



Australian Government

Department of Health

**Commonwealth
Standard Grant Agreement**

between

the Commonwealth represented by
Department of Health and Aged Care

and

**Scarlet Alliance - Australian Sex Workers
Association**

Grant Agreement 4-H04EEMD

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	Scarlet Alliance - Australian Sex Workers Association
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Incorporated Association
Trading or business name	Scarlet Alliance - Australian Sex Workers Association
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	ARBN 149 618 137 s47F
Australian Business Number (ABN)	86 612 112 065
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical)	203 1 Erskineville Road, NEWTOWN NSW 2042
Relevant business place (if different)	
Telephone	02 9517 2577 s47F s47F
Fax	02 9517 2488 s47F s47F
Email	***@scarletalliance.org.au s47F

The Commonwealth

The Commonwealth of Australia represented by Department of Health and Aged Care
 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.

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the Freedom of Information Act 1982
by the Department of Health and Aged Care

Grant Details

Organisation ID:	1-X9A3C7
Agreement ID:	4-H04EEMD
Schedule ID:	4-H06G4A4

A. Purpose of the Grant

The purpose of the Grant is to:

ensure continued support to key national BBV and STI peak bodies to improve the integration of activities through greater collaboration. The peak bodies are recognised by the Department of Health as critical partners in Australia's response to BBV and STI, through their ability to reach populations with, or most at risk of, BBV and STI, including BBV and STI workforce.

The objectives of the grant are to:

1. provide funding to the national BBV and STI peak bodies to design and deliver complementary evidence-based activities that support achieving the goals and targets of the Strategies; and
2. provide representation of effected communities and advocate on their behalf for improved access to BBV/STI information, education, services, testing, treatment and management.

The intended outcomes of the grant opportunity are:

1. continued capability and collaboration of national peak BBV and STI organisations to deliver and evaluate complementary evidence-based activities that align with the priorities of the Strategies; and
2. measurable progress towards the goals and targets of the Strategies.

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 Health Protection program.

Ongoing National Responds to Blood Borne Viruses and Sexually Transmissible Infections - 4-H06G4BN

B. Grant Activity

To be eligible, grant funding must be used to achieve the outcomes and objectives of the grant opportunity, namely to co-design and deliver evidence-based activities that support the achievement of the National BBV and STI Strategies' goals and targets.

Activities must demonstrate a commitment to collaboration with like-minded partners to achieve the goals and targets of the Strategies, be measurable and target priority populations.

The following activities are eligible activities under this grant opportunity:

1. Communication and information materials, programs or campaigns, including social media and marketing – such as the development of health literacy resources for targeted priority groups or development of national infolines;
2. Targeted advocacy initiatives – such as dedicated health promotion campaigns or educational messages or community mobilisation activities;
3. Education and training packages – such as the development of management or best practice guidelines;
4. Research and surveillance activities that continue to build on the evidence base that informs the development, implementation, monitoring and evaluation of BBV and STI health policy and improves practices in Australia;
5. BBV/STI clinical testing and treatment that improves morbidity and mortality rates relating to BBV STI;
6. Data collection activities that address knowledge gaps with epidemiological, behavioural and social research and trend analysis, into BBV and STI in priority populations to measure progress against the goals and targets in the five National BBV and STI Strategies; and
7. Disease management – such address barriers to services and support that affect health seeking behaviours and overall access (i.e. stigma and discrimination experience by priority and marginalised populations).

Performance Indicators

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

Performance Indicator Description	Measure
Design appropriate activities aimed at addressing goals and targets of the strategies.	Activity Work Plans, Implementation Plans (where applicable), Performance Reports.
Activities are completed according to the scope, timeframes and budget defined in the Activity Work Plan.	The Department and relevant organisation agree that the requirements outlined in the Activity Work Plans have been completed as specified.
Increase in education and testing rates and decline in infections, of BBVs and STIs.	Final Report and Evaluation Report to outline progress over the course of the activities.

Location Information

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

	Location Type	Name	Address
1	Direct Funded	Scarlet Alliance - Australian Sex Workers Association	203 1 Erskineville Road NEWTOWN NSW 2042

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	Australia	Australia

C. Duration of the Grant

The Activity starts on 1 July 2022.

The Activity (other than the provision of any final reports) ends on 30 June 2026, which is the Activity's Completion Date.

The Agreement ends on 30 September 2026 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 \$1,860,000.00* (GST exclusive).

A break down by Financial Year is below:

Financial Year	Amount * (excl. GST)
2022-2023	s47(1)(b)
2023-2024	
2024-2025	
2025-2026	

*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	s47(1)(b), s47F
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)
Payment 1				
Additional Payment				
Payment 2				
Payment 1				
Additional Payment				
Payment 2				
Payment 1				
Payment 2				
Payment 1				
Payment 2				
Total Amount		\$1,860,000.00	\$186,000.00	\$2,046,000.00

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 and Budget as per the requirements at Item E.2.	22 July 2022
Activity Work Plan	Activity Work Plan and Budget as per the requirements at Item E.2.	14 July 2023
Performance Report	Performance Report including an Income and Expenditure Statement for the period 01/07/2022 to 30/06/2023 as per the requirements at Item E.1.	15 September 2023

Activity Work Plan	Activity Work Plan and Budget as per the requirements at Item E.2.	19 July 2024
Performance Report	Performance Report including an Income and Expenditure Statement for the period 01/07/2023 to 30/06/2024 as per the requirements at Item E.1.	16 September 2024
Activity Work Plan	Activity Work Plan and Budget as per the requirements at Item E.2.	18 July 2025
Performance Report	Performance Report including an Income and Expenditure Statement for the period 01/07/2024 to 30/06/2025 as per the requirements at Item E.1.	15 September 2025
Performance Report	Performance Report as per the requirements at Item E.1.	17 July 2026
Final Report	Final Report for the period of the Activity as per the requirements at Item E.5	31 August 2026
Financial Acquittal Report	Financial Declaration and Non-audited Income and Expenditure Financial Declaration and Non-audited Income and Expenditure Statement for the period of the Activity as per the requirements at Item E.4 including an Income and Expenditure Statement for the period 01/07/2025 to 30/06/2026.	15 September 2026

E.1 Performance Reports

Performance Report including Income and Expenditure Statement

The Grantee is required to submit to the Commonwealth, a Performance Report including an Income and Expenditure Statement on a template provided, every 12 months during the term of the Activity in accordance with the due dates specified in Item E.

Each Performance Report for the Activity is to contain information on the performance of the Activity during the reporting period, including:

- the extent to which the objectives of the Activity described in Item B of the Schedule have been met to date;
- a description of the specific Activity Milestones or other outcomes completed during the reporting period; and
- an explanation as to how the Grantee is addressing any issues, problems or delays previously identified with the Activity and an explanation of any further issues, problems or delays encountered in relation to the Activity to date and how the Grantee intends to address them and;
- an income and expenditure statement against the Activity Budget.

E.2 Activity Work Plan

The Grantee is required to submit to the Commonwealth, an Activity Work Plan and Budget on a template provided, every 12 months during the term of the Activity in accordance with the due dates specified at Item E.

The Activity Work Plan must set out the key work activities and deliverables of the Grant, and demonstrate how the Grantee will achieve the Activity objectives specified at Item B. It must include an annual budget and may include other administrative controls intended to help manage Activity risks.

Once approved by the Commonwealth, the Activity Work Plan will form part of the Agreement.

If the Grantee or the Commonwealth identifies a need to revise the approved Activity Work Plan, any proposed changes must be accepted and approved by the Commonwealth.

E.3 Annual Report

None Specified

E.4 Accounting for the Grant

Financial Declaration and Non-audited Income and Expenditure Statement

The Grantee is required to submit to the Commonwealth, a Financial Declaration, on a template provided, and a Non-audited Income and Expenditure Statement within one month after the Activity Completion Date in accordance with the due dates specified at Item E.

The Financial Declaration and Non-audited Income and Expenditure Statement must be signed by the Grantee and certify that the Grantee has spent grant funding to perform the Activity as set out in the Agreement. Where applicable, the Grantee must include details of any unspent funds.

The Non-audited Income and Expenditure Statement must:

- be prepared in accordance with the applicable Australian Accounting Standards;
- be based on proper accounts and records for the Grantee;
- verify that grant funding was spent to perform the activity as set out in the Agreement; and
- Include any other matters as specified in the Agreement.

The Financial Declaration and Non-audited Income and Expenditure Statement must be certified by the Board, the Chief Executive Officer or an Authorised Officer of the Grantee.

E.5 Other Reports

Final Report

The Grantee is required to submit to the Commonwealth, a Final Report on a template provided by the date specified in Item E.

The Final Report for the Activity is to contain information on the performance of the Activity for the entirety of the Activity period, including:

- the extent to which the objectives of the Activity described in Item B of the Schedule have been met;
- a description of the specific Activity Milestones or other outcomes completed during the Activity period; and
- An explanation as to how the Grantee addressed any issues, problems or delays identified with the Activity.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Other Mish Pony Mx s47F	s47F
Position	Chief Executive Officer	
Postal/physical address(es)	203 1 Erskineville Road, NEWTOWN, NSW, 2042	
Business hours telephone	02 9517 2577	
Mobile	s47F	
Fax		
E-mail	ccc@ccoralliance.org.au s47F	s47F

Commonwealth representative and address

Name of representative	s22
Position	CGH Funding Arrangement Manager

Postal/physical address(es)	Department of Health and Aged Care GPO Box 9848 CANBERRA ACT 2601
Business hours telephone	s22 [REDACTED]
Mobile	Not specified
Fax	Not specified
E-mail	s47E(d) [REDACTED]@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

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Australian Government

Department of Health and Aged Care

Organisation ID:	1-X9A3C7
Agreement ID:	4-H04EEMD
Program Schedule ID:	4-H06G4A4

Deed of Variation in relation to Health Protection

1. Date

This Deed is made on 18 December 2023

2. Parties

This Deed is made between:

1. The Commonwealth, as represented by Department of Health and Aged Care, ABN 83 605 426 759 (the 'Commonwealth'); and
2. Scarlet Alliance - Australian Sex Workers Association, ABN 86 612 112 065 (the 'Grantee').

3. Context

- A. The Parties entered in an agreement on 25 June 2022 under which the Commonwealth gave a Grant to the Grantee for Health Protection (the 'Agreement').
- B. The Parties have agreed to amend the Agreement on the terms and conditions contained in this Deed.

4. Amendments

With effect from the date of execution of this Deed, the Agreement is amended:

Funding for existing Activities under this Agreement is adjusted as per the table below. This table shows only those existing Activities with funding varied under this Deed:

Activity Name	Activity Id	Financial Year	Current Grant Amount (excl. GST)	Variation Amount (excl. GST)	New Total Grant Amount (excl. GST)
Ongoing National Responds to Blood Borne Viruses and Sexually Transmissible Infections	4-H06G4BN	2022-2023	s47(1)(b)		
Ongoing National Responds to Blood Borne Viruses and Sexually Transmissible Infections	4-H06G4BN	2023-2024			
Ongoing National Responds to Blood Borne Viruses and Sexually Transmissible Infections	4-H06G4BN	2024-2025			

Ongoing National Responds to Blood Borne Viruses and Sexually Transmissible Infections	4-H06G4BN	2025-2026
		Total

s47(1)(b)

Revised payment amounts, reporting milestones and other detailed amendments resulting from this Deed are described in the Program Schedule, including any attachments, enclosed.

5. Entire agreement and interpretation

- 5.1 The parties confirm all the other provisions of the Agreement and, subject only to the amendments contained in this Deed, the Agreement remains in full force and effect.
- 5.2 This Deed and the Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Agreement.
- 5.3 Unless otherwise specified or the context otherwise requires, terms that are defined in the Agreement have the same meaning in this Deed.

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Signatures

Organisation ID:	1-X9A3C7
Agreement ID:	4-H04EEMD
Program Schedule ID:	4-H06G4A4

Executed as a deed

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

s47F

s22

(Name of Departmental Representative)

(Signature of Departmental Representative)

Team Leader Community Grants Hub

18/12/2023

(Position of Departmental Representative)

s47F

s22

(Name of Witness in full)

(Signature of Witness)

18/12/2023

Signed, sealed and delivered by Scarlet Alliance - Australian Sex Workers Association, ABN 86 612 112 065 in accordance with its rules, and who warrants that he/she is authorised to sign this Deed:

s47F

Mish Pony, Chief Executive Officer

(Name and position held by Signatory)

(Signature)

16/11/2023

s47F, National Programs Manager

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

s47F

(Signature of second Signatory/Witness)

16/11/2023

Explanatory notes on 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 (the witness date must be the same as the signatory date). 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 (the witness date must be the same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness (the witness date must be the same as the signatory date).
- 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 (the witness date must be the same as the signatory date).
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) – as the trustee is the legal entity entering into the Agreement. If requested by you, the words 'as trustee of the XXX Trust' could be included at the end of the name.

Schedule – Amendments to the Agreement

- *The Program Schedule 4-H06G4A4 is deleted and replaced with the updated Program Schedule 4-H06G4A4 enclosed.*