

s22

From: s22
Sent: Thursday, 31 October 2019 1:54 PM
To: s22
Cc: s22; s22
Subject: Issues with Pioneers Aboriginal Corporation (PAC) grant [SEC=OFFICIAL:Sensitive]

Hi Meredith

I want to bring your attention to below and provide an update.

s22 advised us today that they recently had a 3 hour meeting with the CEO and members of the Pioneers board and they have s47G

s47G

s47G

s47G

DSS has had advice from a WA Gov rep that the work the Pioneers does is strong and effective.

DSS will continue to closely monitor the grant.

For your information.

Thanks

s22

s22

Director, Preventive Health and Renal Policy

Indigenous Health Division | Health Systems Policy and Primary Care Group
 Chronic Disease, Infrastructure and Program Support Branch
 Australian Government Department of Health
 T: 02 6289 s22 | s22 | E: s22 @health.gov.au
 Location: Sirius Building s22
 GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s22 @health.gov.au>
Sent: Friday, 25 October 2019 12:07 PM
To: s22 @health.gov.au>
Cc: s22 @health.gov.au>; s22 @health.gov.au>
Subject: FW: Pioneers Aboriginal Corporation (PAC) [SEC=OFFICIAL:Sensitive]

Hi s22

If you receive anything related to the outcome of the meeting mentioned at the bottom of this email, can you please provide to us?

Cheers

s22

s22

Preventive Health and Renal Policy Section

Chronic Disease, Infrastructure and Program Support Branch
Indigenous Health Division | Health Systems Policy and Primary Care Group
Australian Government Department of Health
T: 02 6289 s22
PO Box 9848, Canberra ACT 2601, Australia

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

From: s22 @health.gov.au>
Sent: Thursday, 17 October 2019 1:54 PM
To: s22 @health.gov.au> s22 @health.gov.au>
Cc: s22 @health.gov.au>
Subject: FW: Pioneers Aboriginal Corporation (PAC) [SEC=UNOFFICIAL]

Hi s22

This is a possible developing issue. s22 asked me to hold off on raising the issue up the line until after his meeting next week, however, I have mentioned to s22 (who has policy oversight of this activity) that there is a possible issue.

s22

Primary Health System Improvement
Primary Health, Data and Evidence Branch
Indigenous Health Division
Department of Health

Ph (02) 6289 s22
GPO Box 9848, Canberra ACT 2601

From: s22 @dss.gov.au>
Sent: Wednesday, 16 October 2019 7:52 PM
To: s22 @health.gov.au>
Cc: s22 @dss.gov.au>; s22 @dss.gov.au>
Subject: Pioneers Aboriginal Corporation (PAC) [SEC=UNOFFICIAL]

Hi s22

As discussed, here is some background on the issues regarding Pioneers Aboriginal Corporation (PAC).

Organisation: Pioneers Aboriginal Corporation (PAC)

Background:

PAC Managing Director: Donna Nelson

4 Sep 2019: Funding Agreement executed (PAC previously unfunded by DoH)

11 Sep 2019: s47G

s47G

Next Steps:

CGH is meeting with Donna (CEO) next Thursday (24th October). s47G

s47G we will be able to ask enough questions to get the information from Donna that should be able to confirm what is happening.

Regards

s22

s22

Director

Community Grants Hub

Western Australia State Office

Department of Social Services

P: (08) 6218 s22 | M: s22 | E: s22 @dss.gov.au

communitygrants.gov.au

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THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH AND AGED CARE

s22

From: s47E(d) @dss.gov.au>
Sent: Monday, 16 September 2019 4:29 PM
To: s22
Cc: s22; s47E(d)
Subject: FW: IHD-163 - Pioneers - Queries about funding limitations [SEC=OFFICIAL]
Attachments: RE: Pioneers Aboriginal Corporation - Work completed prior to activity start date [SEC=OFFICIAL]

Hi s22

Please be advised that PAC has already contacted the FAM about this matter and has been advised they s47G

Please refer to the attached email for further details.

If the organisation happens to call again to re-test the answer, please refer the caller back to the FAM, s22
 @dss.gov.au or (08) 6218 s22

Many thanks,

s22

A/g Assistant Director
Indigenous Health Delivery Lead
 Delivery Network Operations
 Community Grants Hub
 Department of Social Services
P: 07 4637 s22 | **E:** s22 @dss.gov.au | **E:** s47E(d) @dss.gov.au

communitygrants.gov.au

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Please consider the environment before printing this email.

From: s47E(d) @dss.gov.au>
Sent: Monday, 16 September 2019 1:29 PM
To: s22 @dss.gov.au>
Cc: s22 @dss.gov.au>; s47E(d) @dss.gov.au>
Subject: FW: IHD-163 - Pioneers - Queries about funding limitations [SEC=OFFICIAL]

Hi s22

Per the below, where we've landed is that the FAM (you) will contact s47F (or your usual contact) to glean detail about what their questions are. If it is all straightforward we will respond. If they ask a bunch of policy or legal questions we'll take them to the PMU in the first instance.

If you could please follow up with the org and let me know if you require a policy response, that'd be super.

Thanks,

s22

From: s22 @health.gov.au>
Sent: Wednesday, 11 September 2019 1:11 PM
To: s47E(d) @dss.gov.au>
Cc: s47E(d) @health.gov.au> s22 @health.gov.au>
 @health.gov.au> s22 @health.gov.au>
Subject: IHD-163 - Pioneers - Queries about funding limitations [SEC=OFFICIAL]

Hi s22

A member of my section answered a phone call from s47F of Pioneers today s47F. He asked a range of questions about the limitations of the funding being provided under its SGA with the Department, including s47G

As I'm not across Hub processes or SGA terms and conditions, can you please confirm how you'd like this to be handled? I could call him and ask him to put his questions in writing, but I may not be able to answer many (or any) of them.

Thank you

s22

Preventive Health and Renal Policy Section

Chronic Disease, Infrastructure and Program Support Branch
 Indigenous Health Division | Health Systems Policy and Primary Care Group
 Australian Government Department of Health
 T: 02 6289 s22
 PO Box 9848, Canberra ACT 2601, Australia

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s22

From: s47E(d) @dss.gov.au>
Sent: Wednesday, 11 September 2019 3:15 PM
To: s47F
Subject: RE: Pioneers Aboriginal Corporation - Work completed prior to activity start date
[SEC=OFFICIAL]

Hi s47F

Unfortunately as this is prior to the activity start date (2 Sep 2019) s47G

Apologies and regards

s22

Funding Arrangement Manager
Community Grants Hub

WA State Office

P: 08 6218 s22 E: s22 @dss.gov.au

communitygrants.gov.au

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From: s47F
Sent: Wednesday, 11 September 2019 10:51 AM
To: s47E(d)
Subject: Pioneers Aboriginal Corporation

Hi s22

s47G

Thanks s47F

s22

From: s47E(d) @health.gov.au>
Sent: Monday, 19 August 2019 12:04 PM
To: donnarnelson66@outlook.com
Cc: IndigenousTobacco
Subject: RE: Update for Pioneers Aboriginal Corporation [SEC=OFFICIAL]

Hi Donna

By way of an update, the details of this grant are with the Department of Social Service's Community Grants Hub (CGH) for agreement preparation and offer. The CGH will be in contact with Pioneers Aboriginal Corporation in due course to provide a Letter of Offer and SGA specific to the Activity. The Department of Health does not have any control over CGH processes. Additionally, due to a large influx of grants being processed by the CGH, some delays are occurring.

Thank you

s22

Departmental Officer
 Indigenous Health Division

-----Original Message-----

From: Donna Nelson <donnarnelson66@outlook.com>
 Sent: Sunday, 18 August 2019 6:13 AM
 To: s47E(d) @health.gov.au>
 Subject: Update for Pioneers Aboriginal Corporation [SEC=No Protective Marking]

To Whom It May Concern

Dear Sir/Madam

I am writing seeking an update on the progress of Pioneers Aboriginal Corporations draft contract agreement.

The last response I received from s22 indicated early September given a backlog of work given the impact of the election and caretaker mode.

We are now nearing the end of August and we still have not received any correspondence providing feedback or an update.

If you could please provide information on the progress of the grant application which the Minister approved would be hugely appreciated thank you.

I look forward to hearing from you.

Kindest regards
 Donna

Sent from my iPhone

s22

From: s47E(d) @dss.gov.au>
Sent: Monday, 29 July 2019 4:18 PM
To: s22
Cc: s22; s22; s47E(d)
Subject: RE: Pioneers - email address to progress SGA [SEC=OFFICIAL]

Categories: save to TRIM

Hi s22

Thanks very much for following up. I have provided the details to HGET and they have advised there is no further action required.

s22

From: s22
Sent: Monday, 29 July 2019 3:50 PM
To: s47E(d)
Cc: s22
Subject: Pioneers - email address to progress SGA [SEC=OFFICIAL]

Hello IHDL team

Before she changed roles, s22 called to ask if we have an new email address for Pioneers so that the Hub can progress the draft SGA.

As per the advice in the email below, we have been advised to use: donnarnelson66@outlook.com.

Do we need to change the details through Org Data, or is advice to you sufficient?

Many thanks

s22

s22

Tackling Indigenous Smoking program officer – Preventative Health & Renal Policy Section

Indigenous Health Division | Health Systems Policy & Primary Care Group
 Chronic Disease, Infrastructure & Program Support Branch
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22 @health.gov.au
 Location: Sirius Building s22
 PO Box 9848, Canberra ACT 2601, Australia

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From: Donna Nelson <donnarnelson66@outlook.com>
Sent: Friday, 12 July 2019 6:01 PM
To: s22 [REDACTED] <s22@health.wa.gov.au>; s22 [REDACTED] <s22@health.wa.gov.au>; s22 [REDACTED] <s22@health.wa.gov.au>
Cc: s22 [REDACTED] <s22@health.gov.au>; s22 [REDACTED] <s22@health.gov.au>; s22 [REDACTED] <s22@health.gov.au>; s47E(d) [REDACTED] <[s47E\(d\)@health.wa.gov.au](mailto:s47E(d)@health.wa.gov.au)>
Subject: Temporary email address [SEC=No Protective Marking]

Hi s22 [REDACTED]

Given my previous email address was hacked, here is a temporary email account until such time as I am able to finalise the business site and accounts.

If we could use this for the purposes of the Grant agreement would be very much appreciated thank you.

I look forward to hearing from you.

Kindest regards

Donna

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s22

From: s22
Sent: Tuesday, 22 October 2019 12:30 PM
To: s22
Cc: s22
Subject: RE: Pioneers Aboriginal Corporation (PAC) [SEC=OFFICIAL:Sensitive]

Hi s22

As requested, some info on Pioneers (PAC) below. FYI only at this stage.

AWP

The PAC Basketball AWP is due on 15 December 2019.

s47G

s47G

Category	Value
Blue	100
Orange	95
Green	65
Red	100
Purple	65
Brown	95
Pink	80
Grey	100
Light Blue	65

[REDACTED]

1. **Identify the main topic of the document.**
 2. **Summarize the key points of the document.**
 3. **Identify the author's purpose in writing the document.**
 4. **Identify the audience for the document.**
 5. **Identify the main argument or conclusion of the document.**
 6. **Identify the evidence used to support the main argument or conclusion.**
 7. **Identify the structure of the document.**
 8. **Identify the style of the document.**
 9. **Identify the tone of the document.**
 10. **Identify the main themes of the document.**

Category	Percentage
Used at least once	85%
Used frequently	10%
Used daily	5%
Not used at all	10%
Used once	15%
Used frequently	10%

Government	Percentage
Current government	85%
Previous government	15%

s47G

Next steps

Please note that the Hub is meeting with Donna Nelson, PAC Director, on Thu 24/10 to discuss management of the grant s47G and confirmation of the need to escalate, or not, may be determined after the meeting occurs.

Cheers

s22

Preventive Health and Renal Policy Section

Chronic Disease, Infrastructure and Program Support Branch
 Indigenous Health Division | Health Systems Policy and Primary Care Group
 Australian Government Department of Health
 T: 02 6289 s22
 PO Box 9848, Canberra ACT 2601, Australia

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From: s22 @health.gov.au>
Sent: Thursday, 17 October 2019 1:58 PM
To: s22 @health.gov.au>
Cc: s22 @health.gov.au>
Subject: FW: Pioneers Aboriginal Corporation (PAC) [SEC=UNOFFICIAL]

Hi s22

Please note below.

Can you please check where the AWP is at? Please check the details of the FA and deliverables and timelines. We need to be all over this. Thanks.

From: s22 @health.gov.au>
Sent: Thursday, 17 October 2019 1:54 PM
To: s22 @health.gov.au>, s22 @health.gov.au>
Cc: s22 @health.gov.au>
Subject: FW: Pioneers Aboriginal Corporation (PAC) [SEC=UNOFFICIAL]

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s22

Primary Health System Improvement
Primary Health, Data and Evidence Branch
Indigenous Health Division
Department of Health

Ph (02) 6289 s22
GPO Box 9848, Canberra ACT 2601

From: s22 @dss.gov.au>
Sent: Wednesday, 16 October 2019 7:52 PM
To: s22 @health.gov.au>
Cc: s22 @dss.gov.au>; s22 @dss.gov.au>
Subject: Pioneers Aboriginal Corporation (PAC) [SEC=UNOFFICIAL]

Hi s22

As discussed, here is some background on the issues regarding Pioneers Aboriginal Corporation (PAC).

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Background:

PAC Managing Director: Donna Nelson

4 Sep 2019: Funding Agreement executed (PAC previously unfunded by DoH)

11 Sep 2019: s47G

S
4
7
G**Next Steps:**

CGH is meeting with Donna (CEO) next Thursday (24th October). s47G

we will be able to ask enough questions to get the information from Donna that should be able to confirm what is happening.

Regards

s22

s22

Director
Community Grants Hub
Western Australia State Office
Department of Social Services
P: (08) 6218 s22 | M: s22 | s22 @dss.gov.au

communitygrants.gov.au

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BY THE DEPARTMENT OF HEALTH AND AGED CARE

s22

From: s22 @dss.gov.au>
Sent: Friday, 23 August 2019 5:40 PM
To: s22
Subject: FW: [PS3014749] - IHD-163 - 4-BX0JOSY - Pioneers Aboriginal Corporation - Pioneers Basketball - LOA/SGA/GC/ST - 23 August 2019 [SEC=OFFICIAL]
Attachments: IHD-163 - 4-BX0JOSY - Pioneers Aboriginal Corporation - Pioneers Basketball - GC - 23 August 2019.pdf; IHD-163 - 4-BX0JOSY - Pioneers Aboriginal Corporation - Pioneers Basketball - SGA - 23 August 2019.pdf; IHD-163 - 4-BX0JOSY - Pioneers Aboriginal Corporation - Pioneers Basketball - ST - 23 August 2019.pdf; IHD-163 - 4-BX0JOSY - Pioneers Aboriginal Corporation - Pioneers Basketball - CL - 23 August 2019.pdf
Follow Up Flag: Follow up
Flag Status: Completed

Hi s22

Today ended up being super busy. Sorry for not getting back to you.

I've seen the agreement has been re sent out. Not sure if this was intentional.

Will touch base on Monday re the clarification points.

Kind regards

s22

Funding Arrangement Manager
Community Grants Hub

WA State Office

P: 08 6218 s22 **E:** s22 @dss.gov.au

communitygrants.gov.au

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From: s47E(d) @communitygrants.gov.au>
Sent: Friday, 23 August 2019 1:34 PM
To: donnarnelson66@outlook.com
Cc: s22 @dss.gov.au>; s47E(d) @dss.gov.au>
Subject: [PS3014749] - IHD-163 - 4-BX0JOSY - Pioneers Aboriginal Corporation - Pioneers Basketball - LOA/SGA/GC/ST - 23 August 2019 [SEC=OFFICIAL]

Dear Mrs Nelson,

Please disregard the agreement sent on 21 August 2019.

Attached is the revised Agreement, Cover Letter and Terms and Conditions for the Pioneers Basketball activity - Activity Id: 4-BX0JOSY.

Actions Required by You

1. Print a copy of the attached Agreement and arrange to have the document signed and dated by persons authorised in your organisation to do so.
2. Return all pages of the Agreement via email to: **s47E(d)** [@communitygrants.gov.au](mailto:s47E(d)@communitygrants.gov.au)
3. Use your Unique Identifier number and square brackets **s47F** at the beginning of the subject line when you return the documents. This will facilitate efficient management of communication in relation to this offer.

An executed copy will be returned to you for your records within 5 business days, in electronic format. The Agreement takes effect from the date on which we sign the document.

If you are unable to sign the document within 30 business days and wish to seek an extension or to decline the offer, please contact **s47E(d)** [@communitygrants.gov.au](mailto:s47E(d)@communitygrants.gov.au).

If your organisation is unable to return signed documentation via email, please post to:

The Department of Social Services
GPO Box 9820
Brisbane QLD 4001
Attention: Transitions team

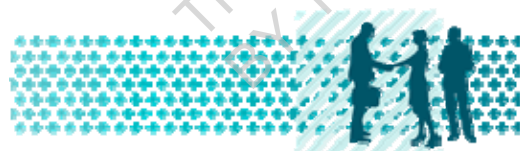
Kind regards

s22
Community Grants Hub
 Transitions Centre of Expertise
Delivery – Network Operations

s47E(d) [@communitygrants.gov.au](mailto:s47E(d)@communitygrants.gov.au)
communitygrants.gov.au

Operating Hours: Monday to Friday, 9:00am-5:00pm AEST. Closed on Queensland Public Holidays.

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Schedule 1: Commonwealth Standard Grant Conditions

Organisation ID:	4-BMYSSG3
Agreement ID:	4-BWZDFPR
Schedule ID:	4-BWZDFPT

1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

2.5 The Grantee agrees to hold the Grant in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia.

3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

5. Relationship between the Parties

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6.3 The Grantee agrees not to subcontract any part of the performance of the Activity without the Commonwealth's prior written consent. The Commonwealth may impose any conditions it considers reasonable and appropriate when giving its consent.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and

(c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

(a) clauses 9.3(a), 9.4 and 9.5 do not apply; and

(b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within one month after the Activity's Completion Date and at least every 12 months during the term of the Activity, the Grantee agrees to provide a financial statement signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

10.3 A statement under clause 10.2 must include an income and expenditure statement in relation to the Grant and the Activity for each financial year of the Agreement.

11. Repayment

11.1 If any amount of the Grant:

(a) has been spent other than in accordance with this Agreement; or

(b) is additional to the requirements of the Activity; then the Commonwealth may by written notice:

(c) require the Grantee to repay that amount to the Commonwealth;

(d) require the Grantee to deal with that amount as directed by the Commonwealth; or

(e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

(a) the Grantee must do so within the time period specified in the notice;

(b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and

(c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records that:

(a) detail and document the conduct and management of the Activity;

(b) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable;

(c) enable all receipts and payments related to the Activity to be identified and reported.

12.2 The Grantee agrees to keep the records for five years after the Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

13. Reporting

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements, in relation to the Activity and any Commonwealth review or evaluation of it.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

13.4 If, at any time, a Party reasonably believes that the Activity is unlikely to fully meet the purpose of the Grant, or there are Activity risks that need to be addressed, that Party may provide written notice to the other Party setting out its reasons for that belief and proposing steps that could be taken to better achieve that purpose or address those risks. The Parties agree to work co-operatively to:

- (a) consider, and negotiate in good faith, any change proposed under this clause 13.4; and
- (b) implement any such change that is agreed by the Parties by executing a variation to this Agreement under clause 8.1.

13.5 Except to the extent the Parties agree a variation under clause 8.1, clause 13.4 does not limit any of a Party's other rights under this Agreement.

13.6 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;

(b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or

(c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

16.1 The Grantee agrees to **effect and maintain** for as long as any obligations remain in connection with this Agreement:

- (a) workers compensation insurance as required by law;
- (b) adequate and appropriate public liability insurance; and
- (c) insurance against any loss or damage to an asset for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants; and
- (d) any other additional insurance specified in the Grant Details.

16.2 The Grantee agrees to provide proof of insurance to the Commonwealth upon request and within the time specified in the request.

17. Intellectual property

17.1 The Grantee owns the Intellectual Property Rights in Material created by the Grantee as a result of undertaking the Activity.

17.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.3 The licence in clause 17.2 does not apply to Activity Material.

17.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

19.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or
- (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or
- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that reduction or cancellation; and
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

21. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance);
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions; and
- Any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

In this Agreement, unless the contrary appears:

- Activity means the activity described in the Grant Details and includes the provisions of the Reporting 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.
- Agreement means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- Australian Privacy Principle has the same meaning as in the Privacy Act 1988.
- Change in the Control means any change in any person(s) who directly exercise effective control over the Grantee.
- Commonwealth means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- Commonwealth Standard Grant Conditions means this document.
- Commonwealth Purposes includes the following:
 - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
 - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement;
 - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
 - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- Completion Date means the date or event specified in the Grant Details.

- Existing Material means Material developed independently of this Agreement.
- Grant means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money.
- Grantee means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- Grant Details means the document titled Grant Details that forms part of this Agreement.
- Intellectual Property Rights means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the Copyright Act 1968).
- Material includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- Party means the Grantee or the Commonwealth.
- Personal Information has the same meaning as in the Privacy Act 1988.
- Records includes documents, information and data stored by any means and all copies and extracts of the same.
- Reporting Material means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in this Agreement, including the Grant Details, and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT (FOIA)
BY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES



Australian Government

Department of Health

Commonwealth Standard Grant Agreement

between
the Commonwealth represented by
Department of Health
and
Pioneers Aboriginal Corporation

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (FOI) (FOIA)
BY THE DEPARTMENT OF HEALTH AND AGED CARE

Grant Agreement 4-BWZDFPR

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	Pioneers Aboriginal Corporation
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Indigenous Corporation
Trading or business name	Pioneers Aboriginal Corporation
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	31 706 529 560
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical)	19 Palomino Promenade, THE VINES WA 6069
Relevant business place (if different)	
Telephone	04 5898 6545
Fax	
Email	donnakickett66@hotmail.com

The Commonwealth

The Commonwealth of Australia represented by Department of Health
 Sirius Building Furzer Street, WODEN TOWN CENTRE 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.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT (FOIA)
BY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Grant Details

Organisation ID:	4-BMYSSG3
Agreement ID:	4-BWZDFPR
Schedule ID:	4-BWZDFPT

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.

Pioneers Basketball - 4-BX0JOSY

B. Grant Activity

The Pioneers Aboriginal Corporation (PAC) will deliver local and regional basketball programs to Aboriginal children and young people in Western Australia, while at the same time promoting healthy eating, physical activity, mental health, and social and economic wellbeing.

The proposed activities target Aboriginal people aged 6-25 years old. PAC will work in partnership with regional and metropolitan schools, employment and training providers (including providers of disability services) to develop training and employment pathways and a holistic education program to benefit participants, their families and communities.

The Grantee must engage with Aboriginal and Torres Strait Islander people in the design and delivery of these strategies and services and will embed robust Continuous Quality Improvement (CQI) actions in its service delivery and business practices. These strategies and services must be evidence based and delivered by appropriately skilled/qualified staff.

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

Performance Indicators

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

Performance Indicator Description	Measure
The number of Indigenous participants engaged in the Pioneers Basketball Program: *total number each year; *involved every 6 months	To be negotiated as part of Activity Work Plan.
The number of educational and training programs developed for FASD, health and nutrition, social and emotional well-being and suicide prevention and intervention.	To be negotiated 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	Pioneers Aboriginal Corporation	19 Palomino Promenade THE VINES WA 6069

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 2 September 2019.

The Activity (other than the provision of any final reports) ends on 30 June 2022, which is the Activity's Completion Date.

The Agreement ends on 30 November 2022 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 \$1,500,000.00* (GST exclusive).

A break down by Financial Year is below:

Financial Year	Amount * (excl. GST)
2019-2020	s47G
2020-2021	s47G
2021-2022	s47G

*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
Financial Institution	
Account Number	
Account Name	

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)
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s47G

Total Amount	\$1,500,000.00	\$150,000.00	\$1,650,000.00

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	Activity Work Plan covering the period from 2 September 2019 to 30 June 2020 as per E.2. Once approved by the Commonwealth the Activity Work Plan will become the Agreed Activity plan for this period.	2 September 2019
Performance Report	Performance Report covering the period from 1 July 2019 to 31 December 2019 as per E.1.	15 January 2020
Activity Work Plan	Activity Work Plan covering the period from 1 July 2020 to 30 June 2021 as per E.2. Once approved by the Commonwealth the Activity Work Plan will become the Agreed Activity plan for this period.	15 June 2020
Performance Report	Performance Report covering the period from 1 January 2020 to 30 June 2020 as per E.1.	30 June 2020
Annual Report	Upon request, the Grantee is to provide an Annual Report for the 2019 to 2020 reporting period as per Item E.3.	30 October 2020
Financial Acquittal Report	Finance Report for the period from execution to 30 June 2020 as per Item E.4.	30 October 2020
Performance Report	Performance Report covering the period from 1 July 2020 to 31 December 2020 as per E.1.	15 January 2021
Activity Work Plan	Activity Work Plan covering the period from 1 July 2021 to 30 June 2022 as per E.2. Once approved by the Commonwealth the Activity Work Plan will become the Agreed Activity plan for this period.	15 June 2021
Performance Report	Performance Report covering the period from 1 January 2020 to 30 June 2020 as per E.1.	30 June 2021
Financial Acquittal Report	Finance Report for the period from 1 July 2020 to 30 June 2021 as per Item E.4.	31 October 2021
Annual Report	Upon request, the Grantee is to provide an Annual Report for the 2020 -2021 reporting period as per Item E.3.	31 October 2021
Performance Report	Performance Report covering the period from 1 July 2021 to 31 December 2021 as per E.1.	15 January 2022
Performance Report	Performance Report covering the period from 1 January 2022 to 30 June 2022 as per E.1.	30 June 2022
Financial Acquittal Report	Finance Report for the period from 1 July 2021 to 30 June 2022 as per Item E.4.	31 October 2022
Annual Report	Upon request, the Grantee is to provide an Annual Report for the 2021 - 2022 reporting period as per Item E.3.	31 October 2022

E.1 Performance Reports

The Performance Report is to contain information on the performance of the project during the reporting periods from execution to activity end date including:

(a) How Activity aims and objectives have been met (with reference to the Activity Work Plan), with a focus on outlining the organisation's achievements in addressing priority health needs and making a difference to improved health access and outcomes in its service area.

(b) A statement on the Organisation's involvement and collaboration with health and other service providers within the service area.

(c) An explanation as to how the organisation is addressing any issues, problems or delays with the Activity.

(d) Any proposed changes to the Activity Work Plan and Budget for the forthcoming twelve months along with the reason/s.

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 covering the Duration of the Grant period with reviews, if required by the Commonwealth, by the due date specified in Item E. The Activity Work Plan will detail:

- (a) how your organisation will fulfil the Activity Objectives specified in Item B;
- (b) the budget for the Activity;
- (c) strategies to meet the obligations of the Activity;
- (d) proposed performance indicators/targets and outcomes;
- (e) risks and/or barriers identified for the Activity and how your organisation will minimise or overcome them.

An Activity Plan submitted by the Grantee that is approved by the Commonwealth will, on approval, become the Agreed Activity Plan for this Project. From time to time, the Department may provide additional instructions in relation to the required content and format of the Activity Plan.

E.3 Annual Report

Upon request, the Grantee is to provide the Commonwealth Representative with a copy of the Grantee's Annual Report if it is presented, or required by law to be presented, at the Grantee's Annual General meeting or to the Board; within 20 Business Days, after the presentation of, or required date of presentation of, the annual report at the Grantee's Annual General meeting or to the Board.

E.4 Accounting for the Grant

The Financial Acquittal Report (clause 10) must be provided to the Commonwealth Representative for each whole Financial Year; and part of a 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 CB1.1 and CB5.4), covering the whole Financial Year.

E.5 Other Reports

- (a) a copy of all Activity Material and Commonwealth Material that the Department requests be provided to it as part of this Final Report;
- (b) an evaluation of the performance, benefits and outcomes of the entire Activity including an evaluation of the Activity against the aims and objectives in Item B;
- (c) 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 or delays;
- (d) any learnings from the Activity; and
- (e) the extent to which the Activity achieved the Aim of the Activity.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Mrs Donna Nelson
Position	Managing Director
Postal/physical address(es)	19 Palomino Promenade, THE VINES WA 6069

Business hours telephone	04 5898 6545
Mobile	
Fax	
E-mail	donnarnelson66@outlook.com

Commonwealth representative and address

Name of representative	s22
Position	Funding Arrangement Manager
Postal/physical address(es)	GPO Box 9820, PERTH WA 6848
Business hours telephone	08 6218 s22
Mobile	Not specified
Fax	Not specified
E-mail	s22@dss.gov.au

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.

None Specified

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (Cth)
BY THE DEPARTMENT OF HEALTH AND AGED CARE

Signatories

Organisation ID:	4-BMYSSG3
Agreement ID:	4-BWZDFPR

Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of Health, ABN 83 605 426 759 in the presence of:

(Name of Departmental Representative)

(Signature of Departmental Representative)

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

(Position of Departmental Representative)

(Name of Witness in full)

(Signature of Witness)

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

Signed for and on behalf of Pioneers Aboriginal Corporation, ABN 31 706 529 560 in accordance with its rules, and who warrants that he/she is authorised to sign this Agreement:

(Name and position held by Signatory)

(Signature)

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

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

(Signature of second Signatory/Witness)

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

Notes about the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required.
- If you are an **individual**, you must sign in the presence of a witness.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.

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BY THE DEPARTMENT OF HEALTH AND AGED CARE

Supplementary Terms from the Clause Bank

Organisation ID:	4-BMYSSG3
Agreement ID:	4-BWZDFPR
Schedule ID:	4-BWZDFPT

1. Other contributions

CB1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the table below:

Contributor	Nature of Contribution	Amount (incl. GST)	Timing
		\$	

CB1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided or used in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 19 of this Agreement.

2. Activity budget

CB2.1 The Grantee agrees to use the Grant [and any Other Contributions] and undertake the Activity consistently with the Activity Budget below:

Expenditure Item	Description	Grant Contributions	Other Contributions - Grantee	Other Contributions - Third parties	Total Cost

3. Intellectual property in Activity Material

CB3.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

CB3.2 The Grantee agrees to provide the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.

CB3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause CB3.2) will not infringe any third party's Intellectual Property Rights.

CB3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

3A. Creative Commons licence

CB3.1 The licence in clause 17 includes a right for the Commonwealth to licence the Reporting Material,

and any Activity Material specified in the Grant Details, to the public under a creative commons attribution licence (CC BY licence).

4. Access/Monitoring/Inspection

CB4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:

- (a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
- (b) permission to inspect and take copies of any Material relevant to the Activity.

CB4.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause CB4.1.

CB4.3 This clause CB4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

5. Equipment and assets

CB5.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or asset for more than \$22,000 (including GST), apart from those listed in the Activity Budget and/or detailed below:

- (a) Not applicable

CB5.2 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or asset acquired with the Grant (**Asset**).

CB5.3 Unless to the extent the Commonwealth agrees otherwise in writing, the Grantee agrees to use the Asset for the purpose of the Activity. The Commonwealth may give its agreement subject to conditions and the Grantee must comply with any such conditions.

CB5.4 The Grantee agrees to maintain a register of all Assets purchased for \$22,000 (including GST) or more with the Grant in the form specified below and to provide the register to the Commonwealth upon request.

Item Number	Description	Grant Contributions	Other Contributions - Grantee	Other Contributions – Third Parties	Total Cost
[insert reference]	[insert description of the equipment or asset]	[insert amount of Grant contributed to this item]	[insert amount of Grantees own funds contributed to this item]	[insert amount of other sources of funding contributed to this item]	[insert total amount cost of the item]

6. Specified personnel

Not Applicable

7. Relevant qualifications, checks, licences or skills

CB7.1 In this Agreement:

Criminal or Court Record

means any record of any Other Offence;

Other Offence

means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:

- (a) an apprehended violence or protection order made against the

person;

(b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;

(c) violence against another person or the injury, but excluding the death, of another person; or

(d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c)

Police Check

means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;

Serious Offence

means:

(a) a crime or offence involving the death of a person;

(b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child;

(c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or

(d) an attempt to commit a crime or offence described in (a) to (c);

Serious Record

means a conviction or any finding of guilt regarding a Serious Offence;

Vulnerable Person

means:

(a) an individual under the age of 18; or

(b) an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

CB7.2 The Grantee must ensure that personnel performing work in relation to the Activity:

(a) are appropriately qualified to perform the tasks indicated and have obtained the required qualifications, skills, permits or approvals, including those specified in the Grant Details, before performing any part of the Activity; and

(b) continue to maintain all required qualifications, permits and approvals for the duration of their involvement in the Activity.

CB7.3 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:

(a) obtain a Police Check for that person;

(b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;

(c) comply with all State, Territory or Commonwealth laws relating the employment or

engagement of persons in any capacity where they may have contact with a Vulnerable Person;
and

(d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details,

and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause CB7.3 remain current for the duration of their involvement in the Activity.

CB7.4 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:

(a) a Serious Record; or

(b) a Criminal or Court Record;

and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.

CB7.5 In undertaking a risk assessment under clause CB7.4, the Grantee must have regard to:

(a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;

(b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;

(c) the length of time that has passed since the person's charge or conviction and his or her record since that time;

(d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity; and

(e) any other relevant matter, and

must ensure it fully documents the conduct and outcome of the risk assessment.

CB7.6 The Grantee agrees to notify the Commonwealth of any risk assessment it conducts under this clause and agrees to provide the Commonwealth with copies of any relevant documentation on request.

CB7.7 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

(a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or

(b) convicted of a Serious Offence, the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

8. Commonwealth material, facilities and assistance

CB8.1 In this Agreement, Commonwealth Material means any Material:

(a) provided by the Commonwealth to the Grantee for the purposes of this Agreement; or

(b) derived at any time from this Material, including the Material specified in CB8.2, but does not include Reporting Material or Activity Material.

CB8.2 The Commonwealth agrees to provide the following Material to the Grantee:

(a) Not Applicable

CB8.3 Nothing in this Agreement affects the ownership of Commonwealth Material.

CB8.4 The Commonwealth grants the Grantee a licence to use the Commonwealth Material for the sole purpose of performing the Activity in accordance with this Agreement. The Grantee agrees to return or destroy all copies of the Commonwealth Material at the expiration or earlier termination of this Agreement as directed by the Commonwealth.

CB8.5 The Commonwealth agrees to provide the following facilities and assistance to the Grantee for the purpose of the Activity:

(a) Not Applicable

CB8.6 The Grantee agrees to comply with any directions or requirements notified by the Commonwealth when accessing the facilities and assistance or using and storing the Commonwealth Material.

9. Jurisdiction

CB9.1 This Agreement is governed by the law of the Australian Capital Territory.

10. Grantee trustee of trust

CB10.1 In this Agreement, Trust means the trust specified in the Parties to the Agreement section of this Agreement.

CB10.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust; and
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and
- (c) it has entered into this Agreement for the proper administration of the Trust; and
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

11. Fraud

CB11.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

CB11.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

CB11.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

CB11.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB11.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

CB11.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

CB11.6 This clause survives the termination or expiry of the Agreement.

12. Step-in rights

CB12.1 If:

- (a) the Commonwealth issues a notice under clause 2.2;
- (b) an event in clause 19.3.1.c of the Agreement occurs; or
- (c) the Grantee requests that the Commonwealth exercise its rights under this clause,

the Commonwealth may, at its discretion, give a notice to the Grantee that the Commonwealth intends to exercise its rights under this clause CB12 and the date from which this notice will take

effect (**Step In Notice**).

CB12.2 From the date specified in the Step-in Notice:

- (a) other than as directed by the Commonwealth, the Grantee will cease being responsible for the performance of the Activity;
- (b) the Commonwealth may, acting on its own behalf or through a nominee, take any step to manage the Activity that is reasonably necessary as determined by the Commonwealth and having regard to the trigger event(s) giving rise to the relevant Step-in Notice;
- (c) the Commonwealth's obligation to pay the Grant is suspended; and
- (d) the Grantee agrees to provide all reasonable assistance and comply with any direction of the Commonwealth to enable the Commonwealth to exercise its rights under this clause and manage the Activity.

CB12.3 The Commonwealth may withdraw the Step-in Notice if in the Commonwealth's reasonable opinion:

- (a) the circumstances giving rise to the trigger event have ceased or are able to be appropriately managed by the Grantee; and
- (b) the Grantee will otherwise be able to comply with its obligations under this Agreement.

CB12.4 The Commonwealth will by written notice advise the Grantee of:

- (a) the date when the Step-in Notice will be withdrawn and the Grantee will resume responsibility for the Activity; and
- (b) the amount by which the Grant will be reduced, which will be proportionate to the costs incurred by the Commonwealth in exercising its rights under this clause.

13. Grant Administrator

CB13.1 If the Commonwealth issues a notice under clause 2.2 the Commonwealth may appoint an administrator to oversee the performance of the Activity and the management of the Grant (**Grant Administrator**).

CB13.2 The Commonwealth can appoint a Grant Administrator for any period and on any terms and conditions that the Commonwealth considers appropriate.

CB13.3 The Commonwealth will give the Grantee notice of the appointment of a Grant Administrator that specifies:

- (a) the proposed period of the appointment;
- (b) the roles and responsibilities of the Grant Administrator; and
- (c) a summary of reasons why the Commonwealth has made the appointment, if the Commonwealth considers that providing such a summary is practicable and appropriate.

CB13.4 The Commonwealth may appoint more than one Grant Administrator at the same time.

CB13.5 The Grantee agrees to:

- (a) consider, in a timely manner and in good faith, all advice given to the Grantee by a Grant Administrator;
- (b) co-operate actively, fully and in good faith with, and provide all assistance, material and

facilities reasonably required by a Grant Administrator; and

(c) comply with all directions given by a Grant Administrator relating to the administration of the Grant.

CB13.6 A Grant Administrator that provides a report to the Commonwealth:

(a) does so independently of the Grantee; and

(b) does not reduce the Grantee's obligations to provide reports under this Agreement.

CB13.7 A Grant Administrator is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Grant Administrator cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

14. Management Advisor

CB14.1 If the Commonwealth issues a notice under a clause 2.2, the Commonwealth may at its own cost appoint an adviser to perform functions as determined by the Commonwealth (**Management Advisor**), which may include:

(a) advising the Grantee on:

(i) the Grantee's operations and corporate governance arrangements;

(ii) the management of the Activity;

(iii) the management of the Grantee's personnel;

(b) with the Grantee's consent, assisting the Grantee with any of the matters specified in the Grant Details;

(c) cooperating with any Grant Administrator appointed in respect of the Grantee under this Agreement; and

(d) providing any other advice to the Grantee that the Commonwealth requires.

CB14.2 The Commonwealth will give the Grantee notice of the appointment of a Management Advisor that specifies:

(a) the proposed period of the appointment;

(b) the roles and responsibilities of the Management Advisor; and

(c) if the Commonwealth considers it practicable and appropriate, a summary of reasons why the Commonwealth has made the appointment.

CB14.3 Upon appointment of a Management Advisor, the Commonwealth shall inform the Grantee of the scope of the appointment and its duration and of any extensions to the period of appointment.

CB14.4 The Grantee agrees cooperate with a Management Advisor and comply with any directions and recommendations given by the Management Advisor in relation to the performance of this Agreement.

CB14.5 A Management Advisor who provides a report to the Commonwealth in relation to the Grantee:

(a) does so independently of the Grantee; and

(b) does not reduce the Grantee's obligations to provide Reports to the Commonwealth under this Agreement.

CB14.6 A Management Advisor is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Management Advisor is not appointed to act, and does not act, as a member or shadow member of the

Grantee's governing board. A Management Adviser cannot not enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

15. Indemnities

CB15.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

CB15.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

16. Compliance with Legislation and Policies

CB16.1 In this Agreement:

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority

CB16.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

CB16.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

17. Work health and safety

CB17.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

CB17.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause CB17.1.

CB17.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

18. Transition

CB18.1 If the Agreement is reduced in its scope or terminated under clause 19, the Grantee must at its own expense cooperate and give assistance as directed by the Commonwealth to enable the transition of some or all of the Activity to the Commonwealth or a third party nominated by the Commonwealth (**Successor**).

CB18.2 The assistance to be provided under clause CB18.1 may include, among other things:

- (a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity;
- (b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;
- (c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;
- (d) transferring to the Commonwealth or any Successor:
 - (i) Activity Material specified in the Grant Details; and
 - (ii) Assets purchased with the Grant;
 - (iii) Records maintained under clause 12.1
- (e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- (f) assigning or licensing Intellectual Property Rights in Reporting Material, and any Activity Material specified in the Grant Details, to the Commonwealth or any Successor on terms

acceptable to the Commonwealth;

(g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to above; and

(h) any other matter specified in the Grant Details.

CB18.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

19. Corporate Governance

CB19.1 The Grantee warrants that nothing in its constitution conflicts with its obligations under this Agreement.

CB19.2 The Grantee agrees to provide a copy of its constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's constitution, structure or management.

CB19.3 The Grantee agrees not to employ, and to remove from office, any person with a role in the Grantee's management or financial administration if:

- (a) the person is an undischarged bankrupt;
- (b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
- (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
- (d) subject to Part VIIC of the Crimes Act 1914 (Cth), the person has been convicted of an offence within the meaning of paragraph 85ZM (1) of that Act unless:
 - (i) that conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);
 - (ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
 - (iii) the person's conviction for the offence has been quashed;
- (e) that person is or was a director or occupied an influential position in the management or financial administration of an organisation that had failed to comply with the requirements or obligations owed to the Commonwealth in relation to any other grant; or
- (f) the person is otherwise prohibited from being a member or director or employee or responsible officer of the Grantee's organisation under the relevant legislation.

CB19.4 If the Grantee is an Aboriginal and Torres Strait Islander corporation incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) (the CATSI Act), in the event that the Grantee's public officer receives a notice from the Registrar of Aboriginal and Torres Strait Islander Corporations under section 487-10 of the CATSI Act calling upon the Grantee to show cause why an administrator should not be appointed, the Grantee agrees to notify the Commonwealth within 5 Business Days of the date of receipt of such a notice.

CB19.5 If the Grantee is registered under the *Corporations Act 2001* (Cth), in the event that the Grantee applies to come under, receives a notice requiring the Grantee to show cause why the Grantee should not come under, receives a notice or an application from any other person for the Grantee to come under or has otherwise come under any form of external administration or an order has been made for the purpose of placing the Grantee under external administration, the Grantee agrees to notify the Commonwealth within 5 Business Days of the date of the making or receipt of such a notice or application or the making of such an order.

CB19.6 If one of the events specified in CB19.4 or CB19.5 occurs, and without limiting clause 19.3, the Commonwealth may withhold payment of the Grant in accordance with clause 2.2 or suspend the Agreement in accordance with clause 19.2 as though the event constituted a failure by the Grantee to comply with this Agreement.

19A. Incorporation Requirement

Not Applicable

20. Counterparts

CB20.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

21. Employees Subject to SACS Decision

Not Applicable

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH AND AGED CARE



Australian Government
Department of Health

FOI 4968 Document 11

Mrs Donna Nelson
Managing Director
Pioneers Aboriginal Corporation
19 Palomino Promedade
THE VINES WA 6069

Dear Mrs Nelson

I am pleased to offer the following Grant/s to your organisation to undertake the following Activities under the following Program/s.

Note: the amounts in this table may have been rounded. For exact Milestone amount/s, see section D. Payment of the Grant.

Program	Activity Name	Grant Amount * (excl. GST)	GST (if applicable)	Total (incl. GST)
Indigenous Australians Health Program	Pioneers Basketball - 4-BX0JOSY	\$1,500,000	\$150,000	\$1,650,000
Total		\$1,500,000	\$150,000	\$1,650,000

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

This letter, the enclosed document titled *Commonwealth Standard Grant Agreement*, Grant Details, Supplementary Terms (if any) and any documents incorporated by reference into this document form the Agreement. The Agreement can only be varied by written agreement between you and us.

A separate set of Grant Details, including any Supplementary Terms (if any) is provided for each Program, each set of Grant Details may contain one or more Activities. Additional Grant Details may be added to this Agreement by means of variation.

Provision of this Grant is subject to the Agreement being signed by both you and us. The Grant will be paid to you as set out in the Grant Details dependent upon your ongoing compliance with the Agreement.

This offer of a Grant does not imply any commitment to further funding.

You are provided with the Agreement which must be copied and signed by you. The signature block is contained within the Agreement. By signing the Agreement you have agreed to enter into the Agreement.

Once you have signed both copies of each Agreement, you must return them to us at the below address within thirty (30) business days of the date of this letter otherwise this offer will lapse.

In order to expedite the Execution of the Agreement, you may email a scanned, signed copy of this agreement to [s47E\(d\)@communitygrants.gov.au](mailto:s47E(d)@communitygrants.gov.au). Please include in your email written confirmation that your organisation consents to receiving and sending the schedule electronically and that scanned signatures may be used. Once the Agreement has been executed by the Department a scanned copy will be emailed to you for your records.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing this Agreement. If you are uncertain about any aspects of this Agreement you should seek independent legal advice before execution.

The Funding Arrangement Manager/Contact Officer for you to contact regarding any query or issue relating to this agreement is s22 on (08) 6218 s22 or email s22 @dss.gov.au.

Yours sincerely

s47F



s22

Director

QLD Centre of Expertise – Transitions

Community Grants Hub

23 August 2019

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH AND AGED CARE