOH Acquittal Other	<p>The Grantee to provide Income and Expenditure Statement for the period 1 July to 31 December 2020 to the Commonwealth Representative, including;</p> <p>(a) the receipt, use, commitment and other expenditure of funds, against the agreed budget for the project;</p> <p>(b) any use, commitment and other expenditure of funds for a purpose not expressly permitted under the agreed budget for the project; and</p> <p>(c) a financial declaration as described in item E4 signed by the Chief Executive and an authorised Board member for the reporting period.</p>	31 January 2021
Performance Report	<p>The Twelve Month performance report is to contain information on the performance of the project during the reporting period 1 July 2020 - 30 June 2021 including;</p> <p>(a) how project aims and description in Item B and key performance indicators have been met (with reference to the Activity Work Plan); and</p> <p>(b) an explanation as to how the Grantee is addressing any issues, problems or delays with the project.</p>	31 July 2021

DOH Acquittal Other	The Grantee to provide Income and Expenditure Statement for the period 1 July 2020 to 30 June 2021 to the Commonwealth Representative, including; (a) the receipt, use, commitment and other expenditure of funds, against the agreed budget for the project; (b) any use, commitment and other expenditure of funds for a purpose not expressly permitted under the agreed budget for the project; and (c) a financial declaration as described in item E4 signed by the Chief Executive and an authorised Board member for the period covering 1 July 2020 - 30 June 2021.	31 October 2021
Activity Work Plan	Activity Work Plan covering the period from 1 July 2022 to 30 June 2023	15 February 2022
Performance Report	Performance Report for the period of 1 January 2022 to 30 June 2022	31 July 2022
Financial Acquittal Report	Finance Report for the period 1 July 2021 to 30 June 2022	31 October 2022
Performance Report	Performance Report for the period of 1 July 2022 to 31 December 2022	31 January 2023
Performance Report	Performance Report for the period of 1 January 2023 to 30 June 2023	31 July 2023
Activity Work Plan	Activity Work Plan covering the period from 1 July 2023 to 30 June 2024	31 July 2023
Financial Acquittal Report	Finance Report for the period from 1 July 2022 to 30 June 2023	31 October 2023
Performance Report	Performance Report for the period of 1 July 2023 to 31 December 2023	31 January 2024
Activity Work Plan	Activity Work Plan covering the period from 01 July 2024 to 30 June 2025	31 July 2024
Performance Report	Performance Report for the period 01 January 2024 - 30 June 2024	31 July 2024
Financial Acquittal Report	Finance Report for the period from 1 July 2023 to 30 June 2024 as per item E4.	31 October 2024
Performance Report	Performance Report for the period 01 July 2024 - 31 December 2024	31 January 2025

Final Report	<p>A Final Report for the period from execution to 30 June 2025 and must contain</p> <p>a An evaluation of the performance benefits and outcomes of the entire Activity including an evaluation of the Activity against the outcomes and indicators in Item B</p> <p>b A discussion of any issues problems or delays that Your Organisation experienced in its performance of the Activity and an explanation of how Your Organisation dealt with those issues problems and delays and</p> <p>c Any learning outcomes from the Activity</p> <p>The Final Report must meet the Departments satisfaction before the Milestone will be considered finalised</p>	31 July 2025
Financial Acquittal Report	<p>The Grantee to provide income and Expenditure Statement for the period 1 July 2024 to 30 June 2025 to the Commonwealth Representative, including a) the receipt, use, commitment and other expenditure of funds, against the agreed budget for the project; b) any use, commitment and other expenditure of funds for a purpose not expressly permitted under the agreed budget for the project; and c) a financial declaration as described in item E4 signed by the Chief Executive and an authorised Board member for the period covering 1 July 2024 to 30 June 2025.</p>	30 September 2025

E.1 Performance Reports

The Grantee must provide the Commonwealth with Performance Reports reporting on the performance of the Activity during the reporting period, including:

- (a) How the Activity aims and description, and Performance Indicators have been met (with reference to the Activity Work Plan).
- (b) A statement on the organisation's involvement and collaboration with other entities.
- (d) An explanation as to how the organisation is addressing any issues, problems or delays with the Activity.
- (e) Any proposed changes to the Activity Work Plan and Budget.

From time to time, the Commonwealth may provide additional instructions in relation to the required content and format of the Performance Report. The Grantee must provide the Performance reports at the time specified in Item E.

E.2 Activity Work Plan

The Grantee must provide an Activity Work Plan and Budget for the Duration of the Grant commencing from 1 July 2018 - 30 June 2021, by date specified.

The Activity Work Plan for the period commencing 1 July 2018 should contain specific strategies, activities, measures for capturing progress against the performance indicators, targets or outcomes to be achieved, and income/expense details in accordance with the Activity requirements in the Grant Details. An Activity Work Plan or Budget submitted by the Grantee that is approved by the Commonwealth will, on approval, become the Agreed Activity Work Plan and Agreed Budget for this Activity.

The Activity Work Plan should be reviewed annually, prior to the start of the new financial year, with services added or removed in line with changing priorities and community need. The Grantee must provide the revised Activity Work Plan at the time specified in Item E. From time to time, the Commonwealth may provide additional instructions in relation to the required content and format of the Activity Work Plan and Budget.

E.3 Annual Report

Not applicable.

E.4 Accounting for the Grant

Financial Year, during which the Grantee is required to perform a Project; and on or before 31 October after the relevant Financial Year; include:

- (a) Financial Declaration to be signed by the Chief Executive and an authorised Board member covering the whole Financial Year; and
- (b) Income and Expenditure Statement and Other Financial Information (refer to CB5.4, if applicable), covering the whole Financial Year.

E.5 Other Reports

Not applicable.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	s47F
Position	Director
Postal/physical address(es)	50 Colbee Ct, PHILLIP, ACT, 2606
Business hours telephone	02 6260 s47F
Mobile	
Fax	
E-mail	s47F

Commonwealth representative and address

Name of representative	s47F
Position	CGH Grant User
Postal/physical address(es)	GPO Box 9820 ADELAIDE SA 5001
Business hours telephone	Not specified
Mobile	Not specified
Fax	Not specified
E-mail	s47F

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

G. Activity Material

Activity Material means any material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.

Not applicable.