



Australian Government

National Indigenous Australians Agency

**PROJECT SCHEDULE –
GENERAL GRANTS
JOBS LAND AND ECONOMY PROGRAMME
ABORIGINALS BENEFIT ACCOUNT
(SPECIAL ACCOUNT)**

Executed by

the Commonwealth of Australia as represented by the National Indigenous Australians Agency
(ABN 30 429 895 164)

AND

Djigardaba Enterprise Aboriginal Corporation (ABN 46 184 296 702)

Grant System Agreement number (System ID)	4-IZ4G8C4
Project Schedule reference number (System ID)	4-IZ4G8CD
Provider reference number (System ID)	4-HONN5AI

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Version: August 2020

How this Project Schedule works

The Commonwealth has agreed to execute this Project Schedule, under which the Commonwealth will provide the Grant/s for the purpose of delivering one or more Project/s.

Once this Project Schedule has been executed, a separate contract is formed. That contract is called a **Project Agreement**.

The terms and conditions of this Project Agreement are as set out in:

- a) this Project Schedule;
- b) the Head Agreement; and
- c) any attachments to, or documents incorporated by reference into, either of those documents.

This Project Schedule contains terms and conditions that relate specifically to the Projects and Grants listed in this document. The document comprises:

- Part 1 – a summary of the Projects and Grants in this Project Schedule;
- Part 2 – terms and conditions applying to all Projects and Grants in this Project Schedule; and
- Part 3 – specific terms and conditions for particular Projects and Grants in this Project Schedule.

The Head Agreement contains general terms and conditions that apply to all Projects and Grants.

(See also clauses 1 to 10 of the Head Agreement).

PART 1: PROJECT AND GRANT SUMMARY**1. List of Projects**

Project ID	Project name
4-IZHSPSP	Cooinda Lodge Kakadu – part acquisition of Kakadu Tourism (GLC) Pty Limited ACN 087 366 336 and Gagudju Lodge Cooinda Trust

2. List of Grants

Project ID – Project name	Amount (excl GST)	SACS (if applicable)	GST (if applicable)	Total (incl GST)
4-IZHSPSP - Cooinda Lodge Kakadu – part acquisition of Kakadu Tourism (GLC) Pty Limited ACN 087 366 336 and Gagudju Lodge Cooinda Trust	\$1,500,000.00	-	\$150,000.00	\$1,650,000.00
TOTAL	\$1,500,000.00	-	\$150,000.00	\$1,650,000.00

PART 2: GENERAL INFORMATION, TERMS AND CONDITIONS FOR ALL PROJECTS IN THIS PROJECT SCHEDULE

1. Interpretation

- 1.1 Unless the contrary intention appears, words used in this Project Schedule have the same meaning as in the Head Agreement.
- 1.2 Information, terms and conditions in Part 2 of this Project Schedule apply to the Projects under this Project Agreement, unless the contrary intention appears in Part 3.

2. Programme

- 2.1 The Grants are provided under the Jobs Land and Economy (Aboriginals Benefit Account Special Account) Programme.

3. Programme outcomes

- 3.1 For each Project, the Provider must contribute to or achieve the following programme outcomes to the extent they are not inconsistent with the Project:

Programme outcomes

- Get Indigenous Australians into work.
 - Get remote jobseekers work ready, through community and other activities and work experience.
 - Foster Indigenous business.
 - Assist Indigenous Australians to generate economic and social benefits, including through the effective and sustainable management of their land.
 - Assist Indigenous Australians to progress land and sea claims and township leases under Commonwealth native title and land rights legislation.
- 3.2 The Provider agrees to deliver each Project under this Project Agreement so as not to conflict with or adversely impact upon the school attendance of children in the location/s at which the Project is being delivered.

4. Overview

- 4.1 The Provider is:

Provider	Details
Full legal name	Djigardaba Enterprise Aboriginal Corporation
Trading name	Djigardaba Enterprise Aboriginal Corporation
ABN, ICN, ACN or other identifier	ABN 46 184 296 702

- 4.2 This Project Agreement commences on the Project Agreement Start Date and ends on the Project Agreement End Date:

Project Agreement Start Date	The date that the last Party to sign this Project Agreement does so.
Project Agreement End Date	30 April 2025 earlier termination date.

5. Strengthening Organisational Governance - one-off payment

- 5.1 If the Provider has been required to become incorporated pursuant to clauses 64 to 68 of the Head Agreement, the Commonwealth will pay a one-off payment of \$10,000 (excl GST) following:
- (a) the Provider changing its incorporation status in accordance with clauses 64 to 68 of the Head Agreement; and
 - (b) the Commonwealth receiving proof of the change in incorporation status.
- 5.2 The parties agree that this payment represents a genuine pre-estimate of the costs likely to be incurred by the Provider in complying with the incorporation requirement, and that the Commonwealth is not liable for any further amount. This payment is a one-off payment, and will be made only if the Provider has not received a similar payment under another Project Agreement.
- 5.3 The payment provided for under Part 2 item 5.1 is a Grant for the purpose of this Project Agreement.

6. Bank account details

- 6.1 The Provider's bank account for the purpose of clause 13 of the Head Agreement is as follows unless another account is specified for a particular Project in Part 3:

Bank / institution name	47G	
BSB number		
Account name		
Account number		

7. Tax and invoices

(Clauses 16 to 19 of the Head Agreement)

- 7.1 The Commonwealth will issue recipient created tax invoices (**RCTIs**) and any adjustment notes for taxable supplies made by the Provider to the Commonwealth, within 28 days of determining the value of the taxable supplies in question. The Provider must not issue tax invoices or adjustment notes for taxable supplies covered by a RCTI.
- 7.2 Alternatively, the Commonwealth may direct the Provider to issue invoices to the Commonwealth. This direction can relate to all or part of a Project Agreement. Each invoice must be addressed to the relevant Commonwealth contact officer listed in this Project Schedule.

7.3 Each invoice issued by the Provider must contain:

- (a) the words 'tax invoice' or 'invoice', whichever is relevant, stated prominently;
- (b) the Provider's name and ABN;
- (c) the Commonwealth's name and address;
- (d) the date of issue of the tax invoice or invoice;
- (e) the name of the Project and this Project Schedule reference number (if any);
- (f) the total amount payable (including GST if it is a taxable supply); and
- (g) the GST amount shown separately, if it is a taxable supply.

7.4 An invoice issued by the Provider must not:

- (a) include amounts that are not properly payable under this Project Agreement; or
- (b) relate to a payment or include an amount in relation to which the Commonwealth has exercised its rights under clauses 79 - 81 (Withholding, Provider not entitled to amount or amount not spent in accordance with a Project Agreement, Unspent Grant amounts), 84 (Breach of Project Agreement), or 88 - 91 (Termination or reduction in scope - for default) of the Head Agreement.

7.5 The Commonwealth may require the Provider to reissue an invoice that does not meet the requirements of this Project Agreement.

8. Reporting

(Clauses 52 to 58 of the Head Agreement)

8.1 The Provider must provide to the Commonwealth the following reports for each Project in accordance with the timeframes set out in Part 3 of this Project Schedule:

Report	Details
Performance report	Performance reports must detail the progress and performance of the Project during the reporting period, including against the outcomes, objectives and performance targets set out in this Project Schedule. If there are significant issues affecting the progress of the Project, the Performance report must specify the actions being taken to address the issues.
Working with Vulnerable People and Work Health and Safety Statement of Compliance	<ol style="list-style-type: none"> 1. Annual statement of compliance with relevant Head Agreement obligations, including where identified, mandatory state and territory legislative requirements for the jurisdiction in which the Project is held, pertaining to: <ol style="list-style-type: none"> a) Working with Vulnerable People, including children (WWVP); and b) Work Health and Safety (WHS).

Report	Details
Expenditure report	<p>The following information must be provided:</p> <p>2. A Financial Declaration:</p> <p>a) verifying that the Grant was expended for the Project and in accordance with the Project Agreement;</p> <p>b) specifying any amount of the Grant that remains unspent for that Financial Year; and</p> <p>c) certified by the Provider's CEO, Board or authorised officer.</p> <p>Financial declarations will be required only where requested by the Commonwealth. In accordance with clause 116 of the Head Agreement, Providers must keep full and accurate records relating to Grant expenditure.</p> <p>2. Expenditure Report</p> <p>a) a detailed statement of income and expenditure relating to the Grant; and</p> <p>b) a financial declaration as referred to above.</p> <p>If audited, the report is to be audited in accordance with clauses 55-56 of the Head Agreement.</p> <p>Part 3 of this Project Schedule specifies whether the Expenditure report for a Project is to be unaudited or audited.</p>

- 8.2 On request, the Provider must provide to the Commonwealth a report for the Project by a date, and in such form, as may be specified in writing by the Commonwealth.

PART 3: SPECIFIC INFORMATION, TERMS AND CONDITIONS FOR PARTICULAR PROJECTS IN THIS PROJECT SCHEDULE

1. Interpretation

- 1.1 Each of the Projects specified in this Project Schedule has its own sub-part under this Part 3, which sets out specific information, terms and conditions applying for that particular Project. To the extent of any inconsistency between Part 2 and Part 3 of this Project Schedule, Part 3 will take priority in relation to the relevant Project.

3: PROJECT ID – 4-IZHSPSP – Cooinda Lodge Kakadu – part acquisition of Kakadu Tourism (GLC) Pty Limited and Gagudju Lodge Cooinda Trust

2. Project description

- 2.1 Kakadu Tourism (GLC) Pty Limited ACN 087 366 336 (**Kakadu Tourism**) operates the Cooinda Lodge Kakadu located in the Kakadu National Park approximately 190 kilometres south east of Darwin (the **Resort**). The Resort includes the Yellow Waters Cruise business in Kakadu National Park. Indigenous Business Australia (IBA) owns the majority interest in Kakadu.
- 2.2 The Provider must use the grant:
- (a) to acquire a 48% interest in the Resort through the acquisition of the following interests currently vested in Gagudju Association Incorporated (**Gagudju**):
 - (i) 648,000 ordinary shares in Kakadu Tourism; and
 - (ii) 1,936,281 units in Gagudju Lodge Cooinda Trust (**GLC Trust**)
 - (iii) (together, the Purchase) (\$1.2 million maximum in grant funds);
 - (b) towards the following operational costs during the 12 months after the acquisition:
 - (i) financial, administrative and human resources (\$60,000 maximum in grant funds);
 - (ii) legal and due diligence (\$60,000 maximum in grant funds);
 - (iii) wages for a full-time Indigenous Operations Manager working for the Provider (\$120,000 maximum in grant funds); and
 - (iv) wages for a full-time Indigenous Operations Trainee working for the Provider (\$60,000 maximum in grant funds).
- 2.3 The Provider must use any income generated from its ownership in Kakadu Tourism (e.g. dividends or other corporate distributions) for the duration of this Project Agreement and any Purposes Deed towards:
- (a) the development and implementation of the following strategies for the benefit of Murumburr clan members:
 - (i) health and aged care strategy;
 - (ii) education and training strategy;
 - (iii) housing strategy; and
 - (iv) wellbeing and youth strategy;
 - (b) hospitality and tourism training for Murumburr clan members in the areas of tour guiding, retail, ground maintenance, housekeeping and land management;
 - (c) collaboration with Parks Australia to conduct a weed and fire management program (focusing on Yellow Water Billabong weed management) and feral animal control on the location described in Item 6; and
 - (d) other purposes consistent with the Provider's objectives under its Rule Book.
- 2.4 The Provider must engage a solicitor to advise and advocate for the Provider's interests during the negotiations for the Purchase.
- 2.5 The Provider must use best endeavours to ensure a Lease is in place (whether entered into by the Provider, Kakadu Tourism or the GLC Trust) that will:
- (a) permit the use of the Location for the Designated Use;
 - (b) be for a term (including options to renew) not less than the term of the Project Agreement and the Designated Use Period; and
 - (c) otherwise be on terms consistent with the Project Agreement and the Provider's obligations under this Deed.

'Lease' in this item refers to a lease, a licence, or some other interest or right over the Location.

- 2.6 The Provider must provide to the Commonwealth a copy of the Lease once it has been entered into as well as any variations to it.
- 2.7 The Provider warrants:
- (a) it does not have any conflict of interest with Gagudju;
 - (b) the purchase price of the shares and units described in clause 2.2(a) reflect arms-length commercial terms;
 - (c) immediately prior to completion of the Purchase, Kakadu Tourism and GLC Trust own all of the assets which are necessary to run the Resort as a going concern; and
 - (d) any share and unit holder agreement(s) related to the Purchase do not contain:
 - (i) any restrictions on the transfer of the shares or units;
 - (ii) any restrictions on the granting of security over the shares or units; and
 - (iii) any pre-emption rights.
- 2.8 The Provider must provide the Commonwealth with proof of the Purchase to the Commonwealth's reasonable satisfaction within 48 hours of completion.
- 2.9 The Provider must enter into a Purposes Deed with the Commonwealth prior to the release of the grant funds on the terms outlined in the Purposes Agreement annexed to this Project Schedule.
- 2.10 The Provider must enter into a Security Agreement with the Commonwealth prior to the release of the Grant funds on the terms outlined in the Security Agreement annexed to this Project Schedule.
- 2.11 The Provider must, prior to the release of the Grant funds, execute and provide undated share and unit transfer forms.
- 2.12 The Provider must, following completion of the acquisition of shares and units, promptly provide the NIAA;
- (a) the original share and unit certificates to be issued to the Provider; and
 - (b) copies of the updated share and unit registers, showing the Provider as the registered owner of the relevant securities.

3. Key performance indicators

- 3.1 The Provider must meet the performance targets for the following key performance indicators within the timelines shown in the table below:

Number	Key Performance Indicator	Target and data
1.	MKPI.M1 – Indigenous Employment	100% per cent of hours worked in the reporting period under the activity, are worked by an Indigenous person. Source: Service Provider.
2.	MKDI.M1 – Employment Numbers	Number of people employed and the total number of people employed, under the activity (by gender). Source: Service Provider.

Number	Key Performance Indicator	Target and data
3.	MKDI.D2 – Hours Worked – Indigenous Staff	Number of hours worked in the reporting period by all Indigenous people employed under the activity. Source: Service Provider.
4.	MKDI.D3 – Hours Worked – All Staff	Number of hours worked in the reporting period by all people employed under the activity. Source: Service Provider.
5.	MKPI.M2 – Core Service Provision	Core activities or service being delivered meet or exceed requirements. Source: Agreement Manager review of Service Provider performance reporting.

4. Duration of Project

4.1 The Project must be delivered from the Project Start Date until the Project End Date:

Project dates	Details
Project Start Date	1 December 2023
Project End Date	31 December 2024 or earlier termination date

- 4.2 The Commonwealth may, at its sole discretion, offer to extend the Project Agreement End Date and/or any Project End Date by one or more extensions up to a maximum of one year by giving notice to the Provider at least 60 business days prior to the end of the relevant Project or Project Agreement End Date.
- 4.3 If the Provider accepts the Commonwealth's offer under clause 4.2, the terms of any such extension are to be documented by way of a deed of variation on terms acceptable to the Agency and such extension will only be effective upon the formal execution of the deed of variation by the Commonwealth and the Provider.

5. Party representatives for notices

(Clauses 134 – 135 of the Head Agreement)

5.1 The parties' representatives are responsible for liaison and day-to-day Project management, as well as issuing and accepting any written notices relating to the Project:

Commonwealth	Details
Contact officer / position for Project	s47F Assistant Director
Physical / postal address(es) for notices	39-41 Woods Street, Darwin NT 0800
Telephone	s47F

Commonwealth	Details
E-mail	s47F [REDACTED]@official.niaa.gov.au

Provider	Details
Contact officer / position for Project	Louisa Bayne
Physical / postal address(es) for notices	Red Lily Outstation, Kakadu, JABIRU NT 0886
Telephone	s47F [REDACTED]
E-mail	deac.kakadu@gmail.com

6. Location

- 6.1 The Provider must use best endeavours to procure a Lease (as defined in item 2.5) in the following location/s:

Organisation venue name	Organisation venue address
Cooinda Lodge Kakadu	Kakadu Hwy NT 0822 N.T. Portion 838 from plan(s) A 000379

7. Reporting and site visits

Clauses 52 - 58 of the Head Agreement and Part 2 item 8 of this Project Schedule)

- 7.1 The Provider must submit the following reports to the Commonwealth, and where relevant facilitate site visits conducted by the Commonwealth, by the following due dates:

Report	Due date
Site visit, to be conducted by the Commonwealth in the three months leading up the due date.	30 April 2024
Performance report covering the period from project commencement to 30 June 2024.	15 July 2024
Audited Financial Acquittal/ Expenditure Report covering the period 01 July 2023 to 30 June 2024.	30 September 2024
WWVP and WHS Statement of Compliance	30 October 2024

Report	Due date
Site visit, to be conducted by the Commonwealth in the three months leading up the due date.	30 December 2024
Final Performance report covering the period from 1 July 2024 to 31 December 2024	15 January 2025
Audited Financial Acquittal/ Expenditure Report covering the period 1 July 2024 to 31 December 2024.	31 March 2025

8. Grant payments

(Clauses 11 and 12 of the Head Agreement)

8.1 The Provider must use the Grant only for the purpose of this Project.

8.2 Grant payments will be made on the occurrence of the following events, outcomes or performance targets and subject to the terms and conditions of this Project Agreement:

Anticipated date	Description of event, outcome or performance target	Amount (excl GST)	GST	Total (incl GST)
As per description	<p>Within 20 business days of all of the following occurring:</p> <ul style="list-style-type: none"> - execution of the Project Agreement; - execution of the Purposes Deed (see clause 2.9); - execution of the Security Documentation - execution and provision to the NIAA of signed but undated blank share and unit transfer forms (see clauses 2.10 to 2.11 inclusively) 	\$1,380,000.00	\$138,000.00	\$1,518,000.00
30 July 2024	Payment upon submission of satisfactory	\$120,000.00	\$12,000.00	\$132,000.00

Anticipated date	Description of event, outcome or performance target	Amount (excl GST)	GST	Total (incl GST)
	Performance report by the Provider, and the Commonwealth being satisfied with the Provider's performance			
Total Grant payable:		\$1,500,000.00	\$150,000.00	\$1,650,000.00

9. Bank account details

9.1 The Provider's bank account for the purpose of clause 13 of the Head Agreement for this Project is:

Bank / institution name	s47G	
BSB number		
Account name		
Account number		

4-IZHSPSP – Cooinda Lodge Kakadu – part acquisition of Kakadu Tourism (GLC) Pty Limited and Gagudju Lodge Cooinda Trust – Additional Conditions

The following additional conditions apply for this Project.

10. Aboriginals Benefit Account

- 10.1 The Grant is made under section 64(4) of the *Aboriginal Land Rights (Northern Territory) Act 1976*. The Grant is being made from the Aboriginals Benefit Account (ABA) to or for the benefit of Aboriginal people living in the Northern Territory.

11. Security

- 11.1 Without in any way limiting or affecting the Provider's obligations or the Commonwealth's rights under the Project Agreement, Purposes Deed or otherwise at Law, the Provider irrevocably agrees to grant to the Commonwealth a specific security agreement, on terms acceptable to the Commonwealth, over the shares and units purchased with the Grant (see clause 2.2(a)) in favour of the Commonwealth as security for the Provider's obligations under this Project Agreement and the Purposes Deed.
- 11.2 The Provider must provide all information, consents and do all things reasonably required by the Commonwealth to enable the registration of any security interest granted under this item 11 in the form required by the Commonwealth from time to time.

12. Not Used

13. No encumbrances

- 13.1 The Provider must not permit, create or grant, or enter into any agreement to permit, create or grant, any restrictive covenants, restriction on use, easements, encumbrances, interests, mortgages, caveats, leases or rights affecting the Location or the Provider's interest in the Location after the Date of this Project Agreement, without first obtaining the written consent of the Commonwealth.
- 13.2 The Commonwealth must not unreasonably withhold or delay its consent to a matter referred to in item 13.1.

14. Project Funding Bank Account

- 14.1 The Provider must:
- a) maintain a Bank account in the name of the Provider, with a Bank acceptable to the Commonwealth, which is controlled solely by the Provider to hold all Funds under this Project Agreement;
 - b) immediately deposit all Funds received into the Bank account;
 - c) notify and seek the approval of the Commonwealth if there are any changes to those details provided at item **Error! Reference source not found.** of this Project Schedule;
 - d) ensure that the Bank account does not, at any time during the Project Agreement Period, contain any monies other than the Grant and interest earned on the Funds; and
 - e) ensure that all interest earned on the Grant is applied for the purposes of the Project.

15. Restrictions on Expenditure

- 15.1 In addition to clause 12 of the Head Agreement, the Provider must not use any part of the Grant for any of the following purposes, unless it obtains the Commonwealth's prior written approval:
- a) to make a loan or gift;
 - b) to pay sitting fees, allowances, travel expenses or similar payments to Directors or members of the Provider's organisation or any related entities (including any parent or subsidiary company);
 - c) to pay commissions, success bonuses or similar benefits to staff, members or consultants;
 - d) for overseas travel;
 - e) to conduct litigation; or
 - f) to transfer money (including as a payment, reimbursement, gift or loan) to a parent or subsidiary company of the Provider.

16. Governance – Constitution and changes to governance arrangements

- 16.1 On request, the Provider must provide the Commonwealth with:
- a) a copy of its Constitution; and
 - b) information about its corporate structure and governance arrangements, including details about parent and subsidiary entities and their levels of investment in, and control of, the Provider and/or other entities under the corporate structure.
- 16.2 The Provider must inform the Commonwealth whenever there is a change in its Constitution, structure, management or operations that could reasonably be expected to adversely affect its conduct of a Project, management of a Grant or ability to comply with any obligation under any Project Agreement.
- 16.3 In this item, 'Constitution' means (depending on the context):
- a) a company's constitution, including any rules and amendments made to it from time to time;
 - b) in relation to any other kind of body:
 - (i) the body's charter, rules or memorandum; or
 - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

17. Governance – Persons involved in management and financial administration

- 17.1 The Provider must immediately notify the Commonwealth of any person it employs, engages or elects who will have a role in its financial administration or management. The notice must include the identity and qualifications of the person/s.
- 17.2 The Provider must not employ, engage or elect any person who will have a role in its management or financial administration if any of the following applies:
- 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 been given final judgment for a debt and the judgment has not been satisfied;

- d) within the last five years, the person:
 - (i) has been convicted of an offence/s against a Commonwealth, State or Territory law involving dishonesty;
 - (ii) has been released from prison after having been imprisoned for offence/s involving dishonesty;
 - (iii) 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 funding or grant requirements of the Commonwealth, the Aboriginal and Torres Strait Islander Commission or its predecessors;
- e) the person is otherwise prohibited from being a member, director, employee or responsible officer of the Provider under Commonwealth, State or Territory legislation.

18. Priority of terms

To the extent of any conflict or inconsistency between the terms and conditions contained in the Head Agreement and this Project Schedule, the terms and conditions contained in this Project Schedule will prevail.

EXECUTION PAGE

This Project Schedule, together with the Head Agreement and any attachments to, or documents incorporated by reference into, either of them, forms a Project Agreement.

Executed as an agreement:

Commonwealth

SIGNED for and on behalf of the Commonwealth of Australia as represented by the National Indigenous Australians Agency by:

s47F

(Name of Agency Representative)

s47F

(Signature of Agency Representative)

Acting Regional Manager

(Position of Agency Representative)

21/12/2023

s47F

(Name of Witness in full)

s47F

(Signature of Witness)

21/12/2023

Provider

Executed as an agreement:

Executed by Djigardaba Enterprise Aboriginal Corporation (ABN 46 184 296 702) section 99-5 of the Corporations (Aboriginal and Torres Strait Islander) Act 2006:

Louisa Bayne

(Print name of Director)

s47F

(Signature of Director)

18/12/23

Aysha Alderson

(Print name of Director)

s47F

(Signature of Director)

18/12/23

Notes about the signature block:

- if you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- if you are a **company**, generally two signatories are required – the signatories can be two Directors 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**, a partner must be a signatory in the presence of a witness.
- if you are an **individual**, you must sign in the presence of a witness.
- if you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.
- if you are a **State or Territory Government**, the delegate must sign for the State/Territory Department/Agency acting on behalf of the State or Territory Government. The delegate must sign in the presence of a witness.



Australian Government

National Indigenous Australians Agency

INDIGENOUS GRANTS – PURPOSES DEED

Executed by

**the Commonwealth of Australia as represented by the National Indigenous Australians Agency
(ABN 30 429 895 164)**

(the Commonwealth)

AND

Djigardaba Enterprise Aboriginal Corporation (ABN 46 184 296 702)

(Djigardaba)

Head Agreement reference number (system ID)	4-IZ4G8C4
Project Schedule reference number (system ID)	4-IZ4G8CD
Provider reference number (system ID)	4-HONN5AI

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INDIGENOUS GRANTS – PURPOSES DEED

1. Context

1.1 This Deed is made in the following context:

- (a) the Commonwealth is committed to working more closely with Indigenous Australians on the key priorities of getting children to school, adults to work and making communities safer;
- (b) the Provider is committed to achieving results in these priority areas and have agreed to work with the Commonwealth and Indigenous communities to do this;
- (c) the Commonwealth has agreed to provide the Grant to the Provider under the Project Agreement to enable the Provider to perform all the obligations set out in the Project Agreement;
- (d) the Provider has agreed to perform the obligations set out in this Deed for the Designated Use Period.

2. Details

2.1 The details for this Deed are as follows:

Item	Detail	Description
A.	Date of this Deed	
B.	Project	Cooinda Lodge Kakadu – part acquisition of Kakadu Tourism (GLC) Pty Ltd ACN 087 366 336 (Kakadu Tourism) and units in the Gagudju Lodge Cooinda Trust (GLC Trust)
C.	Project Agreement	The Project Agreement between the Commonwealth and the Provider, comprising the terms and conditions in the Head Agreement (reference number 4-IZ4G8C4) and the Project Schedule reference number 4-IZ4G8CD and any attachments to, or documents incorporated by reference into, any of those documents.
D.	Provider	Djigardaba Enterprise Aboriginal Corporation (ABN 46 184 296 702)
E.	Provider's trading or business name (if applicable)	
F.	Grant	\$1,500,000.00
G.	The Grant is provided under the following programme/s	Aboriginals Benefit Account
H.	Designated Use	Operation of the Resort as a tourism resort available to the general public, including the operation of the Yellow Waters Cruise business
I.	Designated Use Period	20 years commencing on the Project Agreement End Date of the Project Agreement

INDIGENOUS GRANTS – PURPOSES DEED

J.	Location	N.T. Portion 838 from Plan(s) A 000379 Volume 617 Folio 231
K.	Land Owner	Commonwealth of Australia
L.	Resort	Cooinda Lodge located in Kakadu National Park, the assets of which are owned by Kakadu or the GLC Trust
M.	Public liability insurance	\$20,000,000 or such amount as may be advised by the Commonwealth in writing from time to time
N.	Additional security	The Provider grants the Commonwealth a security interest over the Provider's shares in Kakadu Tourism and the Provider's units in the GLC Trust purchased with the Grant funds
O.	Commonwealth address for notices	
	Contact officer's position	s47F Engagement Director
	Street / postal address(es)	39-41 Woods Street, Darwin NT 0800
	E-mail	ArnhemGrooteAgreements@official.niaa.gov.au
P.	Provider address for notices	
	Contact officer's position	Louisa Bayne, Director
	Street / postal address(es)	Red Lily Outstation, Kakadu, JABIRU NT 0886
	E-mail	deac.kakadu@gmail.com

3. Provider to ensure Lease is in place

3.1 The Provider must use best endeavours to ensure a Lease is in place (whether entered into by the Provider, Kakadu Tourism or the GLC Trust) that will:

- (a) permit the use of the Location for the Designated Use;
- (b) be for a term (including options to renew) not less than the Designated Use Period; and
- (c) otherwise be on terms consistent with the Project Agreement and the Provider's obligations under this Deed.

3.2 The Provider must provide to the Commonwealth a copy of the Lease once it has been entered into as well as any variations to it.

4. Provider to ensure hotel management agreement is in place

4.1 The Provider must use best endeavours to ensure a hotel management agreement is in place (whether entered into by the Provider or Kakadu Tourism) at all times during the Designated Use Period that will:

- (a) be with a reputable provider to run the Resort; and

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- (b) otherwise be on terms consistent with the Project Agreement and the Provider's obligations under this Deed.
- 4.2 The Provider must provide to the Commonwealth a copy of the hotel management agreement once it has been entered into as well as any variations to it.

5. Provider's use of income generated from ownership in Kakadu Tourism and GLC Trust

- 5.1 The Provider must use any income generated from its ownership in Kakadu Tourism and the GLC Trust (e.g. dividends or other corporate distributions) during the Designated Use Period towards:
 - (a) the development and implementation of the following strategies for the benefit of Murumburr clan members:
 - (i) health and aged care strategy;
 - (ii) education and training strategy;
 - (iii) housing strategy; and
 - (iv) well being and youth strategy;
 - (b) hospitality and tourism training for Murumburr clan members in the areas of tour guiding, retail, ground maintenance, housekeeping and land management;
 - (c) collaboration with Parks Australia to conduct a weed and fire management program (focusing on yellow water billabong weed management) and feral animal control on the Location; and
 - (d) other purposes consistent with the objectives of the Provider under its Rule Book.
- 5.2 The Provider must provide any information requested by the Commonwealth about these initiatives and the nature of this expenditure when requested.

6. Provider's general obligations

- 6.1 The Provider must use best endeavours to ensure Kakadu Tourism does the following for the Designated Use Period:
 - (a) use the Location and operate the Resort for the Designated Use;
 - (b) not use the Location or Resort, or permit the Location or the Resort to be used, for any use other than the Designated Use without first obtaining the written consent of the Commonwealth;
 - (c) safeguard the Location and the Resort against loss, damage and unauthorised use;
 - (d) maintain the Location and Resort in good condition;
 - (e) effect and maintain adequate insurance in respect of the Location and the Resort against loss, damage and destruction for their full reinstatement value, and to provide certificates of currency of such insurances promptly to the Commonwealth on demand;
 - (f) effect and maintain public liability insurance in respect of the Location and the Resort in the amount specified in item M in clause 2.1;
 - (g) promptly reinstate the Location and the Resort if they are damaged or destroyed;

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- (h) not vary or surrender the Lease without first obtaining the written consent of the Commonwealth;
- (i) forward to the Commonwealth within 5 business days after receipt any demand for rent, notice of termination or notice to quit received under or in respect of the Lease; and
- (j) not Dispose of its rights or interest in the Location, Resort or the Lease without:
 - (i) obtaining the Commonwealth's prior written consent; and
 - (ii) complying with any conditions imposed by the Commonwealth in relation to the granting of its consent.

7. Using contractors or service providers

- 7.1 The Provider is solely responsible for the performance of its obligations under this Deed.
- 7.2 The Provider will not be relieved of any obligation under this Deed as a consequence of the Provider subcontracting any obligations under the Project Agreement or engaging any third party to perform or undertake the Designated Use on the Location on the Provider's behalf.

8. Provider indemnity

- 8.1 The Provider indemnifies the Commonwealth against:
 - (a) all liability; and
 - (b) all losses, costs and expenses (including those set out in clause 8.2), if caused by the circumstances in clause 8.3.
- 8.2 The losses, costs and expenses against which Provider indemnifies the Commonwealth include:
 - (a) loss of or damage to the Commonwealth's property; and
 - (b) loss or expense in dealing with any claim against the Commonwealth (including legal costs on a solicitor/own client basis, the cost of time spent, resources used and disbursements paid).
- 8.3 For the purposes of clause 8.1, the Provider indemnifies the Commonwealth in circumstances where the Commonwealth's liability, loss, cost or expense was caused by:
 - (a) the Provider's act or omission in carrying out its obligations in respect of this Deed, but only if the Provider was at fault;
 - (b) the Provider's breach of this Deed; or
 - (c) the Provider's breach of the Lease.

9. Security

- 9.1 The Provider must provide the Commonwealth with the security identified in clause 2.1 in a form and on terms satisfactory to the Commonwealth within 10 business days after the Date of this Deed.

10. Repayment of Grant on a Breach Event

- 10.1 If a Breach Event occurs, the Commonwealth may require the Provider to pay an amount, up to the amount calculated in accordance with clause 10.2 (**Repayment Amount**), by giving written notice to the Provider.

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- 10.2 For the purposes of clause 10.1, the Repayment Amount will be calculated in accordance with the following table:

Year of the Designated Use Period in which Breach Event occur	Repayment Amount
1	100% of the Grant
2	100% of the Grant
3	100% of the Grant
4	100% of the Grant
5	100% of the Grant
6	100% of the Grant
7	100% of the Grant
8	100% of the Grant
9	100% of the Grant
10	100% of the Grant
11	90% of the Grant
12	80% of the Grant
13	70% of the Grant
14	60% of the Grant
15	50% of the Grant
16	40% of the Grant
17	30% of the Grant
18	20% of the Grant
19	10% of the Grant
20	Nil

- 10.3 The Provider must pay the Repayment Amount set out in the notice provided under clause 10.1 within 30 business days after the date of that notice.
- 10.4 If all of the Repayment Amount is not paid within the 30 Business Day period, the Provider must pay interest on the outstanding amount from the end of the 30 business days until the date of payment. Interest will be calculated at the rate set out in clause 129 of the Project Agreement.
- 10.5 If all of the Repayment Amount is not paid by the Provider in accordance with clause 10.1, the Commonwealth may recover some or all of the Repayment Amount and interest by deducting it from the amounts payable under any agreement the Commonwealth has with the Provider.
- 10.6 If the Provider fails to pay the Repayment Amount under clause 10.1 within 30 business days, the Commonwealth may recover that amount as a debt due from the Provider.
- 10.7 The Provider acknowledges and agrees that the Repayment Amount (if any) represents a genuine and reasonable pre-estimate of the loss to the Commonwealth on the occurrence of one or more Breach Event.

11. Definitions

- 11.1 In this Deed, unless the contrary appears:

Aboriginal land has the meaning given by the *Aboriginal Land Rights (Northern Territory) Act 1976*

Breach Event means:

- (a) the Provider has breached any of its obligations under this Deed and has failed to remedy the breach within such reasonable period as has been specified in a written notice of breach given

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by the Commonwealth to the Provider giving details of the breach alleged and specifying the action required to be taken to remedy the breach ; or

- (b) the Head Agreement is terminated; ora lease is not in place that will allow the Location and Resort to be used for the Designated Purpose; or
- (c) a hotel management agreement is not in place that will allow the Location and Resort to be used for the Designated Purpose.

Date of this Deed means the date specified in Item A of clause 2.1.

Designated Use means the use or uses specified in Item H of clause 2.1.

Designated Use Period means the period set out in Item I of clause 2.1.

Dispose means selling, mortgaging, encumbering, leasing or subleasing, licensing or sublicensing, parting with possession, assigning, surrendering, terminating or abandoning or otherwise transferring or giving up ownership or the right to occupy or use, or to enter into an agreement to do any of the preceding acts, some or all of the Location or the Provider's interest in the Location.

Grant means the amount provided or to be provided by the Commonwealth to the Provider under the Project Agreement and specified in Item F of clause 2.1.

Lease means a lease or other right of occupancy.

Location means the site described in Item J of clause 2.1 and includes any items affixed to that site.

Project means the project described in Item B of clause 2.1.

Project Agreement means the Project Agreement entered into between the Commonwealth and the Provider for the Provider to carry out the Project, a copy of which may be included at Annexure A.

12. Interpretation

12.1 In this Deed, unless the context indicates otherwise, the following rules of interpretation apply:

- (a) reference to a party includes the party's officers, delegates, employees, contractors, agents, volunteers, executors, administrators, successors and permitted assigns;
- (b) reference to a statute, regulation, code or other law or a provision of any of them includes any amendment to or replacement of them and any regulation or other statutory instrument made under them;
- (c) a reference to money is to Australian dollars;
- (d) "including" and similar expressions are not words of limitation;
- (e) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (f) headings are for convenience only and do not form part of this Deed or affect its interpretation;
- (g) a reference to a Schedule or Annexure means a Schedule or an Annexure to this Deed; and
- (h) this Deed means the terms and conditions of this Deed, including the Details and Annexures, and any documents incorporated by reference into any of these documents.

12.2 A provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Deed or the inclusion of the provision in the Deed.

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- 12.3 If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.
- 12.4 Unless provided otherwise in this Deed, if the consent of the Commonwealth is required it may be given or withheld in the Commonwealth's sole and unfettered discretion and subject to such reasonable conditions as the Commonwealth sees fit.

13. GST

- 13.1 Unless otherwise stated, all amounts payable by one party to the other party under this Deed are exclusive of GST.
- 13.2 If one party makes a taxable supply to the other party under this Deed, the recipient must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice to the recipient. Neither party may claim from the other any amount for which it may claim an input tax credit.

14. Notices

- 14.1 A party giving notice under this Deed must do so in writing, by facsimile transmission or by email. A notice is taken to have been received:
- (a) if delivered by hand - upon delivery to the relevant address;
 - (b) if sent by pre-paid post - 5 business days after the date of posting to the relevant address;
 - (c) if sent by facsimile transmission - upon receipt by the sender of a facsimile confirmation receipt; and
 - (d) if sent by email – at the time of receipt under section 14A of the Electronic Transactions Act 1999 (Cth) as if the notice was being given under a law of the Commonwealth.
- 1.2 Notices under this Deed should be given using the contact details in Items O and P of clause 2.1. The parties must inform each other as soon as practicable where the contact details change.

15. Variation

- 15.1 This Deed may only be varied in writing, signed by all parties.

16. Jurisdiction

- 16.1 This Deed is governed by the law of the Australian Capital Territory.

EXECUTED AS A DEED:**COMMONWEALTH:**

SIGNED for and on behalf of the Commonwealth of Australia as represented by the National Indigenous Australians Agency by:	s47F
Name: (print)	s47F
Position: (print)	Acting Regional Manager
Signature and date:	s47F 21/12/2023
Witness Name: (print)	s47F
Signature and date:	s47F 21/12/23

Provider:

EXECUTED AS A DEED	
EXECUTED AND DELIVERED by Djigardaba Enterprise Aboriginal Corporation (ABN 46 184 296 702) in accordance with section 99-5 of the <i>Corporations (Aboriginal and Torres Strait Islander) Act 2006</i> by:	
Director's name (print):	Louisa Bayne
Signature and date:	s47F 18/12/23
Director's name (print):	Aysha Alderson
Signature and date:	s47F 18/12/23