

Australian Government

National Indigenous Australians Agency



# 2023 NAIDOC Local Grants Opportunity

Submission Reference: 6AGKYD8

# **Application Information**

The objectives of the program are to promote:

- The expression, engagement and conservation of First Nations' cultures
- First Nations peoples' participation in the social and economic life of Australia, and
- Broader understanding and acceptance of the unique place of First Nations' cultures in Australian society.

The intended outcomes of the program are to:

- Contribute to the maintenance and strengthening of First Nations peoples' cultural expression and conservation, including recognition of Australia's shared history and valuable First Nations' heritage
- Support activities that increase the participation of First Nations peoples' in Australian society through healing and improved individual, community and organisational capability and leadership, and
- Promote the unique place First Nations people and their cultures have in Australian society.

For information about how the National Indigenous Australians Agency (NIAA) manages personal information in the administration of its grants, please see the Grants and Funding page of the NIAA website - https://www.niaa.gov.au/indigenous-affairs/grants-and-funding. General information about the NIAA's privacy policies is also included below.

# Grant Round Administration

This grant round is being administered by the National Indigenous Australians Agency.

# Closing Date/Time

Applications must be submitted by 9:00pm Australian Eastern Daylight Time (AEDT) Friday 17 February 2023.

**OFFICIAL** 

## Making Sure Your Application is Saved

Upon exiting the form please ensure that you use the 'Save and Close' button. The 'Continue' button should only be used as you intend to progress through the form. For your Application to be saved when exiting, you will need to click on:

- 'Save and Close', and
- 'Confirm'.

You will know that your application is saved when you are taken from the current form process to the 'Form Saved' page.

Note that the 'Save and Close' button will ask that you 'Confirm' that you wish to save the Application, which you must do to complete the save process. If this is not done, your Application will not be saved.

You can return to your Application with the data saved using the link on the 'Form Saved' page that says 'Click here to return to your form' and confirming your submission reference ID details.

## Grant Opportunity Documents

Read all information in the Grant Opportunity Documents before completing this Application Form. The Grant Opportunity Documents are available on the https://www.grants.gov.au/ $\square$  and https://www.niaa.gov.au/indigenous-affairs/grants-and-funding/ $\square$  websites. Applications will be assessed using the process outlined in the Guidelines.

# **Application Help**

Information about the Application process is available on the https://www.grants.gov.au/ and https://www.niaa.gov.au/indigenous-affairs/grants-and-funding/

Applicants must submit any questions relating to the Program or this Application process in writing to NAIDOCgrants@niaa.gov.au  $\Box$ . Applicants may submit these questions up until five business days prior to the Closing Time and Date. A response will be provided within five business days.

Applicants may direct any general enquiries, requests for technical help or support in using and/or submitting the Application Form by:

- Phone 1800079098
- Email to NAIDOCgrants@niaa.gov.au

# Attachment Limits

This Application Form allows users to attach files to support their application. You must provide an attachment where indicated. Use the 'Upload File' button to select your file from a local drive.

Accepted file types: .bmp, .doc, .docx, .gif, .jpeg, .jpg, .msg, .pdf, .png, .pps, .ppt, .ptx, .txt, .xls, .xlsb, .xlsx.

**Note**: There is a 2048.0KB limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

FOI/2324/041



# Sharing this Form

More than one person should not access this form at the same time. If this is done there is a risk that information entered in the form may be lost and not transferred upon submission. If you wish to share this form and access details, please ensure that only one user edits the form at any given time.

To avoid any issues with your submission, ensure each contributor has completed their updates, saved their changes and exited the form prior to another person accessing the same form.

# Submission Reference ID

Each Application Form is allocated a unique Submission Reference ID. Each time this Application is accessed you will be required to use this Submission Reference ID.

# Submitting Application Form

Once you have completed this Application Form, you must submit it electronically by using the submission section at the end of this form.

Please note: there may be short, scheduled outages to systems as part of regular information technology maintenance that may affect submission of this form. Notification of these outages will be on the website.

Following submission, a message with your Submission Reference ID will appear on your screen and you will be provided a PDF receipt of your submission via email you are also able to send a receipt to an additional email address of your choosing. Please save this email receipt for future reference and use it is all correspondence about this application.

**Note**: Applications will be assessed using the process outlined in the Grant Opportunity Documents. Applicants will be notified of the grant funding outcome on completion of the assessment process.

# National Relay Service (NRS)

The National Indigenous Australians Agency uses the NRS to ensure our contact numbers are accessible to people who are deaf or have a hearing or speech impairment. Please phone 133677 to access the NRS.



# Australian Tax Office Reporting

The National Indigenous Australians Agency will need to report details of payments made to the Australian Taxation Office (ATO) as part of the taxable reporting obligations for government entities.

In general terms, the types of payments to be reported to the ATO are:

- Payments made for grants to entities with an Australian Business Number (ABN)
- Payments made for services.

If you receive a payment from the Department that meets the ATO criteria, it will be reported to the ATO as part of the Taxable payments annual report.

Further information is available on the Australian Taxation Office  $\square$  website.

# Privacy

The National Indigenous Australians Agency, supported by the Community Grants Hub, uses an integrated Smartform service assisted by the Department of Industry, Science and Resources on www.business.gov.au

If you are providing information to access a non-Department of Industry, Science and Resources program, that information will not be accessed by Department of Industry, Science and Resources employees. The only exception to this is where Senior Analysts within the Department of Industry, Science and Resources require access to your information for the sole purpose of troubleshooting technical errors. Where this occurs Senior Analysts will only access the data with permission and at the request of client agencies.

The National Indigenous Australians Agency, supported by the Community Grants Hub, will be able to access the Application as part of the form support services.

By submitting the Application you acknowledge that the information provided in the Application may be shared with other Commonwealth and law enforcement agencies for the prevention and detection of fraud.

For more information about how the Department of Industry, Science and Resources protects your privacy and personal information, please see the Department of Industry, Science and Resources' Privacy Policy . The Community Grants Hub Privacy Policy and WCaG Accessibility Information and the National Indigenous Australians Agency Privacy Policy should also be read and understood.



## Use of Information

Your Submission Reference is:

6AGKYD8

Please send yourself a link to this saved form by entering your email address below. This email will detail your Submission Reference, the date and time this application process will close, and a link to access your saved form.

If you have any questions relating to this Application phone 1800079098 or email NAIDOCgrants@niaa.gov.au

naidocmparntwe@gmail.com	
Confirm your email address *	
naidocmparntwe@gmail.com	

#### **Use of Information**

The National Indigenous Australians Agency may use the information, other than personal information, provided in this Application Form to assist it to:

- Comply with the Australian Government requirement to publish the details of all grant recipients on the GrantConnect website
- Inform staff negotiating and establishing Grant Agreements of risks and issues that need to be addressed in the Grant Agreement for that program
- Inform future assessments for Applications.

All information including personal information provided in this Application may be shared with other Commonwealth and law enforcement agencies for the purpose of preventing and detecting fraud. This includes personal information of any third party provided in this Application.

You can only apply if you agree to the use of the information you provide in this form for the purposes listed above.

Check this box if you agree to the use of the information you provide in this Application Form.



## **Existing Grant Recipient**

#### Is the Applicant an existing Grant Recipient? \*

Yes

) No



If Yes, provide the Organisation ID number as it appears on your Grant Agreement and then click 'Verify ID' to confirm the details are correct.

Tip: Copy and paste the Organisation ID number from the Grant Agreement to avoid errors.

Organisation ID \*

Applicant Legal Name			
Central Australian Aboriginal Con	gress Aboriginal Corporation		
Registered Business Name			
Central Australian Aboriginal Con	gress Aboriginal Corporation		
Entity Type	ABN	State	
Indigenous Corporation	76210591710	NT	
Postcode			
0871			
GST Registered		Charity	
For Profit		Withholding Tax Exempt	

### Are updates required to the Applicants details? \*

You must respond to this question.

Select 'No' if updates are not required to the Applicant's details as currently held by the National Indigenous Australians Agency.

Select 'Yes' if updates are required to the Applicant's details as currently held by the National Indigenous Australians Agency. You will be required to contact your Funding Arrangement Manager to update your details.



O No

## Please contact your Funding Arrangement Manager to update your details.

Check this box to confirm that you have contacted your Funding Arrangement Manager and your organisation information is now current.

I confirm that I have contacted my Funding Arrangement Manager and my organisation information is current. \*

# **Eligibility Requirements**



## What is the Applicant's entity type? \*

Company

Is the Applicant able to provide documentation to support the entity type?

Yes

No

#### Permanent resident of Australia?

If you are applying as a Person (Individual), you must be a permanent resident of Australia to apply for this grant opportunity. Confirm that you are a permanent resident of Australia.



Yes - I confirm I am a permanent resident of Australia

No - I am not a permanent resident of Australia (please note: you are not eligible to apply)

N/A - not applying as an entity type of "Person"

#### Commonwealth agreement compliance \*

Do you have any outstanding compliance issues with Commonwealth agreements?

If yes, are you working towards rectifying any issues?

Applicants are required to advise NIAA if they have outstanding compliance issues with Commonwealth agreements. If an applicant has outstanding compliance issues, an applicant may be ineligible if unresolved or not in the process of rectifying at the time of application.



#### Child safety statement \*

Can you confirm that, having made diligent inquiries, you have reasonable grounds to believe that the organisation itself, and staff working with children on behalf of your organisation in relation to the project or activity:

- Comply with relevant legislation relating to requirements for working with children in the jurisdiction in which the projects or activities are delivered.
- Have complied with relevant legislation in their jurisdictions relating to mandatory reporting of suspected child abuse and neglect as required or otherwise defined by state or territory legislation.

Yes - I can confirm

No - I cannot confirm

N/A - the project does not provide services directly to, or involve contact with children

OFFICIAL

#### Working with vulnerable persons \*

If your project or activity involves working with vulnerable persons, do you or your staff have the appropriate qualifications and/or working with vulnerable persons checks to deliver the project or activity you are applying for?

It is the responsibility of your organisation to ensure that anyone working directly with vulnerable people has appropriate qualifications and registrations under relevant state or territory legislation.



) No

N/A - the activity does not involve vulnerable persons

## Governance

#### **Relevant Persons \***

Has any senior official or person to be involved in delivering the project or activity been involved in any of the following events in the last 5 years?

You must tick at least one of the boxes below.

You may be contacted to provide more information and documentation in relation to these events.

ſ	17	ſ
l		J
2		5
I		I
t		J.

Governance Investigation of relevant person(s).

Any business failure of relevant person(s) including business failure of entities in which they hold, or held at the time of the event, a management or board position. Examples of a business failure include a Court Ordered or a Creditors Voluntary Administration Liquidation, External Administration, or Receivership.



Bankruptcies of relevant person(s).

Bankruptcy proceedings, including part IX Debt Agreements or Part X Insolvency Agreements, against relevant person(s).

Litigation against relevant person(s) including judgement debts.

None of the above apply and there is no adverse information on any relevant person associate with this entity.

OFFICIAL

## **Reportable Events \***

Select the appropriate box(es) that relate to any events to which your entity may have been subjected in the last 5 years.

You must tick at least one of the boxes below.

You may be contacted to provide more information and documentation in relation to these events.

	Governance Investigation of your organisation or related entities.
ň	Litigation or liquidation proceedings.
ň	A contract with your entity terminated by the other party.
ň	Contingent liabilities of a material amount.
ň	Overdue tax liabilities.
ŏ	Factors which might impact on your entity. For example, pending significant litigation, business commitments, collections by debt collection agencies on behalf of creditors, or potential liquidation proceedings.
П	Any significant change in your entitys financial position not reflected in the financial statements provided.
o o	Any other particulars which are likely to adversely affect your capacity to undertake this project.
	None of the above events apply and there is no adverse information on my entity.

### Does the Applicant have the following documents?

Note: You may be required to provide copies of the above documentation within 7 days upon request.

1. Documented organisational and financial policies and procedures. \*

No

Yes	O No
2. Business plan an	d/or strategic plan. *
Yes	O No
3. Risk manageme	nt plan. *

Yes

# Project/Activity Details



#### Provide a short title of your Application for this Project/Activity.

2023 Mparntwe NAIDOC Week Events

(Limit: approx 38 words, 250 characters)

32 characters of 250 used

## Provide a brief description of your project or the services to be delivered and how it will contribute to the objectives outlined in the Grant Opportunity Guidelines.

Mparntwe NAIDOC week committee seeks funding to develop and deliver a range of local events that celebrates and showcases Central Australian First Nations people, language, culture history and future through this years national theme 'For Our Elders.' Activities include Elders morning tea, Golden oldies dance night, Aboriginal Organisation open days, Blak Business Markets, Awards Ceremony, Community March and Sports carnival.

(Limit: approx 150 words, 1,000 characters)

429 characters of 1,000 used

# In which service area/s is the Applicant proposing to deliver the Project/Activity? \*

#### Instructions:

- The Service Area Type field below indicates the service areas relevant to this grant opportunity.
- If applicable, choose the relevant state/territory to view the available service areas.
- Tick the applicable service area/s where you are proposing to deliver this project/activity.
- Untick the selected service area/s to remove selection.

#### **IMPORTANT NOTE:**

You may only select 40 service areas per form. If you wish to apply for more services areas, a separate form/s will need to be completed.

#### Selected service area/s \*

Mount Johns, NT



## Proposal Start Date \*

What is the planned start date for the proposal?

02 Jul 2023

## Proposal End Date \*

What is the planned end date for the proposal?

09 Jul 2023

## **Delivery Location**

In which location will the proposed project or activity be delivered?

If multiple locations, please only identify one main location where NAIDOC project or activity will be delivered.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, ( ), . ' & - / \@, other characters and formatting are not accepted.

Location Name \*

Floor / Building; Unit; Apartment

Street number, name a	and type *		
Access Road			
Suburb/Town *	State *	Postcode *	A
ALICE SPRINGS	NT	0870	Address NOT Validated



#### Face to Face events - Social Distancing and COVID-19 \*

Does your project or activity require face-to-face delivery or is it likely to result in a public gathering? If yes, please outline how you will ensure the project or activity will meet government advice and regulations for managing the risks associated with COVID-19, including social distancing requirements.

<u>Note:</u> Projects or activities must be delivered in alignment with relevant government and health advice to limit the risk of transmission of COVID-19, particularly with respect to protecting Elders and those with chronic health issues. Before commencing a project or activity, it is your responsibility to develop a COVID-19 Risk Management Plan. The Risk Management Plan should include any potential risks associated with the delivery of a project or activity, and identify the strategies that you will put in place to minimise those risks. Upon request, you may be required to provide evidence that you have a COVID-19 Risk Management Plan in place.



#### Provide your response. \*

There are no current Chief Health Officer regulations in place in the Northern Territory however this will be monitored carefully and in the even that this changes our committee will ensure to make amendments to events in line with the recommendations.

(Limit: approx 300 words, 2,000 characters)

252 characters of 2,000 used

## Financials

# Provide a breakdown of the requested grant funding for each previously selected service area/s. \*

2022-2023 (exc GST) *	
\$	50,000.00
Total funding	
\$	50,000.00
Approx. % of Total	
	100
Summary	
2022-2023 Total	
\$	50,000.00
Total funding	
	50,000.00



# Provide bank account details for receipt of grant payments should the Application be successful.

You must respond to this question.

Bank account details for the receipt of payments:

- BSB Number: Enter the BSB number for the Applicant's nominated bank account. Must be 6 digits only. Do not enter spaces or other characters.
- Account Number: Enter the account number for the Applicant's nominated bank account. Must be 2 to 9 digits only. Do not enter spaces or other characters.
- Account Name: Enter the account name for the Applicant's nominated bank account. The account name should be as it appears on the bank statement. 60 character limit. The character count includes letters, numbers, spaces, paragraph marks, bullet points etc. NOTE: This field accepts the characters of A to Z, 0 to 9, ()., '&-/\@, all other characters including carriage returns are not accepted.

BSB number *	Account number *	
s47G	s47G	
Account Name *		
s47G		

# Assessment Criteria



### Criterion 1: Need and community involvement \*

You should demonstrate this by identifying how the project or activity:

- Aligns to the 2023 National NAIDOC Week theme: 'For our Elders', and
- Supports the Australian Government's commitment to celebrate, support, and raise awareness of First Nations' cultures and histories within the wider community.

This year's theme comes in a timely manner for Mparntwe where our elders have been, for years, advocating for their voices to be heard In was in which to address the widespread disadvantage and inequality across Central Australian Aboriginal Communities. With the recent negative media coverage of our town and the issues we face it is time we recognise our elders contribution over the years and celebrate and highlight the work that they have been doing to give voice to Aboriginal people in our region and fight injustice and disparity among our people. Although many of the big changes our elders have been fighting for have not been listened to and acted upon by government agencies and policy makers our elders have inspired the next generation to continue the fight for equality from the platform that our elders have built for us. Our committee want to celebrate and recognise our local elders for their ongoing contribution to our community. We want to highlight our elders who have all paved the way for our next generation at various levels either highly recognised or our elders that just do what they need to do for their families to survive navigating living in two completely different ways of life. Our committee see the importance of bringing together all organisations and businesses to collaborate on celebrating our Aboriginal Culture. We see strength in shining a light on all our Aboriginal community members who make sacrifices every day to ensure that our people are given every opportunity to succeed and make change in a system that was not created for aboriginal culture. Our broader Mparntwe community need to see that our Aboriginal people are still here, still fighting for equality and still fighting to be seen as trail blazers, change makers and leaders. Our accomplishments need to be widely celebrated on the people are still parts that here that here the people are still blazers. seen as trail blazers, change makers and leaders. Our accomplishments need to be widely celebrated so the negative narrative that has been written about us and our people can be challenged. We need this to help educate, celebrate and recognise excellence. (Limit: approx 300 words, 2,000 characters) 1.995 characters of 2.000 used

### Criterion 2: Cultural competence \*

You should demonstrate this by:

Explaining your capacity to deliver quality, culturally competent projects or activities for the target community/ies or group/s.

Our NAIDOC committee is solely made up of First Nations Australians and chaired by and Arrente Woman. Our decisions and decision making process ensure that all decisions are made in line with our cultural beliefs, systems and structures. We have a broad range of our community represented through our committee members through family representatives, community organisation representatives and government agencies.

(Limit: approx 300 words, 2,000 characters)

414 characters of 2,000 used

### Criterion 3: Organisational capability \*

You should demonstrate this by describing how:

- Your resources and capability will support you to deliver high quality projects or activities, and
- The risks associated with the proposed activity, including work, health and safety risks, will be managed.

Kings Narrative have taken over as the lead organisation for the Mparntwe NAIDOC week committee due to Central Australian Aborginal Congress' unavailability for 2023. Kings Narrative will support the NAIDOC committee as lead org auspicing funds and providing support with managing the financial processes. Kings Narrative have provided and will continue to provide office spaces for NAIDOC committee meetings and members to use for planning and organising events and meetings. They will also provide staff to support in their fields of expertise when required.

Our committee requires financial support to cover all costs associated with comprehensive Public Liability Insurance and volunteers inclusive. Having our own comprehensive PLI will allow for us to deliver our community events program.

(Limit: approx 300 words, 2,000 characters)

797 characters of 2.000 used

## Criterion 4: Delivering outcomes \*

You should demonstrate this by:

Providing evidence that the proposed activity can deliver the intended outcomes for the target community/ies or group/s.

NAIDOC week celebrations in Mparntwe have always been popular with a consistent growth in popularity over the past 10 years despite covid interruptions in recent times (with the exemption of 2021.) Mparntwe is the key hub for Aboriginal Communities across Central Australia and provides the perfect spot to host and facilitate big events. Our committee hope to see record numbers of engagement across all events run throughout the week to celebrate First Nations peoples, culture and excellence.

(Limit: approx 300 words, 2,000 characters)

495 characters of 2.000 used

# Additional Information

**OFFICIAL** 

#### Compliance \*

In the last 6 years, has any person to be involved in delivering the activity or any senior official in your organisation been the subject of any criminal proceedings (regardless of outcome) or the subject of a formal complaint by an individual or authorised entity?

0	Yes
$\tilde{\mathbf{O}}$	No

#### **Organisational Membership/Ownership**

What percentage of your organisation's owners identify as First Nations people? (Owners may include members, shareholders or equivalent)

This number must be entered as a percentage.

For example, if your organisation has 3 First Nations owners out of a total 10 owners please enter '30'.

This question is optional, however if you choose not to provide NIAA with your information, you may not receive preference when NIAA is deciding which organisations to fund (please see paragraph 8.2 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

100.00

#### Organisational Board/Management Committee

What percentage of your organisation's controlling body identify as First Nations people? (Controlling body refers to your Board of Directors, Management Committee or equivalent)

This number must be entered as a percentage.

For example, if your organisation has 3 First Nations board members out of a total 10 board members please enter '30'.

This question is optional, however if you choose not to provide NIAA with your information, you may not receive preference when NIAA is deciding which organisation it will fund (please see paragraph 8.2 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

100.00

#### Organisational Management

What percentage of your organisation's management identifies as First Nations people? (Management refers to those responsible for the day-to-day running of your organisation - e.g. CEO, operations manager, Chief Finance Officer etc.)

For example, if your organisation has 3 First Nations managers out of a total 10 managers please enter '30'.

This question is optional, however if you choose not to provide NIAA with your information, you may not receive preference when NIAA is deciding which organisation it will fund (please see paragraph 8.2 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

100.00

#### First Nations Employees

What percentage of the organisation's employees who will work on this activity are expected to be First Nations people?

For example, if your organisation has 3 First Nations employees out of a total 10 employees please enter '30'.

This question is optional, however if you choose not to provide NIAA with your information, you may not receive preference when NIAA is deciding which organisation it will fund (please see paragraph 8.2 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

100.00		

OFFICIAL

## Consortium Applications (including joint, partnership or auspice applications) \*

Does the Applicant plan to deliver the Project/Activity as the lead organisation as part of a consortium?

Yes No

If the Application is successful, the Applicant will be offered a Grant Agreement as the lead agency and held liable for all obligations contained in the Grant Agreement's Terms and Conditions. This includes monitoring, management, financial performance, service outcomes and insurance coverage.

The panel of consortium members does not enter into a Grant Agreement. The Applicant should obtain agreement prior to submitting this Application.

Further evidence of the consortium arrangements may be sought from successful Applicants prior to the signing of the Grant Agreement.

#### Subcontractor Arrangements \*

Does the Applicant plan to deliver the Project/Activity using subcontractors? No

No



If the Application is successful, the Applicant will be offered a Grant Agreement as the lead agency and held liable for all obligations contained in the Grant Agreement's Terms and Conditions. This includes monitoring, management, financial performance, service outcomes and insurance coverage.

Subcontractors do not enter into a Grant Agreement. The Applicant should obtain agreement prior to submitting this Application.

Further evidence of the subcontractor arrangements may be sought from successful Applicants prior to the signing of the Grant Agreement.

#### Other Funding \*

Will the Activity rely on any contributions other than those requested in this Application (including commercial borrowings, donations and cocontributions)?

9.			1
<u> </u>			

If Yes, provide details of other contributions which will be relied upon to complete this Activity.

10,000.00

No

Please note that you may be requested to provide letters of support or other forms of evidence before your Application is considered further in the assessment process.

Other Funding Item 1

Yes

Source of funding	(List a maximum	of 10)	*
-------------------	-----------------	--------	---

Northern Territory Government Community Grants

(Limit: approx 38 words, 250 characters)

Amount of Funding(exc GST) \*

Can this proposal proceed without this funding? \*

\$

Has funding been secured? \*

Unconfirmed

Ś

**Total funding Amount:** 

46 characters of 250 used

OFFICIAL

## Budget

Provide a breakdown of costs and funding for the project/activity period. Make sure they are eligible in scope items as set out in the Grant Opportunity Guidelines. The total cost must equal the total entered in the 'Financials Tab'. All budget figures must be GST exclusive. The Budget must be for eligible grant activities (see paragraph 5 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

You must respond to this question.

Budget Table Item 1

Budget Item *	Amour	nt *
Mparntwe NAIDOC Week Celebrations	\$	50,000.00
Total Budget Amount:	\$	50,000.00

## Privacy declaration \*

I acknowledge I have read the Privacy Collection Notice factsheet and I consent to the collection, use and disclosure of my personal information, including sensitive information regarding race and ethnic origins, for the purposes of assessing and processing my application, administering grants, compliance and detection of fraud, research, analysis and for any other purposes listed at paragraph 13.3 of the NAIDOC Local Grants - Grant Opportunity Guidelines, or where disclosure is otherwise authorised or required under the Privacy Act or other law. Where applicable, I confirm that all other parties whose personal and sensitive information is included in this application (e.g. partners, board members) have also consented to the collection, use and disclosure of this information for the same purposes.

To be eligible for this Grant Opportunity you must respond to this question

I acknowledge and consent

# Attachments

### Bank Account \*

Attach evidence of the applicant's bank account.

Kings Narrative - Bank details .pdf

### Assessment Criteria Evidence of Support

You can attach evidence of support of your assessment criteria in responses such as letters of support and research/statistics, however this is not mandatory.

NAIDOC Support Letter - Kings .pdf

### **Consortium Letters of Support**

If you are applying as the lead organisation of a consortium, you must attach letters of support from other consortium members. If multiple letters are to be submitted, scan them into one single document.



## **Applicant Contacts**

# Who is the Applicant's preferred authorised contact person for this Application?

The person must have authority to act on behalf of the Applicant in relation to this Application.

Title *	
Ms	
First Name *	Last Name *
s47F	s47F
Position *	
Chairperson	
Telephone *	Mobile
s47F	
Email address *	
naidocmparntwe@gmail.com	

## Provide an alternate authorised contact for this Application.

This person must also have authority to act on behalf of the Applicant in relation to this Application.

Title *	
Ms	
First Name *	Last Name *
s47F	s47F
Position *	Position Title *
Other	Lead Org
Telephone *	Mobile
s47F	
Email address *	
admin@kingsnarrative.com.au	



## Declaration

Do you have any conflicts of interest that may occur related to or from submitting this application? \*



#### Please read and complete the following declaration.

This Declaration must be signed by an authorised representative of the Applicant (or, if this Application is a joint/consortium Application, an authorised representative of the lead organisation). The authorised representative should be a person who is legally empowered to enter into contracts and commitments on behalf of the Applicant.

I declare that:

- The information contained in this form is true and correct.
- I have read, understood and agree to abide by the Guidelines.
- I have read, understood and agree to the Grant Terms and Conditions, should this Application be successful.
- I agree to receiving a Recipient Created Tax Invoice (RCTI) for this funding, if applicable, should this Application is successful.
- I have read, understood and agree to information provided in this Application as detailed in the Use of Information.
- If and where any personal details of a third party are included, the third party has been made aware of, and given their
  permission for those details to appear in this Application and for their personal information to be shared as detailed in the Use of
  Information.
- I give consent to the National Indigenous Australians Agency to make public the details of the Applicant and the funding received, should this Application be successful.
- I consent to receive correspondence, legal notices, grant agreements and any subsequent letters of variations to the agreement
  electronically. I understand and agree that my electronic correspondences constitute a valid and legally binding method for
  interacting under the grant agreement and the Electronic Transactions Act 1999 (Cth).



I understand and agree to the declaration above. \*

I acknowledge that giving false or misleading information to the National Indigenous Australians Agency is a serious offence under Section 137.1 of the Criminal Code Act 1995 (Cth).\*

Full name of Authorised Officer *	Position of Authorised Officer *	Date
s47F	Chairperson	17/02/2023

# Please provide an estimate of the time taken to complete this Application Form, including:

- Actual time spent reading the guidelines, instructions and guestions
- Time spent by all employees in collecting and providing the information
- Time spent completing all questions in the Application Form.

Hours	Minutes	
8	0	

A copy of receipt will be sent to: naidocmparntwe@gmail.com





## Australian Government

## National Indigenous Australians Agency

PO Box 2255 Alice Springs NT 0871

Mr s47F Director Kings Narrative Pty Ltd 2 Myrtle Court EAST SIDE NT 0870

By email s47F <u>@kingsnarrative.com.au</u> naidocmparntwe@gmail.com

Dear s47F ,

Thank you for your application for a 2023 NAIDOC Local Grants Opportunity. The National Indigenous Australians Agency (the Agency) would like to offer you funding of \$46,000.00 (GST exclusive) for the 2023 Mparntwe NAIDOC Week Events.

Please find attached to this Letter of Offer a Schedule outlining the Terms and Conditions for the grant agreement for your consideration. If you agree to the terms and conditions outlined in the Schedule, <u>please respond by email to gmualicesprings@official.niaa.gov.au</u> within 10 business days noting that you accept the offer of funding, including the Terms and Conditions in the Schedule.

This email response must come from you or another authorised officer as outlined in your grant application. Once you have done so, we will finalise the funding agreement by return email.

Upon acceptance, this Letter of Offer, the Schedule and the Terms and Conditions form the entire grant agreement between your organisation and the Agency.

As outlined in the Grant Opportunity Guidelines, there is no guarantee of funding until we have finalised the grant agreement by responding to your acceptance of the Agency's Letter of Offer and the Agency is not responsible for any of your expenditure until the grant agreement is finalised.

You must, in all publications, and in all promotional, publicity and advertising Materials or activities (including events) of any type undertaken by, or on behalf of, you relating to the Activity or the Agreement, acknowledge the financial and other support that you have received from the Commonwealth, unless we direct otherwise.

- 1 -

If you have any queries, please call 1800 079 098 or email gmualicesprings@official.niaa.gov.au

Yours sincerely

Regional Manager Delegate Central Australia National Indigenous Australian Agency

9 June 2023



#### Document 3(b) Doc 2





## Australian Government

## National Indigenous Australians Agency

Letter	of Offer -	- Schedule
--------	------------	------------

Organisation Id:	4-I2B3FM1
Program Schedule Id:	4-IP1G8MB

Item A Program Information		
Program Name	Culture and Capability	
Program Objectives	The objectives of this Activity are to celebrate the histories, cultures and achievements of First Nations people through a NAIDOC Week Activity. The Activity must be in line with the 2023 NAIDOC Week Theme, ' <i>For our Elders</i> '.	

Item B Your Information	
Organisation Name	Kings Narrative Pty Ltd
ABN	51 652 586 242

Item C Grant Information				
Total Grant amount	Grant Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)	
	\$46,000.00	\$4,600.00	\$50,600.00	
Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties.				
Your Bank Account BSB Number				
Details	Account Number	s47(	フ	
	Account Name			

Activity Name	Celebrating Our Elders	
Activity Start Date	1 July 2023	
Activity End Date	31 July 2023	
Activity Details (what you must do)	Funding is provided to undertake the Activity according to the requirements outlined in the Grant Opportunity Guidelines and the approved application, or as agreed in writing with the Commonwealth in circumstances where an unanticipated event means the Activity cannot be held as originally approved (for example, local impacts relating to COVID-19, a natural disaster, or Sorry Business). The intended outcomes of this Activity are to:	
	<ul> <li>contribute to the maintenance and strengthening of First Nations' cultural expression and conservation, including recognition of Australia's shared history and valuable First Nations heritage</li> </ul>	
	<ul> <li>support activities that increase the participation of First Nations people in Australian society through healing and improved individual, community and organisational capability and leadership, and/or</li> </ul>	
	<ul> <li>promote the unique place First Nations people and their cultures have in Australian society.</li> </ul>	
	Where the event may present COVID-19 risk, for example if this is a face-to-face event, the Grantee must deliver the Activity in compliance with all COVID-19 advice and guidance issued by the Commonwealth Department of Health and Aged Care and/or relevant State and Territory agencies which are applicable to the Activity.	
	For the NAIDOC Week Activity grants the National Indigenous Australians Agency (the Agency) will select a sample of around 10% of Grantees to acquit/report on how they have spent the money. The Grantee will not have to acquit/report on the funds they received unless the Agency requests them to do so. If asked, the Grantee will be required to provide a Financial Declaration. A Financial Declaration is a certification from the Grantee stating that funds were spent for the purpose provided as outlined in the Grant Agreement and in which the Grantee is required to declare unspent funds. The Financial Declaration must be certified by the Board, the Chief Executive Officer or an officer with the authority to verify the Grantee has spent the funds in accordance with the Grant Agreement.	

Item E Location information You have advised that all or part of the Activity will be delivered from the location(s) specified below		
Location Type	Name	Address
Direct Funded	Desert Knowledge Precinct Alice Springs	Access Road Alice Springs NT 0870

Item F Deliverables		
Description of Deliverable	Due Date	
Acquittal Documentation	The Commonwealth may request receipts and/or a statutory declaration to account for the expenditure of the Grant at any time up to five years after the Agreement completion date.	

Item G Agreement completion date	30 November 2023
----------------------------------	------------------

Item H Party Representatives and Address for Notices		
Commonwealth's Representative and Address		
Name of Representative	s47F	
Position	Senior Agreement Manager	
Postal/Physical Address	PO Box 2255 Alice Springs NT 0871	
Business Telephone	1800 079 098	
Email	gmualicesprings@official.niaa.gov.au	
Grantee's Representative and Address		
Name of Representative	s47F	
Position	Chairperson	
Postal/Physical Address	2 Myrtle Court EAST SIDE NT 0870	
Business Telephone	s47F	
E-mail	naidocmparntwe@gmail.com	

## Letter of Offer Grant Agreement – Terms and Conditions

#### 1. Payment and Australian Business Number

- 1.1 The Grant will be paid into the bank account specified in Item C of the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> (**'ABN'**) or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

#### 2. **GST**

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement, you agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms '**GST**', '**Recipient Created Tax Invoice**', '**Taxable Supplies**' and '**Tax Invoice**' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

#### 3. Spending the Grant

- 3.1 The term '**Activity**' means all activities and tasks specified in the Schedule.
- 3.2 You agree to spend the Grant for the purpose of undertaking the Activity only.
- 3.3 You agree to provide a statement signed by you verifying the Grant was spent in accordance with the Grant Details.

#### 4. **Privacy**

4.1 You agree, in conducting the Activity:

- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
- (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in clause 4.1(a); and
- (c) you must notify us in writing of any breach or possible breach of this clause 4.

#### 5. Indemnity

5.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

#### 6. Termination

- 6.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 6.2 We can immediately terminate or reduce the scope of the Agreement by giving you a written notice if any of the following occur:



<sup>&</sup>lt;sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>&</sup>lt;sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.

- (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or
- (b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may affect, your ability to perform the Activity or meet your obligations under the Agreement.

#### 7. Reporting and Record Keeping

- 7.1 You must provide the reports (if any) set out at Item F of the Schedule.
- 7.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 7.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
  - (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.

You must comply with a request made under clause 7.3 within the timeframe specified in the request otherwise we may require you to repay the Grant within twenty (20) Business Days of us giving you notice to do so.

- 7.4 Where the report specified at Item F of the Schedule is a financial declaration, you must:
  - (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 7.5 Where the report specified at Item F of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
  - (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
- 7.6 complies with the applicable Australian Accounting Standards<sup>3</sup>.Any financial report or declaration must be certified by:
  - (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 7.7 You acknowledge that giving false or misleading information to the Agency is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

<sup>&</sup>lt;sup>3</sup> Refer Australian Accounting Standards Board <u>www.aasb.gov.au</u>

#### 8. Repaying the Grant

- 8.1 You must repay the Grant (or the relevant part of it) to us in any of the circumstances set out below:
  - (a) we overpay you; or
  - (b) we pay you an amount that you incorrectly claim; or
  - (c) an amount of the Grant is unspent at the Agreement completion date; or
  - (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
  - (e) you spend an amount other than in accordance with the Agreement.
- 8.2 If you must repay an amount under clause 8.1:
  - (a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
  - (b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the *Taxation Administration Act 1953* (Cth) on a daily compounding basis); and
  - (c) we may recover the amount and any interest as a debt due to the Commonwealth.
- 8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

#### 9. Complaints

9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.

#### 10. Intellectual Property

- 10.1 You own the Intellectual Property Rights in Material created undertaking the Activity.
- 10.2 You give the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.
- 10.3 The licence in clause 10.2 does not apply to Activity Material.
- 10.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
- 10.5 In this clause 10, these terms have the following meaning:
  - (a) **'Activity Material**' means any Material, other than Reporting Material, created or developed by you as a result of the Activity;
  - (b) **'Commonwealth Purposes'** does not include commercialisation or the provision of the any Material to a third party for its commercial use;
  - (c) **'Existing Material'** means material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material;
  - (d) '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* (Cth));
  - (e) '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; and

OFFICIAL

(f) **'Reporting Material**' means all Material you are required to provide us for reporting purposes as specified in Item H of the Schedule.

	specified in item in or the Schedule.		
11.	Insurance		
11.1	You agree to maintain adequate insurance for the duration of this Agreement and provide us with proof when requested.		
12.	Confidentiality		
12.1	Both parties agree not to disclose each other's confidential information without prior written consent, unless required by or authorised by law or Parliament.		
13.	Dispute Resolution		
13.1	The parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.		
13.2	The parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.		
13.3	The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.		
14.	Working with Vulnerable Persons and police and criminal history checks policy		
14.1	Before engaging or deploying any person (whether an officer, employee, contractor, subcontractor, volunteer or in any other capacity) in relation to any part of an Activity that may involve contact with a Vulnerable Person, you must:		
	<ul> <li>(a) confirm that no Commonwealth, State or Territory law prohibits the person from being engaged in a capacity where they may have contact with a Vulnerable Person; and</li> <li>(b) comply with all other legal requirements of the place where the Activity, or part of the Activity, is being conducted in relation to engaging or deploying persons in a capacity where they may have contact with Vulnerable Persons.</li> </ul>		
14.2	You must in relation to an Activity:		
	(a) ensure compliance with all legal requirements in accordance with clause 14.1(b) remain current;		
	(b) immediately notify us if any person engaged or deployed that has or may have contact with a Vulnerable Person is prohibited from having contact with a Vulnerable Person under the relevant state/territory legislation as it pertains to working with vulnerable people including children, and you must immediately ensure the person is no longer so engaged or deployed;		
14.3	You must report to us:		
	(a) on any other matter relating to your work with Vulnerable People upon request by us.		
14.4	In this clause 14, 'Vulnerable Person' means:		
	(a) a child, being 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 against harm or exploitation by reason of age, illness, trauma or disability, or any other reason.		
15.	COVID-19 pandemic		
15.1	Both parties acknowledge that the COVID-19 global pandemic represents a risk to the delivery of the Activity and agree to work together to address and resolve any impacts to delivery where possible.		
15.2	You must deliver the Activity in compliance with all COVID-19 advice and guidance issued by the Commonwealth Department of Health and relevant State and Territory agencies which are applicable to the Activity.		
15 3	If you cannot deliver the Activity in accordance with this Agreement due to an outbreak of COVID 19 or an		

15.3 If you cannot deliver the Activity in accordance with this Agreement due to an outbreak of COVID-19 or an elevated risk of contracting COVID-19, you must repay the Grant under clause 8.1, unless otherwise agreed in writing by the Commonwealth.

- 9 -

#### 16. Funding acknowledgement

Activity or otherwise required under this Agreement.

- 16.1 You must, in all publications, and in all promotional, publicity and advertising Materials or activities (including events) of any type undertaken by, or on behalf of, you relating to the Activity or this Agreement, acknowledge the financial and other support that you have received from the Commonwealth, unless we direct otherwise.
- 16.2 In complying with clause 16.1, you must use any form of acknowledgement that we reasonably specify.

# 17. Notices 17.1 The parties agree to notify the other party of anything reasonably likely to affect the performance of the

17.2 A notice under this Agreement must be in writing, signed by the party giving notice and addressed to the other party's representative as set out in Item H of the Schedule.

**OFFICIAL** 

#### s47F

Director KINGS NARRATIVE PTY LTD s47F@kingsnarrative.com.au

Dear Tyson

#### ACQUITTAL ADVICE

I am writing to advise you of the acquittal outcome outlined in the table below.

An analysis of the financial acquittal documentation has been carried out to determine if the funding objectives have been achieved and that all funds have been accounted for in accordance with your Grant Agreement.

Activity ID	4-IP1G8MF	
Project Title	Celebrating Our Elders	
Programme	1.4 - Culture and Capability – NAIDOC Grants	
Acquittal Period	1/07/2023 to 31/07/2023	

Financial Acquittal Details	Amount
Funding released for year	\$46,000.00
Prior year funds carried over	\$0.00
Prior year funds with offset carried over	\$0.00
Prior year overspend carried over	\$0.00
Activity generated income - interest	\$0.00
Activity generated income - other than interest	\$0.00
Total Value of Funds Acquitted for period ending 31/07/2023	\$46,000.00
Actual Approved Expenditure	\$55,148.12
Acquittal Balance	-\$9,148.12
(Positive Value if Underspend, Negative Value if Overspend)	

Outcome	Comments (if applicable)	Approved Amount (ex GST)
Overspend - to be absorbed by grant		-\$9,148.12
recipient		

Although we have acquitted funds we may still seek return of those funds or pursue other remedies if it is later discovered that the funds were not used in accordance with your Grant Agreement.

Should you have any queries in regard to the above please do not hesitate to contact S47F by email on s47F @official.niaa.gov.au.



Yours sincerely

s47F GMU Central | Grants Management Unit | Grants and Finance National Indigenous Australians Agency

5/06/2024





Australian Government

National Indigenous Australians Agency



# 2023 NAIDOC Local Grants Opportunity

Submission Reference: Y6YSQA2

# **Application Information**

The objectives of the program are to promote:

- The expression, engagement and conservation of First Nations' cultures
- First Nations peoples' participation in the social and economic life of Australia, and
- Broader understanding and acceptance of the unique place of First Nations' cultures in Australian society.

The intended outcomes of the program are to:

- Contribute to the maintenance and strengthening of First Nations peoples' cultural expression and conservation, including recognition of Australia's shared history and valuable First Nations' heritage
- Support activities that increase the participation of First Nations peoples' in Australian society through healing and improved individual, community and organisational capability and leadership, and
- Promote the unique place First Nations people and their cultures have in Australian society.

For information about how the National Indigenous Australians Agency (NIAA) manages personal information in the administration of its grants, please see the Grants and Funding page of the NIAA website - https://www.niaa.gov.au/indigenous-affairs/grants-and-funding. General information about the NIAA's privacy policies is also included below.

# Grant Round Administration

This grant round is being administered by the National Indigenous Australians Agency.



# Closing Date/Time

#### Closing Time: 9:00pm Australian Eastern Daylight Time (AEDT) Friday 17 February 2023

Please note that the submission period for this grant round has closed. You are still able to submit this form, however it will be considered a late application.

You must provide a detailed explanation of the circumstances that prevented the application being submitted prior to the closing time in the text box below. Where appropriate, supporting evidence can be provided to verify the claim of exceptional circumstances.

Exceptional circumstances are events characterised by one or more of the following:

- Reasonably unforeseeable
- Beyond the applicant's control
- Unable to be managed or resolved within the application period.

Exceptional circumstances will be considered on their merits, in accordance with the Grant Opportunity Guidelines and Late Application Policy. Late applications which do not meet the requirements for exceptional circumstances will not proceed to assessment.

Contact via phone on 1800079098 or via email NAIDOCgrants@niaa.gov.au <sup>D</sup> for any questions regarding this Application process.

Details \*

I apologise for the delay. I have been off work with COVID19 and as I am responsible for grant applications this one slipped off my radar. This is a really worthwhile project and it would be terrible not to be considered. So much to celebrate.

(Limit: approx 300 words, 2,000 characters)

246 characters of 2,000 used

If you have any supporting documentation on your extenuating circumstances then you may attach here. Please note that this is not mandatory and is limited to one attachment only.



## Making Sure Your Application is Saved

Upon exiting the form please ensure that you use the 'Save and Close' button. The 'Continue' button should only be used as you intend to progress through the form. For your Application to be saved when exiting, you will need to click on:

- 'Save and Close', and
- 'Confirm'.

You will know that your application is saved when you are taken from the current form process to the 'Form Saved' page.

Note that the 'Save and Close' button will ask that you 'Confirm' that you wish to save the Application, which you must do to complete the save process. If this is not done, your Application will not be saved.

You can return to your Application with the data saved using the link on the 'Form Saved' page that says 'Click here to return to your form' and confirming your submission reference ID details.

## Grant Opportunity Documents

Read all information in the Grant Opportunity Documents before completing this Application Form. The Grant Opportunity Documents are available on the https://www.grants.gov.au/  $\Box$  and https://www.niaa.gov.au/indigenous-affairs/grants-and-funding/  $\Box$  websites. Applications will be assessed using the process outlined in the Guidelines.

# **Application Help**

Information about the Application process is available on the https://www.grants.gov.au/ and https://www.niaa.gov.au/indigenous-affairs/grants-and-funding/ websites.

Applicants must submit any questions relating to the Program or this Application process in writing to NAIDOCgrants@niaa.gov.au  $\Box$ . Applicants may submit these questions up until five business days prior to the Closing Time and Date. A response will be provided within five business days.

Applicants may direct any general enquiries, requests for technical help or support in using and/or submitting the Application Form by:

- Phone 1800079098
- Email to NAIDOCgrants@niaa.gov.au



# Attachment Limits

This Application Form allows users to attach files to support their application. You must provide an attachment where indicated. Use the 'Upload File' button to select your file from a local drive.

Accepted file types: .bmp, .doc, .docx, .gif, .jpeg, .jpg, .msg, .pdf, .png, .pps, .ppt, .ptx, .txt, .xls, .xlsb, .xlsx.

Note: There is a 2048.0KB limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

## Sharing this Form

More than one person should not access this form at the same time. If this is done there is a risk that information entered in the form may be lost and not transferred upon submission. If you wish to share this form and access details, please ensure that only one user edits the form at any given time.

To avoid any issues with your submission, ensure each contributor has completed their updates, saved their changes and exited the form prior to another person accessing the same form.

# Submission Reference ID

Each Application Form is allocated a unique Submission Reference ID. Each time this Application is accessed you will be required to use this Submission Reference ID.

# Submitting Application Form

Once you have completed this Application Form, you must submit it electronically by using the submission section at the end of this form.

Please note: there may be short, scheduled outages to systems as part of regular information technology maintenance that may affect submission of this form. Notification of these outages will be on the website.

Following submission, a message with your Submission Reference ID will appear on your screen and you will be provided a PDF receipt of your submission via email you are also able to send a receipt to an additional email address of your choosing. Please save this email receipt for future reference and use it is all correspondence about this application.

Note: Applications will be assessed using the process outlined in the Grant Opportunity Documents. Applicants will be notified of the grant funding outcome on completion of the assessment process.



# National Relay Service (NRS)

The National Indigenous Australians Agency uses the NRS to ensure our contact numbers are accessible to people who are deaf or have a hearing or speech impairment. Please phone 133677 to access the NRS.

# Australian Tax Office Reporting

The National Indigenous Australians Agency will need to report details of payments made to the Australian Taxation Office (ATO) as part of the taxable reporting obligations for government entities.

In general terms, the types of payments to be reported to the ATO are:

- Payments made for grants to entities with an Australian Business Number (ABN)
- Payments made for services.

If you receive a payment from the Department that meets the ATO criteria, it will be reported to the ATO as part of the Taxable payments annual report.

Further information is available on the Australian Taxation Office <sup>III</sup> website.

## Privacy

The National Indigenous Australians Agency, supported by the Community Grants Hub, uses an integrated Smartform service assisted by the Department of Industry, Science and Resources on www.business.gov.au

If you are providing information to access a non-Department of Industry, Science and Resources program, that information will not be accessed by Department of Industry, Science and Resources employees. The only exception to this is where Senior Analysts within the Department of Industry, Science and Resources require access to your information for the sole purpose of troubleshooting technical errors. Where this occurs Senior Analysts will only access the data with permission and at the request of client agencies.

The National Indigenous Australians Agency, supported by the Community Grants Hub, will be able to access the Application as part of the form support services.

By submitting the Application you acknowledge that the information provided in the Application may be shared with other Commonwealth and law enforcement agencies for the prevention and detection of fraud.

For more information about how the Department of Industry, Science and Resources protects your privacy and personal information, please see the Department of Industry, Science and Resources' Privacy Policy . The Community Grants Hub Privacy Policy and WCaG Accessibility Information and the National Indigenous Australians Agency Privacy Policy should also be read and understood.



# Use of Information

Your Submission Reference is:

Y6YSQA2

Please send yourself a link to this saved form by entering your email address below. This email will detail your Submission Reference, the date and time this application process will close, and a link to access your saved form.

If you have any questions relating to this Application phone 1800079098 or email NAIDOCgrants@niaa.gov.au

Your email address *			
manager@djambana.org.au			
Confirm your email address *			
manager@djambana.org.au			

#### **Use of Information**

The National Indigenous Australians Agency may use the information, other than personal information, provided in this Application Form to assist it to:

- Comply with the Australian Government requirement to publish the details of all grant recipients on the GrantConnect website
- Inform staff negotiating and establishing Grant Agreements of risks and issues that need to be addressed in the Grant Agreement for that program
- Inform future assessments for Applications.

All information including personal information provided in this Application may be shared with other Commonwealth and law enforcement agencies for the purpose of preventing and detecting fraud. This includes personal information of any third party provided in this Application.

You can only apply if you agree to the use of the information you provide in this form for the purposes listed above.

Check this box if you agree to the use of the information you provide in this Application Form.



# **Existing Grant Recipient**

### Is the Applicant an existing Grant Recipient? \*



No No

# **Applicant Details**

FOI/2324/041

## Are you applying as a Trustee on behalf of a Trust? \*

1	7	Yes
6	J	

No No

No

# Does the Organisation have an Australian Business Number (ABN)? \*

-	11	
	Yes	
•		

Enter the Organisation's ABN into the Australian Business Number (ABN) field and click the Validate ABN button to retrieve your registration details.

ABN \*

38 965 604 576

Enter the ABN Branch Number relevant to the Organisation's ABN, if applicable. This is limited to 3 digits.

ABN Branch Number

Note: If the details displayed are out of date or incorrect, please update them now via the Australian Business Register website <sup>[]</sup> then re-enter and validate the ABN.

Australian Company Number (ACN) / Australian Registered Body Number (ARBN)

Legal/registered entity name \*

NAIRM MARR DJAMBANA

If you have Business Names registered, you can select the relevant Business Name. If you have not registered your Business Name, you can either select "Same as Legal Entity" or "Other" in the "registered business name" field. If "Other" is selected, you will be asked to provide the Organisation's registered business name in another field that will become available.

Business name of the Organisation \*

Other

Provide the Organisation's registered business name \*

NAIRM MARR DJAMBANA INC

Date of Registration

01 Sep 2011

Australian Business Register (ABR) provided Entity Type

Other	Incorporated	Entity
-------	--------------	--------

State

VIC

Postcode

3199

GST Registered - Checkbox is ticked if the Organisation is GST Registered.



Registered as Charity - Checkbox is ticked if the Organisation is registered as a charity with the Australian Charities and Notfor-profit Commission (ACNC).

OFFICIAL

Does the Organisation have any of the following types of Incorporation Number: Australian Company Number (ACN), Australian Registered Business Number (ARBN), Registration Number, Indigenous Corporation Number (ICN), Incorporated Association Number (IAN)? \*

Note:

An ACN (Australian Company Number) is a nine-digit number issued by the Australian Securities and Investments Commission (ASIC). It is a unique identifier purely for companies incorporated under the Corporations Act 2001 of the Commonwealth.

An ARBN (Australian Registered Body Number) is a nine-digit number issued by the Australian Securities and Investments Commission (ASIC). Some organisations can only conduct business in their 'home' state or territory. By becoming a registered Australian body, these organisations can trade throughout all states and territories within Australia.

A Registration Number is a form of Incorporation Number for a Cooperative that has been established and/or registered under the relevant legislation in the State or Territory in which they were formed.

An ICN (Indigenous Corporation Number) is a number issued by the Office of the Registrar of Indigenous Corporations under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 – CATSI Act.

An IAN (Incorporated Association Number) is a number given to an Incorporated Association that has been incorporated or registered under the relevant incorporated associations legislation in the State or Territory in which they were formed.



# What is the registered business address and main contact details of the Applicant?

The business address must be completed in full and not be a PO Box. For example: Level 1 Main Building 220 Business Street Canberra City ACT 2601.

Note: the address fields accept the characters of A to Z, 0 to 9, ()., '-/, all other characters including carriage returns are not accepted.

Please note that if an Applicant selects 'Unable to validate' following an initial failed validation attempt, the Department will use this non-validated address for correspondence.

Floor / Building; Unit; Apartment

Street	number,	name	and	type	٠
--------	---------	------	-----	------	---

32 Nursery Avenu	e		
Suburb/Town *	State *	Postcode *	0
FRANKSTON	VIC	3199	Address Validated
Unable to va Main Telephone *	alidate		
0397831521			
Main email address	•		
admin@djambana	a.org.au		
Web address			
www.djambana.or	g.au		



## What is the postal address of the Applicant?

The postal address must be completed in full. For example: Level 1 Main Building 220 Business Street Canberra City ACT 2601. Note: the address fields accept the characters of A to Z, 0 to 9, ()., '-/, all other characters including carriage returns are not accepted.

Same as business address above

What is the Applicant's financial email address for the receipt of National Indigenous Australians Agency payment advice should the Application be successful? \*

manager@djambana.org.au

Does the Applicant operate as not-for-profit? \*



# **Eligibility Requirements**

What is the Applicant's entity type?

Incorporated Association

Is the Applicant able to provide documentation to support the entity type?



O No

Please provide your supporting documentation. \*

certificate of organisation .docx

# Permanent resident of Australia?

If you are applying as a Person (Individual), you must be a permanent resident of Australia to apply for this grant opportunity. Confirm that you are a permanent resident of Australia.

Yes - I confirm I am a permanent resident of Australia

No - I am not a permanent resident of Australia (please note: you are not eligible to apply)

N/A - not applying as an entity type of "Person"

FOI/2324/041

OFFICIAL

### Commonwealth agreement compliance \*

Do you have any outstanding compliance issues with Commonwealth agreements?

If yes, are you working towards rectifying any issues?

Applicants are required to advise NIAA if they have outstanding compliance issues with Commonwealth agreements. If an applicant has outstanding compliance issues, an applicant may be ineligible if unresolved or not in the process of rectifying at the time of application.



# Child safety statement \*

Can you confirm that, having made diligent inquiries, you have reasonable grounds to believe that the organisation itself, and staff working with children on behalf of your organisation in relation to the project or activity:

- Comply with relevant legislation relating to requirements for working with children in the jurisdiction in which the projects or activities are delivered.
- Have complied with relevant legislation in their jurisdictions relating to mandatory reporting of suspected child abuse and neglect as required or otherwise defined by state or territory legislation.



Yes - I can confirm

No - I cannot confirm

N/A - the project does not provide services directly to, or involve contact with children

## Working with vulnerable persons \*

If your project or activity involves working with vulnerable persons, do you or your staff have the appropriate qualifications and/or working with vulnerable persons checks to deliver the project or activity you are applying for?

It is the responsibility of your organisation to ensure that anyone working directly with vulnerable people has appropriate qualifications and registrations under relevant state or territory legislation.



N/A - the activity does not involve vulnerable persons

# Governance



# **Relevant Persons \***

Has any senior official or person to be involved in delivering the project or activity been involved in any of the following events in the last 5 years?

You must tick at least one of the boxes below.

You may be contacted to provide more information and documentation in relation to these events.

$\left[ \right]$	
Ē	F

or

Governance Investigation of relevant person(s).

Any business failure of relevant person(s) including business failure of entities in which they hold, or held at the time of the event, a management or board position. Examples of a business failure include a Court Ordered or a Creditors Voluntary Administration Liquidation, External Administration, or Receivership.

Bankruptcies of relevant person(s).

Bankruptcy proceedings, including part IX Debt Agreements or Part X Insolvency Agreements, against relevant person(s).

Litigation against relevant person(s) including judgement debts.

None of the above apply and there is no adverse information on any relevant person associate with this entity.

# **Reportable Events \***

Select the appropriate box(es) that relate to any events to which your entity may have been subjected in the last 5 years.

You must tick at least one of the boxes below.

You may be contacted to provide more information and documentation in relation to these events.

Governance Investigation of your organisation or related entities.

Litigation or liquidation proceedings.

A contract with your entity terminated by the other party.

Contingent liabilities of a material amount.

Overdue tax liabilities.

Factors which might impact on your entity. For example, pending significant litigation, business commitments, collections by debt collection agencies on behalf of creditors, or potential liquidation proceedings.

Any significant change in your entitys financial position not reflected in the financial statements provided.

Any other particulars which are likely to adversely affect your capacity to undertake this project.

None of the above events apply and there is no adverse information on my entity.



# Does the Applicant have the following documents?

Note: You may be required to provide copies of the above documentation within 7 days upon request.

1. Documented organisational and financial policies and procedures. \*

Yes	O No
2. Business plan ar	nd/or strategic plan. *
Yes	O No
3. Risk manageme	nt plan. *
Yes	O No

# Project/Activity Details

Provide a short title of your Application for this Project/Activity.

Honoring our Elders Community Walk

(Limit: approx 38 words, 250 characters)

34 characters of 250 used

# Provide a brief description of your project or the services to be delivered and how it will contribute to the objectives outlined in the Grant Opportunity Guidelines.

Nairm Marr Djambana Aboriginal community, stakeholders and Schools will be doing a 2 km walk "for our Elders". We will walk from the Local Council Office to Nairm Marr Djambana celebrating our Elders and Culture. It will be a celebration walk rather than a protest walk. Our Elders will be transported in open cars and we will have police manage traffic. Our proposed activity will:

Align with the National NAIDOC theme for 2023, "for our elders." Contribute to the promotion of First Nations' cultures and participation in the social and economic life of Australia. Foster broader understanding and acceptance of the unique place of First Nations' cultures in Australian society. Provide an opportunity for cross-cultural collaboration and community engagement. Flag Raising - Welcome to Country and artists Celebrate and honour the contributions of our elders to our communities. Engage a diverse range of community members, including local schools, organisations, and government officials.

(Limit: approx 150 words, 1,000 characters)

997 characters of 1,000 used

# In which service area/s is the Applicant proposing to deliver the Project/Activity? \*

#### Instructions:

- The Service Area Type field below indicates the service areas relevant to this grant opportunity.
- If applicable, choose the relevant state/territory to view the available service areas.
- Tick the applicable service area/s where you are proposing to deliver this project/activity.
- Untick the selected service area/s to remove selection.

#### **IMPORTANT NOTE:**

You may only select 40 service areas per form. If you wish to apply for more services areas, a separate form/s will need to be completed.

#### Selected service area/s \*

Frankston - East, VIC

# Proposal Start Date \*

What is the planned start date for the proposal?

03 Jul 2023

## **Proposal End Date \***

What is the planned end date for the proposal?

03 Jul 2023



## **Delivery Location**

In which location will the proposed project or activity be delivered?

If multiple locations, please only identify one main location where NAIDOC project or activity will be delivered.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, (), . '& - /\@, other characters and formatting are not accepted.

Location Name *			
Nairm Marr Djam	bana		
Floor / Building; Unit	; Apartment		
Street number, name	e and type *		
32 Nursery Avenue	9		
Suburb/Town *	State *	Postcode *	
FRANKSTON	VIC	3199	
No record found. Ple	ase select 'Unable to	o validate' if the address cannot be verified.	
	lidate		

# Face to Face events - Social Distancing and COVID-19 \*

Does your project or activity require face-to-face delivery or is it likely to result in a public gathering? If yes, please outline how you will ensure the project or activity will meet government advice and regulations for managing the risks associated with COVID-19, including social distancing requirements.

<u>Note:</u> Projects or activities must be delivered in alignment with relevant government and health advice to limit the risk of transmission of COVID-19, particularly with respect to protecting Elders and those with chronic health issues. Before commencing a project or activity, it is your responsibility to develop a COVID-19 Risk Management Plan. The Risk Management Plan should include any potential risks associated with the delivery of a project or activity, and identify the strategies that you will put in place to minimise those risks. Upon request, you may be required to provide evidence that you have a COVID-19 Risk Management Plan in place.



Provide your response. \*

Nairm Marr Djambana Inc is an Aboriginal Community Organisation and as a result has a excellent COVID19 plan. Protection and safety of our community is paramount. The walk for our Elders will be held outdoors. We will provide ppe including masks for all community members. We will also have the local Aboriginal Health Clinic - First Peoples Health and wellbeing. We are providing large open side marquees for our elders. We will work closely with First Peoples Health and Wellbeing to modify our Covid19 risk management plan for this activity. Nairm Marr Djambana is a provider under the Integrated Team Care program (medical transportation for our Chronically ill community members - we take risk management seriously.

(Limit: approx 300 words, 2,000 characters)

729 characters of 2,000 used

# **Financials**

# Provide a breakdown of the requested grant funding for each previously selected service area/s. \*

Frankston - East, VIC 2022-2023 (exc GST) \* 50.000.00 \$ Total funding \$ 50,000.00 Approx. % of Total 100 Summary 2022-2023 Total \$ 50,000.00 Total funding \$ 50,000.00

# Provide bank account details for receipt of grant payments should the Application be successful.

You must respond to this question.

Bank account details for the receipt of payments:

- BSB Number: Enter the BSB number for the Applicant's nominated bank account. Must be 6 digits only. Do not enter spaces or other characters.
- Account Number: Enter the account number for the Applicant's nominated bank account. Must be 2 to 9 digits only. Do not enter spaces or other characters.
- Account Name: Enter the account name for the Applicant's nominated bank account. The account name should be as it appears
  on the bank statement. 60 character limit. The character count includes letters, numbers, spaces, paragraph marks, bullet
  points etc. NOTE: This field accepts the characters of A to Z, 0 to 9, ()., '&-/\@, all other characters including carriage
  returns are not accepted.

BSB number *	Account number *	
s47G	s47G	
Account Name *		
s47G		

# Assessment Criteria

# Criterion 1: Need and community involvement \*

You should demonstrate this by identifying how the project or activity:

- Aligns to the 2023 National NAIDOC Week theme: 'For our Elders', and
- Supports the Australian Government's commitment to celebrate, support, and raise awareness of First Nations' cultures and histories within the wider community.

Our proposed activity aims to:	
Celebrate our elders, who are an integral part of our communities. Promote First Nations' cultures and participation in the social and economic life of Australia. Foster broader understanding and acceptance of the unique place of First Nations' cultures in Australian society. Who Will Participate:	
Our proposed activity will involve:	
Aboriginal and Torres Strait Islander Community Members. Local schools, organisations, State and Federal government officials, and local government councillors and workers Aboriginal performers - singers and dancers.	
Collaborating Organisations:	
We will collaborate with the following Aboriginal organisations to organise the event:	
Living Culture Our Songlines Baluk Arts Kaptify JaJa Treats First Peoples Health and Wellbeing	
Limit: approx 300 words, 2,000 characters)	800 characters of 2,000 used

# Criterion 2: Cultural competence \*

You should demonstrate this by:

• Explaining your capacity to deliver quality, culturally competent projects or activities for the target community/ies or group/s.

Nairm Marr Djambana has delivered a number of large events for the Aboriginal Community living in Frankston/Mornington Peninsula and surrounding areas. Each year we gather sponsorship for the regional NAIDOC dinner dance in which we host 450 community members. Last year we held the Police NAIDOC awards and catered for 350 police and community. Our Family NAIDOC events also attract around 250 community members.

This year is special and we will be holding this inaugural event. During NAIDOC week we will also be launching a book which has a collection of stories from our Elders. Along the walk we will also be displaying light pillars featuring Aboriginal Art (displayed at the Frankston Arts Centre - along the walk.

(Limit: approx 300 words, 2,000 characters)

726 characters of 2,000 used



# Criterion 3: Organisational capability \*

You should demonstrate this by describing how:

- Your resources and capability will support you to deliver high quality projects or activities, and
- The risks associated with the proposed activity, including work, health and safety risks, will be managed.

As Nairm Marr Djambana, we plan to manage our NAIDOC week event by taking the following steps:

Event Management Plan: We will develop a comprehensive event management plan that outlines the logistics, schedule, and roles and responsibilities of all stakeholders involved in the event. This plan will cover all aspects of the event, including venue, catering, entertainment, transportation, and security. We will use a template or seek assistance from a professional event management company to create a comprehensive plan.

Risk Management Plan: We will develop a risk management plan that identifies and addresses potential risks associated with the event. This plan will include strategies to mitigate risks and contingency plans in case of emergencies. It is important to us to involve all stakeholders in the development of this plan to ensure that all potential risks are identified and addressed.

Budget Management Plan: We will develop a budget management plan that outlines the expected costs of the event and how these costs will be managed. This plan will include a detailed breakdown of all costs associated with the event, including staffing, venue hire, catering, entertainment, and marketing. We will also outline how we plan to monitor and control costs to ensure that the event stays within budget.

Communication Plan: We will develop a communication plan that outlines how we will communicate with all stakeholders involved in the event. This plan will include regular updates on event progress, changes to the event schedule, and any other important information that stakeholders need to know. We will use a range of communication channels, including email, social media, and newsletters, to keep stakeholders informed.

Evaluation Plan: We will develop an evaluation plan that outlines how we will measure the success of the event. This plan will include metrics that relate to the objectives of the event, such as attendance numbers, participant feedback, and media coverage

(Limit: approx 300 words, 2,000 characters)

1,997 characters of 2,000 used



## Criterion 4: Delivering outcomes \*

You should demonstrate this by:

Providing evidence that the proposed activity can deliver the intended outcomes for the target community/ies or group/s.

To demonstrate that our proposed activity can deliver the intended outcomes for our target community, we plan to:

Conduct a community needs analysis: Prior to planning our event, we will conduct a community needs analysis to identify the specific needs and interests of our target community. We will seek input from a range of stakeholders, including elders, community members, local schools, and government officials, to ensure that our event is relevant and meets their needs.

Monitor and evaluate outcomes: We will monitor and evaluate the outcomes of our event by collecting data on attendance, participant feedback, and media coverage. This will help us to measure the success of the event and identify areas for improvement for future events.

Report on outcomes: We will report on the outcomes of our event to the grant providers and stakeholders involved in the event. This report will include an analysis of the data collected, as well as recommendations for future events.

Overall, we believe that by conducting a community needs analysis, developing SMART objectives, monitoring and evaluating outcomes, and reporting on outcomes, we can demonstrate that our proposed activity can deliver the intended outcomes for our target community.

(Limit: approx 300 words, 2,000 characters)

1,251 characters of 2,000 used

# Additional Information

### Compliance \*

In the last 6 years, has any person to be involved in delivering the activity or any senior official in your organisation been the subject of any criminal proceedings (regardless of outcome) or the subject of a formal complaint by an individual or authorised entity?



## **Organisational Membership/Ownership**

What percentage of your organisation's owners identify as First Nations people? (Owners may include members, shareholders or equivalent)

This number must be entered as a percentage.

For example, if your organisation has 3 First Nations owners out of a total 10 owners please enter '30'.

This question is optional, however if you choose not to provide NIAA with your information, you may not receive preference when NIAA is deciding which organisations to fund (please see paragraph 8.2 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

70.00

FOI/2324/041

OFFICIAL

## **Organisational Board/Management Committee**

What percentage of your organisation's controlling body identify as First Nations people? (Controlling body refers to your Board of Directors, Management Committee or equivalent)

This number must be entered as a percentage.

For example, if your organisation has 3 First Nations board members out of a total 10 board members please enter '30'.

This question is optional, however if you choose not to provide NIAA with your information, you may not receive preference when NIAA is deciding which organisation it will fund (please see paragraph 8.2 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

 00	.00
( )( )	()()
00	.00

# **Organisational Management**

What percentage of your organisation's management identifies as First Nations people? (Management refers to those responsible for the day-to-day running of your organisation - e.g. CEO, operations manager, Chief Finance Officer etc.)

For example, if your organisation has 3 First Nations managers out of a total 10 managers please enter '30'.

This question is optional, however if you choose not to provide NIAA with your information, you may not receive preference when NIAA is deciding which organisation it will fund (please see paragraph 8.2 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

100.00

## First Nations Employees

What percentage of the organisation's employees who will work on this activity are expected to be First Nations people?

For example, if your organisation has 3 First Nations employees out of a total 10 employees please enter '30'.

This question is optional, however if you choose not to provide NIAA with your information, you may not receive preference when NIAA is deciding which organisation it will fund (please see paragraph 8.2 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

45.00

# Consortium Applications (including joint, partnership or auspice applications) \*

Does the Applicant plan to deliver the Project/Activity as the lead organisation as part of a consortium?



If the Application is successful, the Applicant will be offered a Grant Agreement as the lead agency and held liable for all obligations contained in the Grant Agreement's Terms and Conditions. This includes monitoring, management, financial performance, service outcomes and insurance coverage.

The panel of consortium members does not enter into a Grant Agreement. The Applicant should obtain agreement prior to submitting this Application.

Further evidence of the consortium arrangements may be sought from successful Applicants prior to the signing of the Grant Agreement.

OFFICIAL

## Subcontractor Arrangements \*

Does the Applicant plan to deliver the Project/Activity using subcontractors?

No No

If the Application is successful, the Applicant will be offered a Grant Agreement as the lead agency and held liable for all obligations contained in the Grant Agreement's Terms and Conditions. This includes monitoring, management, financial performance, service outcomes and insurance coverage.

Subcontractors do not enter into a Grant Agreement. The Applicant should obtain agreement prior to submitting this Application.

Further evidence of the subcontractor arrangements may be sought from successful Applicants prior to the signing of the Grant Agreement.

## **Other Funding \***

Yes

Will the Activity rely on any contributions other than those requested in this Application (including commercial borrowings, donations and cocontributions)?



# Budget

Provide a breakdown of costs and funding for the project/activity period. Make sure they are eligible in scope items as set out in the Grant Opportunity Guidelines. The total cost must equal the total entered in the 'Financials Tab'. All budget figures must be GST exclusive. The Budget must be for eligible grant activities (see paragraph 5 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

You must respond to this question.



Budget Table Item 1		
Budget Item *	Amour	nt *
Permits	\$	500.00
Budget Table Item 2		
Budget Item *	Amour	nt *
Catering	\$	10,000.00
Budget Table Item 3		
Budget Item *	Amour	nt *
Transportation for Elders	\$	3,000.00
Budget Table Item 4		
Budget Item *	Amour	nt *
Marquee Hire	\$	8,000.00
Budget Table Item 5		
Budget Item *	Amour	nt *
Stage	\$	1,200.00
Budget Table Item 6		
Budget Item *	Amour	nt *
cultural entertainment	\$	25,000.00
Budget Table Item 7		
Budget Item *	Amour	nt *
Welcome to country/smoking ceremony	\$	1,400.00
Budget Table Item 8		
Budget Item *	Amour	nt *
decorations	\$	900.00
Total Budget Amount:	\$	50,000.00



# **Privacy declaration \***

I acknowledge I have read the Privacy Collection Notice factsheet and I consent to the collection, use and disclosure of my personal information, including sensitive information regarding race and ethnic origins, for the purposes of assessing and processing my application, administering grants, compliance and detection of fraud, research, analysis and for any other purposes listed at paragraph 13.3 of the NAIDOC Local Grants - Grant Opportunity Guidelines, or where disclosure is otherwise authorised or required under the Privacy Act or other law. Where applicable, I confirm that all other parties whose personal and sensitive information is included in this application (e.g. partners, board members) have also consented to the collection, use and disclosure of this information for the same purposes.

To be eligible for this Grant Opportunity you must respond to this question



I acknowledge and consent

# Attachments

## **Bank Account \***

Attach evidence of the applicant's bank account.

s47G

# Assessment Criteria Evidence of Support

You can attach evidence of support of your assessment criteria in responses such as letters of support and research/statistics, however this is not mandatory.

# **Consortium Letters of Support**

If you are applying as the lead organisation of a consortium, you must attach letters of support from other consortium members. If multiple letters are to be submitted, scan them into one single document.

# **Applicant Contacts**

OFFICIAL

# Who is the Applicant's preferred authorised contact person for this Application?

The person must have authority to act on behalf of the Applicant in relation to this Application.

Title *	
Ms	
First Name *	Last Name *
s47F	s47F
Position *	
General Manager	
Telephone *	Mobile
s47F	
Email address *	
manager@djambana.org.au	

# Provide an alternate authorised contact for this Application.

This person must also have authority to act on behalf of the Applicant in relation to this Application.

Title *	
Ms	
First Name *	Last Name *
s47F	s47F
Position *	
Treasurer	
Telephone *	Mobile
s47F	s47F
Email address *	
treasurer@djambana.org.au	



# Declaration

# Do you have any conflicts of interest that may occur related to or from submitting this application? \*

Yes

No No

# Please read and complete the following declaration.

This Declaration must be signed by an authorised representative of the Applicant (or, if this Application is a joint/consortium Application, an authorised representative of the lead organisation). The authorised representative should be a person who is legally empowered to enter into contracts and commitments on behalf of the Applicant.

#### I declare that:

- · The information contained in this form is true and correct.
- I have read, understood and agree to abide by the Guidelines.
- I have read, understood and agree to the Grant Terms and Conditions, should this Application be successful.
- I agree to receiving a Recipient Created Tax Invoice (RCTI) for this funding, if applicable, should this Application is successful.
- I have read, understood and agree to information provided in this Application as detailed in the Use of Information.
- If and where any personal details of a third party are included, the third party has been made aware of, and given their
  permission for those details to appear in this Application and for their personal information to be shared as detailed in the Use of
  Information.
- I give consent to the National Indigenous Australians Agency to make public the details of the Applicant and the funding received, should this Application be successful.
- I consent to receive correspondence, legal notices, grant agreements and any subsequent letters of variations to the agreement electronically. I understand and agree that my electronic correspondences constitute a valid and legally binding method for interacting under the grant agreement and the Electronic Transactions Act 1999 (Cth).

20

I understand and agree to the declaration above. \*

I acknowledge that giving false or misleading information to the National Indigenous Australians Agency is a serious offence under Section 137.1 of the Criminal Code Act 1995 (Cth). \*

Full name of Authorised Officer \*

Position of Authorised Officer \*

Date

s47F

General Manager

26/02/2023

# Please provide an estimate of the time taken to complete this Application Form, including:

- Actual time spent reading the guidelines, instructions and questions
- Time spent by all employees in collecting and providing the information
- Time spent completing all questions in the Application Form.

Hours	Minutes	
4	30	

A copy of receipt will be sent to: admin@djambana.org.au

FOI/2324/041

OFFICIAL



# Australian Government

# National Indigenous Australians Agency

GPO Box 9932 Melbourne VIC 3001

Ms s47F Nairm Marr Djambana Inc. 32 Nursery Avenue FRANKSTON VIC 3199 manager@djambana.org.au

Dear Ms s47F

Thank you for your application for a 2023 NAIDOC Local Grants Opportunity. The National Indigenous Australians Agency (the Agency) would like to offer you funding of \$10,500.00 (GST exclusive) for the Honoring our Elders Community Walk activity.

Please find attached to this Letter of Offer a Schedule outlining the Terms and Conditions for the grant agreement for your consideration. If you agree to the terms and conditions outlined in the Schedule, <u>please respond by email to GMUMelbourne@official.niaa.gov.au within 10 business days</u> noting that you accept the offer of funding, including the Terms and Conditions in the Schedule.

This email response must come from you or another authorised officer as outlined in your grant application. Once you have done so, we will finalise the funding agreement by return email.

Upon acceptance, this Letter of Offer, the Schedule and the Terms and Conditions form the entire grant agreement between your organisation and the Agency.

As outlined in the Grant Opportunity Guidelines, there is no guarantee of funding until we have finalised the grant agreement by responding to your acceptance of the Agency's Letter of Offer and the Agency is not responsible for any of your expenditure until the grant agreement is finalised.

You must, in all publications, and in all promotional, publicity and advertising Materials or activities (including events) of any type undertaken by, or on behalf of, you relating to the Activity or the Agreement, acknowledge the financial and other support that you have received from the Commonwealth, unless we direct otherwise.

If you have any queries, please call 1800 079 098 or email GMUMelbourne@official.niaa.gov.au.

Yours sincerely

Anne-Marie Lynch Regional Manager Victoria and Tasmania

25 May 2023





# **Australian Government**

# National Indigenous Australians Agency

Letter of	Offer –	Schedule
-----------	---------	----------

Organisation Id: 4-ATUR9IQ	
Program Schedule 4-INLJOCL Id:	

Item A Program Information	
Program Name	Culture and Capability
Program Objectives	The objectives of this Activity are to celebrate the histories, cultures and achievements of First Nations people through a NAIDOC Week Activity. The Activity must be in line with the 2023 NAIDOC Week Theme, ' <i>For our Elders</i> '.

Item B Your Information		
Organisation Name	Nairm Marr Djambana Inc.	
ABN	38 965 604 576	

Item C Grant Information	tion		
Total Grant amount	Grant Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
	\$10,500.00	\$1,050.00	\$11,550.00
Payment will be made up	oon signing of the Letter of Offer or as	s otherwise agreed by	v both parties.
Your Bank Account	BSB Number	$\sim 17$	$\mathbf{C}$
Details	Account Number	S4/	
	Account Name		

Item D Activity Informat	ion	
Activity Name	Honouring our Elders Community Walk	
Activity Start Date	1 June 2023	
Activity End Date	31 July 2023	
Activity Details (what you must do)	Funding is provided to undertake the Activity according to the requirements outlined in the Grant Opportunity Guidelines and the approved application, or as agreed in writing with the Commonwealth in circumstances where an unanticipated event means the Activity cannot be held as originally approved (for example, local impacts relating to COVID-19, a natural disaster, or Sorry Business).	
	The intended outcomes of this Activity are to:	
	• contribute to the maintenance and strengthening of First Nations' cultural expression and conservation, including recognition of Australia's shared history and valuable First Nations heritage	
	• support activities that increase the participation of First Nations people in Australian society through healing and improved individual, community and organisational capability and leadership, and/or	
	• promote the unique place First Nations people and their cultures have in Australian society.	
	Where the event may present COVID-19 risk, for example if this is a face-to- face event, the Grantee must deliver the Activity in compliance with all COVID-19 advice and guidance issued by the Commonwealth Department of Health and/or relevant State and Territory agencies which are applicable to the Activity.	
	For the NAIDOC Week Activity grants the National Indigenous Australians Agency (the Agency) will select a sample of around 10% of Grantees to acquit/report on how they have spent the money. The Grantee will not have to acquit/report on the funds they received unless the Agency requests them to do so. If asked, the Grantee will be required to provide a Financial Declaration. A Financial Declaration is a certification from the Grantee stating that funds were spent for the purpose provided as outlined in the Grant Agreement and in which the Grantee is required to declare unspent funds. The Financial Declaration must be certified by the Board, the Chief Executive Officer or an officer with the authority to verify the Grantee has spent the funds in accordance with the Grant Agreement.	

Item E Location information You have advised that all or part of the Activity will be delivered from the location(s) specified below		
Location Type	Name	Address
Direct Funded	Nairm Marr Djambana Inc.	32 Nursery Avenue FRANKSTON VIC 3199

Item F Deliverables		
Description of Deliverable	Due Date	
Acquittal Documentation	The Commonwealth may request receipts and/or a statutory declaration to account for the expenditure of the Grant at any time up to five years after the Agreement completion date.	

Item G Agreement completion date	30 November 2023
----------------------------------	------------------

Item H Party Representatives and Address for Notices			
Commonwealth's Representative and Address			
Name of Representative	s47F		
Position	Agreement Manager		
Postal/Physical Address	GPO Box 9932 Melbourne VIC 3001		
Business Telephone	1800 079 098		
Email	gmumelbourne@official.niaa.gov.au		
Grantee's Representative and A	ddress		
Name of Representative	s47F		
Position	General Manager		
Postal/Physical Address	32 Nursery Avenue FRANKSTON VIC 3199		
Business Telephone	s47F		
E-mail	manager@djambana.org.au		

# Letter of Offer Grant Agreement – Terms and Conditions

### 1. Payment and Australian Business Number

- 1.1 The Grant will be paid into the bank account specified in Item C of the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> (**'ABN'**) or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

### 2. **GST**

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement, you agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms '**GST**', '**Recipient Created Tax Invoice**', '**Taxable Supplies**' and '**Tax Invoice**' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

### 3. **Spending the Grant**

- 3.1 The term '**Activity**' means all activities and tasks specified in the Schedule.
- 3.2 You agree to spend the Grant for the purpose of undertaking the Activity only.
- 3.3 You agree to provide a statement signed by you verifying the Grant was spent in accordance with the Grant Details.

#### 4. Privacy

- 4.1 You agree, in conducting the Activity:
  - (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in clause 4.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 4.

### 5. Indemnity

5.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

### 6. Termination

6.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.

<sup>&</sup>lt;sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>&</sup>lt;sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.

- 6.2 We can immediately terminate or reduce the scope of the Agreement by giving you a written notice if any of the following occur:
  - (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or
  - (b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may affect, your ability to perform the Activity or meet your obligations under the Agreement.

### 7. Reporting and Record Keeping

- 7.1 You must provide the reports (if any) set out at Item F of the Schedule.
- 7.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 7.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
  - (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.

You must comply with a request made under clause 7.3 within the timeframe specified in the request otherwise we may require you to repay the Grant within twenty (20) Business Days of us giving you notice to do so.

- 7.4 Where the report specified at Item F of the Schedule is a financial declaration, you must:
  - (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 7.5 Where the report specified at Item F of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
  - (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
- 7.6 complies with the applicable Australian Accounting Standards<sup>3</sup>.Any financial report or declaration must be certified by:
  - (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 7.7 You acknowledge that giving false or misleading information to the Agency is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

<sup>&</sup>lt;sup>3</sup> Refer Australian Accounting Standards Board <u>www.aasb.gov.au</u>

### 8. **Repaying the Grant**

- 8.1 You must repay the Grant (or the relevant part of it) to us in any of the circumstances set out below:
  - (a) we overpay you; or
  - (b) we pay you an amount that you incorrectly claim; or
  - (c) an amount of the Grant is unspent at the Agreement completion date; or
  - (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
  - (e) you spend an amount other than in accordance with the Agreement.
- 8.2 If you must repay an amount under clause 8.1:
  - (a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
  - (b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the *Taxation Administration Act 1953* (Cth) on a daily compounding basis); and
  - (c) we may recover the amount and any interest as a debt due to the Commonwealth.
- 8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

### 9. **Complaints**

9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.

### 10. Intellectual Property

- 10.1 You own the Intellectual Property Rights in Material created undertaking the Activity.
- 10.2 You give the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.
- 10.3 The licence in clause 10.2 does not apply to Activity Material.
- 10.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
- 10.5 In this clause 10, these terms have the following meaning:
  - (a) **'Activity Material**' means any Material, other than Reporting Material, created or developed by you as a result of the Activity;
  - (b) **'Commonwealth Purposes'** does not include commercialisation or the provision of the any Material to a third party for its commercial use;
  - (c) **'Existing Material'** means material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material;
  - (d) '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* (Cth));
  - (e) '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; and
  - (f) **'Reporting Material**' means all Material you are required to provide us for reporting purposes as specified in Item H of the Schedule.

### 11. Insurance

11.1 You agree to maintain adequate insurance for the duration of this Agreement and provide us with proof when requested.

### 12. Confidentiality

12.1 Both parties agree not to disclose each other's confidential information without prior written consent, unless required by or authorised by law or Parliament.

### 13. **Dispute Resolution**

- 13.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.
- 13.2 The parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.
- 13.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

ē

### 14. Working with Vulnerable Persons and police and criminal history checks policy

- 14.1 Before engaging or deploying any person (whether an officer, employee, contractor, subcontractor, volunteer or in any other capacity) in relation to any part of an Activity that may involve contact with a Vulnerable Person, you must:
  - (a) confirm that no Commonwealth, State or Territory law prohibits the person from being engaged in a capacity where they may have contact with a Vulnerable Person; and
  - (b) comply with all other legal requirements of the place where the Activity, or part of the Activity, is being conducted in relation to engaging or deploying persons in a capacity where they may have contact with Vulnerable Persons.
- 14.2 You must in relation to an Activity:
  - (a) ensure compliance with all legal requirements in accordance with clause 14.1(b) remain current;
  - (b) immediately notify us if any person engaged or deployed that has or may have contact with a Vulnerable Person is prohibited from having contact with a Vulnerable Person under the relevant state/territory legislation as it pertains to working with vulnerable people including children, and you must immediately ensure the person is no longer so engaged or deployed;
- 14.3 You must report to us:
  - (a) on any other matter relating to your work with Vulnerable People upon request by us.
- 14.4 In this clause 14, 'Vulnerable Person' means:
  - (a) a child, being 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 against harm or exploitation by reason of age, illness, trauma or disability, or any other reason.

### 15. **COVID-19 pandemic**

- 15.1 Both parties acknowledge that the COVID-19 global pandemic represents a risk to the delivery of the Activity and agree to work together to address and resolve any impacts to delivery where possible.
- 15.2 You must deliver the Activity in compliance with all COVID-19 advice and guidance issued by the Commonwealth Department of Health and relevant State and Territory agencies which are applicable to the Activity.
- 15.3 If you cannot deliver the Activity in accordance with this Agreement due to an outbreak of COVID-19 or an elevated risk of contracting COVID-19, you must repay the Grant under clause 8.1, unless otherwise agreed in writing by the Commonwealth.

#### 16. Funding acknowledgement

- 16.1 You must, in all publications, and in all promotional, publicity and advertising Materials or activities (including events) of any type undertaken by, or on behalf of, you relating to the Activity or this Agreement, acknowledge the financial and other support that you have received from the Commonwealth, unless we direct otherwise.
- 16.2 In complying with clause 16.1, you must use any form of acknowledgement that we reasonably specify.

# 17. Notices 17.1 The parties agree to notify the other party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

17.2 A notice under this Agreement must be in writing, signed by the party giving notice and addressed to the other party's representative as set out in Item H of the Schedule.

<u>0</u>



Australian Government

National Indigenous Australians Agency



# 2023 NAIDOC Local Grants Opportunity

Submission Reference: KF7485K

# **Application Information**

The objectives of the program are to promote:

- The expression, engagement and conservation of First Nations' cultures
- First Nations peoples' participation in the social and economic life of Australia, and
- Broader understanding and acceptance of the unique place of First Nations' cultures in Australian society.

The intended outcomes of the program are to:

- Contribute to the maintenance and strengthening of First Nations peoples' cultural expression and conservation, including recognition of Australia's shared history and valuable First Nations' heritage
- Support activities that increase the participation of First Nations peoples' in Australian society through healing and improved individual, community and organisational capability and leadership, and
- Promote the unique place First Nations people and their cultures have in Australian society.

For information about how the National Indigenous Australians Agency (NIAA) manages personal information in the administration of its grants, please see the Grants and Funding page of the NIAA website - https://www.niaa.gov.au/indigenous-affairs/grants-and-funding. General information about the NIAA's privacy policies is also included below.

# Grant Round Administration

This grant round is being administered by the National Indigenous Australians Agency.

# **Closing Date/Time**

Applications must be submitted by 9:00pm Australian Eastern Daylight Time (AEDT) Friday 17 February 2023.

**OFFICIAL** 

# Making Sure Your Application is Saved

Upon exiting the form please ensure that you use the 'Save and Close' button. The 'Continue' button should only be used as you intend to progress through the form. For your Application to be saved when exiting, you will need to click on:

- 'Save and Close', and
- 'Confirm'.

You will know that your application is saved when you are taken from the current form process to the 'Form Saved' page.

Note that the 'Save and Close' button will ask that you 'Confirm' that you wish to save the Application, which you must do to complete the save process. If this is not done, your Application will not be saved.

You can return to your Application with the data saved using the link on the 'Form Saved' page that says 'Click here to return to your form' and confirming your submission reference ID details.

# Grant Opportunity Documents

Read all information in the Grant Opportunity Documents before completing this Application Form. The Grant Opportunity Documents are available on the https://www.grants.gov.au/ $\square$  and https://www.niaa.gov.au/indigenous-affairs/grants-and-funding/ $\square$  websites. Applications will be assessed using the process outlined in the Guidelines.

# **Application Help**

Information about the Application process is available on the https://www.grants.gov.au/

Applicants must submit any questions relating to the Program or this Application process in writing to NAIDOCgrants@niaa.gov.au  $\Box$ . Applicants may submit these questions up until five business days prior to the Closing Time and Date. A response will be provided within five business days.

Applicants may direct any general enquiries, requests for technical help or support in using and/or submitting the Application Form by:

- Phone 1800079098
- Email to NAIDOCgrants@niaa.gov.au

# Attachment Limits

This Application Form allows users to attach files to support their application. You must provide an attachment where indicated. Use the 'Upload File' button to select your file from a local drive.

Accepted file types: .bmp, .doc, .docx, .gif, .jpeg, .jpg, .msg, .pdf, .png, .pps, .ppt, .ptx, .txt, .xls, .xlsb, .xlsx.

**Note**: There is a 2048.0KB limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.



# Sharing this Form

More than one person should not access this form at the same time. If this is done there is a risk that information entered in the form may be lost and not transferred upon submission. If you wish to share this form and access details, please ensure that only one user edits the form at any given time.

To avoid any issues with your submission, ensure each contributor has completed their updates, saved their changes and exited the form prior to another person accessing the same form.

# Submission Reference ID

Each Application Form is allocated a unique Submission Reference ID. Each time this Application is accessed you will be required to use this Submission Reference ID.

# Submitting Application Form

Once you have completed this Application Form, you must submit it electronically by using the submission section at the end of this form.

Please note: there may be short, scheduled outages to systems as part of regular information technology maintenance that may affect submission of this form. Notification of these outages will be on the website.

Following submission, a message with your Submission Reference ID will appear on your screen and you will be provided a PDF receipt of your submission via email you are also able to send a receipt to an additional email address of your choosing. Please save this email receipt for future reference and use it is all correspondence about this application.

**Note**: Applications will be assessed using the process outlined in the Grant Opportunity Documents. Applicants will be notified of the grant funding outcome on completion of the assessment process.

# National Relay Service (NRS)

The National Indigenous Australians Agency uses the NRS to ensure our contact numbers are accessible to people who are deaf or have a hearing or speech impairment. Please phone 133677 to access the NRS.

# Australian Tax Office Reporting

The National Indigenous Australians Agency will need to report details of payments made to the Australian Taxation Office (ATO) as part of the taxable reporting obligations for government entities.

In general terms, the types of payments to be reported to the ATO are:

- Payments made for grants to entities with an Australian Business Number (ABN)
- Payments made for services.

If you receive a payment from the Department that meets the ATO criteria, it will be reported to the ATO as part of the Taxable payments annual report.

Further information is available on the Australian Taxation Office <sup>□</sup> website.

# Privacy

The National Indigenous Australians Agency, supported by the Community Grants Hub, uses an integrated Smartform service assisted by the Department of Industry, Science and Resources on www.business.gov.au

If you are providing information to access a non-Department of Industry, Science and Resources program, that information will not be accessed by Department of Industry, Science and Resources employees. The only exception to this is where Senior Analysts within the Department of Industry, Science and Resources require access to your information for the sole purpose of troubleshooting technical errors. Where this occurs Senior Analysts will only access the data with permission and at the request of client agencies.

The National Indigenous Australians Agency, supported by the Community Grants Hub, will be able to access the Application as part of the form support services.

By submitting the Application you acknowledge that the information provided in the Application may be shared with other Commonwealth and law enforcement agencies for the prevention and detection of fraud.

For more information about how the Department of Industry, Science and Resources protects your privacy and personal information, please see the Department of Industry, Science and Resources' Privacy Policy . The Community Grants Hub Privacy Policy and WCaG Accessibility Information and the National Indigenous Australians Agency Privacy Policy should also be read and understood.



# Use of Information

Your Submission Reference is:

KF7485K

Please send yourself a link to this saved form by entering your email address below. This email will detail your Submission Reference, the date and time this application process will close, and a link to access your saved form.

If you have any questions relating to this Application phone 1800079098 or email NAIDOCgrants@niaa.gov.au

Your email address *	
ceo@larrakia.com	
Confirm your email address *	
ceo@larrakia.com	

#### **Use of Information**

The National Indigenous Australians Agency may use the information, other than personal information, provided in this Application Form to assist it to:

- Comply with the Australian Government requirement to publish the details of all grant recipients on the GrantConnect website
- Inform staff negotiating and establishing Grant Agreements of risks and issues that need to be addressed in the Grant Agreement for that program
- Inform future assessments for Applications.

All information including personal information provided in this Application may be shared with other Commonwealth and law enforcement agencies for the purpose of preventing and detecting fraud. This includes personal information of any third party provided in this Application.

You can only apply if you agree to the use of the information you provide in this form for the purposes listed above.

Check this box if you agree to the use of the information you provide in this Application Form.



# **Existing Grant Recipient**

## Is the Applicant an existing Grant Recipient? \*

Yes

No

FOI/2324/041

OFFICIAL

If Yes, provide the Organisation ID number as it appears on your Grant Agreement and then click 'Verify ID' to confirm the details are correct.

Tip: Copy and paste the Organisation ID number from the Grant Agreement to avoid errors.

Organisation ID \*

Applicant Legal Name			
Larrakia Nation Aboriginal Corpo	ration		
Registered Business Name			
Entity Type	ABN	State	
Indigenous Corporation	56531057147	NT	
The set of the second set of the			
the set of the second set of the			
Postcode		Charity	

# Are updates required to the Applicants details? \*

#### You must respond to this question.

Select 'No' if updates are not required to the Applicant's details as currently held by the National Indigenous Australians Agency.

Select 'Yes' if updates are required to the Applicant's details as currently held by the National Indigenous Australians Agency. You will be required to contact your Funding Arrangement Manager to update your details.



# **Eligibility Requirements**

OFFICIAL

## What is the Applicant's entity type?\*

Indigenous Corporation

## Is the Applicant able to provide documentation to support the entity type?

Yes

O No

Please provide your supporting documentation. \*

Certificate of Incorporation - LNAC.pdf

## Permanent resident of Australia?

If you are applying as a Person (Individual), you must be a permanent resident of Australia to apply for this grant opportunity. Confirm that you are a permanent resident of Australia.

Yes - I confirm I am a permanent resident of Australia

No - I am not a permanent resident of Australia (please note: you are not eligible to apply)

N/A - not applying as an entity type of "Person"

## Commonwealth agreement compliance \*

Do you have any outstanding compliance issues with Commonwealth agreements?

If yes, are you working towards rectifying any issues?

Applicants are required to advise NIAA if they have outstanding compliance issues with Commonwealth agreements. If an applicant has outstanding compliance issues, an applicant may be ineligible if unresolved or not in the process of rectifying at the time of application.



Provide your response. \*

The CEO is working with departmental staff to rectify outstanding progress, performance and financial reports.

(Limit: approx 38 words, 250 characters)

110 characters of 250 used

FOI/2324/041

OFFICIAL

## Child safety statement \*

Can you confirm that, having made diligent inquiries, you have reasonable grounds to believe that the organisation itself, and staff working with children on behalf of your organisation in relation to the project or activity:

- Comply with relevant legislation relating to requirements for working with children in the jurisdiction in which the projects or activities are delivered.
- Have complied with relevant legislation in their jurisdictions relating to mandatory reporting of suspected child abuse and neglect as required or otherwise defined by state or territory legislation.

Yes - I can confirm

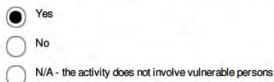
No - I cannot confirm

N/A - the project does not provide services directly to, or involve contact with children

#### Working with vulnerable persons \*

If your project or activity involves working with vulnerable persons, do you or your staff have the appropriate qualifications and/or working with vulnerable persons checks to deliver the project or activity you are applying for?

It is the responsibility of your organisation to ensure that anyone working directly with vulnerable people has appropriate qualifications and registrations under relevant state or territory legislation.



# Governance



### **Relevant Persons \***

Has any senior official or person to be involved in delivering the project or activity been involved in any of the following events in the last 5 years?

You must tick at least one of the boxes below.

You may be contacted to provide more information and documentation in relation to these events.

C	
ſ	٦

Governance Investigation of relevant person(s).

Any business failure of relevant person(s) including business failure of entities in which they hold, or held at the time of the event, a management or board position. Examples of a business failure include a Court Ordered or a Creditors Voluntary Administration Liquidation, External Administration, or Receivership.

Bankruptcies of relevant person(s).

Bankruptcy proceedings, including part IX Debt Agreements or Part X Insolvency Agreements, against relevant person(s).

Litigation against relevant person(s) including judgement debts.

None of the above apply and there is no adverse information on any relevant person associate with this entity.

# **Reportable Events \***

Select the appropriate box(es) that relate to any events to which your entity may have been subjected in the last 5 years.

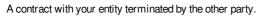
You must tick at least one of the boxes below.

You may be contacted to provide more information and documentation in relation to these events.

$\bigcup$
or

Governance Investigation of your organisation or related entities.

Litigation or liquidation proceedings.



Contingent liabilities of a material amount.

Overdue tax liabilities.

Factors which might impact on your entity. For example, pending significant litigation, business commitments, collections by debt collection agencies on behalf of creditors, or potential liquidation proceedings.

Any significant change in your entitys financial position not reflected in the financial statements provided.

Any other particulars which are likely to adversely affect your capacity to undertake this project.

None of the above events apply and there is no adverse information on my entity.



### Does the Applicant have the following documents?

Note: You may be required to provide copies of the above documentation within 7 days upon request.

1. Documented organisational and financial policies and procedures. \*

Yes	O No
2. Business plan a	nd/or strategic plan. *
Yes	O No
3. Risk manageme	ent plan. *
Yes	O No

# Project/Activity Details

Provide a short title of your Application for this Project/Activity.

NAIDOC 2023 - For Our Elders

(Limit: approx 38 words, 250 characters)

28 characters of 250 used

# Provide a brief description of your project or the services to be delivered and how it will contribute to the objectives outlined in the Grant Opportunity Guidelines.

Larrakia Nation in partnership with Government, the corporate and non-government sector is making this application to deliver events and activities in Darwin and Palmerston including all Town Camps Batchelor and Belyuen,

Larrakia people as the Traditional Owners of Darwin and greater region, want to lead all NAIDOC week activities to celebrate the history, culture and achievements of Aboriginal people and share the celebrations for all Territorians to participate and enjoy.

Widespread community consultation occurs each year to strategically compile a comprehensive calendar of events to cater for the whole community that focuses on collaboration and strengthening partnerships with the 3 tiers of Government, as well as the private and NGO sector.

(Limit: approx 150 words, 1,000 characters)

756 characters of 1,000 used

OFFICIAL

# In which service area/s is the Applicant proposing to deliver the Project/Activity? \*

#### Instructions:

- The Service Area Type field below indicates the service areas relevant to this grant opportunity.
- If applicable, choose the relevant state/territory to view the available service areas.
- Tick the applicable service area/s where you are proposing to deliver this project/activity.
- Untick the selected service area/s to remove selection.

#### **IMPORTANT NOTE:**

You may only select 40 service areas per form. If you wish to apply for more services areas, a separate form/s will need to be completed.

#### Selected service area/s \*

Darwin - Central, NT

## Proposal Start Date \*

What is the planned start date for the proposal?

02 Jul 2023

### **Proposal End Date \***

What is the planned end date for the proposal?

09 Jul 2023



### **Delivery Location**

In which location will the proposed project or activity be delivered?

If multiple locations, please only identify one main location where NAIDOC project or activity will be delivered.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, (), . '& - /\@, other characters and formatting are not accepted.

Location Name *			
Larrakia Nation At	poriginal Corporation		
Floor / Building; Unit	; Apartment		
Street number, name	e and type *		
76 Dick Ward Driv	ve		
Suburb/Town *	State *	Postcode *	
NIGHTCLIFF	NT	0810	
No record found. Ple	ase select 'Unable to	o validate' if the address cannot be verified.	

Unable to validate

#### Face to Face events - Social Distancing and COVID-19 \*

Does your project or activity require face-to-face delivery or is it likely to result in a public gathering? If yes, please outline how you will ensure the project or activity will meet government advice and regulations for managing the risks associated with COVID-19, including social distancing requirements.

Note: Projects or activities must be delivered in alignment with relevant government and health advice to limit the risk of transmission of COVID-19, particularly with respect to protecting Elders and those with chronic health issues. Before commencing a project or activity, it is your responsibility to develop a COVID-19 Risk Management Plan. The Risk Management Plan should include any potential risks associated with the delivery of a project or activity, and identify the strategies that you will put in place to minimise those risks. Upon request, you may be required to provide evidence that you have a COVID-19 Risk Management Plan in place.



Provide your response. \*

All activities and events will operate in accordance with the CHO Directions and the COVID-19 Risk Management Plan.

(Limit: approx 300 words, 2,000 characters)

115 characters of 2,000 used

Financials



# Provide a breakdown of the requested grant funding for each previously selected service area/s. \*

 Darwin - Central, NT

 2022-2023 (exc GST) \*

 \$
 250,000.00

 Total funding

 \$
 250,000.00

 Approx. % of Total

 100

#### Summary

2022-2023 Total

\$	250,000.00
Total fu	Inding
\$	250,000.00

# Provide bank account details for receipt of grant payments should the Application be successful.

You must respond to this question.

Bank account details for the receipt of payments:

- BSB Number: Enter the BSB number for the Applicant's nominated bank account. Must be 6 digits only. Do not enter spaces or other characters.
- Account Number: Enter the account number for the Applicant's nominated bank account. Must be 2 to 9 digits only. Do not enter spaces or other characters.
- Account Name: Enter the account name for the Applicant's nominated bank account. The account name should be as it appears
  on the bank statement. 60 character limit. The character count includes letters, numbers, spaces, paragraph marks, bullet
  points etc. NOTE: This field accepts the characters of A to Z, 0 to 9, ()., '&-/\@, all other characters including carriage
  returns are not accepted.

BSB number *	Account number *
s47G	s47G

Account Name \*

s47G

<u>0</u>



# Assessment Criteria

## Criterion 1: Need and community involvement \*

You should demonstrate this by identifying how the project or activity:

- Aligns to the 2023 National NAIDOC Week theme: 'For our Elders', and
- Supports the Australian Government's commitment to celebrate, support, and raise awareness of First Nations' cultures and histories within the wider community.

As in previous years, the Larrakia traditional owners of Darwin and the greater Darwin region, represented by Larrakia Nation are seeking to continue leading the way to celebrate NAIDOC 2023 in partnership with the Australian Government, the Northern Territory Government, Not-for-Profit NGO's and Corporate Sector.

This years theme signifies Aboriginal and Torres Strait Islander peoples respect and appreciation For Our Elders because they are our cultural knowledge holders, trailblazers, nurturers, advocates, teachers, survivors, leaders, hard workers and our loved ones.

For Our Elders, this generation must continue to guide the next generations by following in their footsteps across multiple sectors like health, education, the arts and politics, whilst drawing on their strength, resilience, knowledge and experience, in everything from land management, cultural knowledge to justice and human rights.

For Our Elders, it is our duty to continue to lead change, raise awareness of our histories, seek recognition, promote and share our languages with the wider community by celebrating the oldest living culture in the world.

For Our Elders, we must pay our respects and pay tribute to those we've lost and to those who continue fighting for us across all our Nations.

Our present, we would not be if it wasn't For Our Elders.

1,342 characters of 2,000 used

(Limit: approx 300 words, 2,000 characters)

# Criterion 2: Cultural competence \*

You should demonstrate this by:

• Explaining your capacity to deliver quality, culturally competent projects or activities for the target community/ies or group/s.

NAIDOC week celebrations should always be led by Larrakia Nation representing traditional owners on Larrakia land. As an organisation, Larrakia Nation continually reflects on its own cultural values and world view and their implications for making respectful, reflective, and reasoned choices, including the capacity to imagine and collaborate in cross cultural contexts. Larrakia Nation also values diversity for the richness and creativity it brings to society.

Each year, Larrakia Nation engages and supports over 12000 Aboriginal clients who are either from urban or regional centres, as well as very remote communities through various services it provides on behalf of Government. This demonstrates Larrakia Nations ability to understand, communicate with and effectively interact with people across cultures, including ability to participate ethically and effectively in personal and professional intercultural settings.

At an operational level, Larrakia recognises:

1. Individual level - the knowledge, skills, values, attitudes and behaviours of individuals;

2. Service level - management and operational frameworks and practices, expectations, including policies, procedures, vision

statements and the voices of families and community; and

3. The broader system level – how services relate to and respect the rest of the community, agencies, Elders, local community protocols - hence the development and

implementation of the Larrakia Protocols for the Darwin and greater Darwin region.

(Limit: approx 300 words, 2,000 characters)

1,498 characters of 2,000 used

FOI/2324/041

OFFICIAL

# Criterion 3: Organisational capability \*

You should demonstrate this by describing how:

- Your resources and capability will support you to deliver high quality projects or activities, and
- The risks associated with the proposed activity, including work, health and safety risks, will be managed.

Larrakia Nation has gone from strength to strength in successfully leading and delivering NAIDOC week activities and celebrations for the past few years. Under guidance from its new Chairman and Board through to the new CEO, proven leadership qualities and experience, demonstrating operational capabilities that distinguished the organisation from its competitors was on full display for NAIDOC Week 2022 when over 5000 people attended the NAIDOC March and nearly 700 people attended the NAIDOC Ball. Feedback indicated is was the biggest and best attended events in Darwin ever.

However in the lead up and during NAIDOC week, Larrakia Nation will be working in partnership with its fellow NGO sector and corporate partners to ensure activities are delivered culturally safe and enjoyable for the entire community.

The risks associated with funding or Covid has proven that Larrakia Nation is responsive and flexible concerning changes in the internal and external environment through:

- Skilled and knowledgeable employees who are prepared to adapt.
- Prompt decision-making processes that don't rely on bureaucracy.
- Proactive planning that can be adjusted to respond to competition or unexpected events.
- Flexible systems and workflows that can accommodate the organisational change process or expansion.

The LNAC CEO and LNAC Cultural Manager will oversee the planning and implementation with support from selected management and operational staff as well as volunteers. Additionally, the 8 Larrakia Nation Board of Directors will provide strategic advice and support to management.

(Limit: approx 300 words, 2,000 characters)

1,593 characters of 2,000 used

### Criterion 4: Delivering outcomes \*

You should demonstrate this by:

Providing evidence that the proposed activity can deliver the intended outcomes for the target community/ies or group/s.

Larrakia Nation through its planning team will devise a plan by using continuous improvement tools as part of its planning, costings, implementation, decision making and review process that includes assessing the performance and effectiveness of years past to ensure Larrakia Nation delivers on the outcomes and exceeds funding agencies and the wider community expectations.

(Limit: approx 300 words, 2,000 characters)

374 characters of 2,000 used

# Additional Information



### **Compliance** \*

In the last 6 years, has any person to be involved in delivering the activity or any senior official in your organisation been the subject of any criminal proceedings (regardless of outcome) or the subject of a formal complaint by an individual or authorised entity?



### **Organisational Membership/Ownership**

What percentage of your organisation's owners identify as First Nations people? (Owners may include members, shareholders or equivalent)

This number must be entered as a percentage.

For example, if your organisation has 3 First Nations owners out of a total 10 owners please enter '30'.

This question is optional, however if you choose not to provide NIAA with your information, you may not receive preference when NIAA is deciding which organisations to fund (please see paragraph 8.2 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

100.00

#### Organisational Board/Management Committee

What percentage of your organisation's controlling body identify as First Nations people? (Controlling body refers to your Board of Directors, Management Committee or equivalent)

This number must be entered as a percentage.

For example, if your organisation has 3 First Nations board members out of a total 10 board members please enter '30'.

This question is optional, however if you choose not to provide NIAA with your information, you may not receive preference when NIAA is deciding which organisation it will fund (please see paragraph 8.2 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

87.50

#### Organisational Management

What percentage of your organisation's management identifies as First Nations people? (Management refers to those responsible for the day-to-day running of your organisation - e.g. CEO, operations manager, Chief Finance Officer etc.)

For example, if your organisation has 3 First Nations managers out of a total 10 managers please enter '30'.

This question is optional, however if you choose not to provide NIAA with your information, you may not receive preference when NIAA is deciding which organisation it will fund (please see paragraph 8.2 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

_	۰.	$\sim$	$\mathbf{n}$

OFFICIAL

### **First Nations Employees**

What percentage of the organisation's employees who will work on this activity are expected to be First Nations people?

For example, if your organisation has 3 First Nations employees out of a total 10 employees please enter '30'.

This question is optional, however if you choose not to provide NIAA with your information, you may not receive preference when NIAA is deciding which organisation it will fund (please see paragraph 8.2 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

1			

# Consortium Applications (including joint, partnership or auspice applications) \*

Does the Applicant plan to deliver the Project/Activity as the lead organisation as part of a consortium?



No No

If the Application is successful, the Applicant will be offered a Grant Agreement as the lead agency and held liable for all obligations contained in the Grant Agreement's Terms and Conditions. This includes monitoring, management, financial performance, service outcomes and insurance coverage.

The panel of consortium members does not enter into a Grant Agreement. The Applicant should obtain agreement prior to submitting this Application.

Further evidence of the consortium arrangements may be sought from successful Applicants prior to the signing of the Grant Agreement.

### Subcontractor Arrangements \*

Does the Applicant plan to deliver the Project/Activity using subcontractors?

No

Yes 🔘

If the Application is successful, the Applicant will be offered a Grant Agreement as the lead agency and held liable for all obligations contained in the Grant Agreement's Terms and Conditions. This includes monitoring, management, financial performance, service outcomes and insurance coverage.

Subcontractors do not enter into a Grant Agreement. The Applicant should obtain agreement prior to submitting this Application.

Further evidence of the subcontractor arrangements may be sought from successful Applicants prior to the signing of the Grant Agreement.

### **Other Funding \***

Will the Activity rely on any contributions other than those requested in this Application (including commercial borrowings, donations and cocontributions)?



O No



#### If Yes, provide details of other contributions which will be relied upon to complete this Activity.

Please note that you may be requested to provide letters of support or other forms of evidence before your Application is considered further in the assessment process.

Other Funding Item 1

Source of funding (List a maximum of 10) \*

Northern Territory Government	
(Limit: approx 38 words, 250 characters)	29 characters of 250 used
Amount of Funding(exc GST) *	Can this proposal proceed without this funding? *
\$ 200,000.0	00 Yes with changes
Has funding been secured? *	
Unconfirmed	

#### Other Funding Item 2

Source of funding (List a maximum of 10) \*

Corp	orate Partners Sponsorship		
(Limit: ap	prox 38 words, 250 characters)	30 characters of 250 used	1
Amoun	t of Funding(exc GST) *	Can this proposal proceed without this funding? *	
\$	100,000.00	Yes with changes	
Has fur	nding been secured? *	·	
Unco	nfirmed		

**Total funding Amount:** 

\$

300,000.00

# Budget

FOI/2324/041

Provide a breakdown of costs and funding for the project/activity period. Make sure they are eligible in scope items as set out in the Grant Opportunity Guidelines. The total cost must equal the total entered in the 'Financials Tab'. All budget figures must be GST exclusive. The Budget must be for eligible grant activities (see paragraph 5 of the NAIDOC Local Grants - Grant Opportunity Guidelines).



### You must respond to this question.

Budget Table Item 1		
Budget Item *	Amour	nt *
NAIDOC Flag Raising Ceremonies - Darwin & Palmerston	\$	30,000.00
Budget Table Item 2		
Budget Item *	Amour	nt *
NAIDOC Breakfast, March & Speeches	\$	30,000.00
Budget Table Item 3		
Budget Item *	Amour	nt *
NAIDOC Ball & Awards Ceremony - Darwin Convention Centre	\$	30,000.00
Budget Table Item 4		
Budget Item *	Amour	nt *
NAIDOC For Our Elders Luncheon	\$	25,000.00
Budget Table Item 5		
Budget Item *	Amour	nt *
NAIDOC Darwin Family Day	\$	50,000.00
Budget Table Item 6		
	Amour	nt *
Budget Item * Bagot, Kulaluk & Minmarama Family Day	\$	20,000.00
Budget Table Item 7		
Budget Item *	Amour	nt *
PIV, Knuckey Lagoon & Railway Dam Family Day	\$	20,000.00
Budget Table Item 8		
Budget Item *	Amour	nt *
Belyuen & Bachelor Family Day	\$	20,000.00
Budget Table Item 9		
Budget Item *	Amour	nt *
NAIDOC Music Festival - George Brown Botanical Gardens	\$	25,000.00
		·
Total Budget Amount:	\$	250,000.00



# Privacy declaration \*

I acknowledge I have read the Privacy Collection Notice factsheet and I consent to the collection, use and disclosure of my personal information, including sensitive information regarding race and ethnic origins, for the purposes of assessing and processing my application, administering grants, compliance and detection of fraud, research, analysis and for any other purposes listed at paragraph 13.3 of the NAIDOC Local Grants - Grant Opportunity Guidelines, or where disclosure is otherwise authorised or required under the Privacy Act or other law. Where applicable, I confirm that all other parties whose personal and sensitive information is included in this application (e.g. partners, board members) have also consented to the collection, use and disclosure of this information for the same purposes.

To be eligible for this Grant Opportunity you must respond to this question



I acknowledge and consent

# Attachments

### **Bank Account \***

Attach evidence of the applicant's bank account.

LNAC Main Bank Account CEO & CFO signatures 17.2.23.pdf

## Assessment Criteria Evidence of Support

You can attach evidence of support of your assessment criteria in responses such as letters of support and research/statistics, however this is not mandatory.

NAIDOC Calendar 2022 version 9.pdf

## **Consortium Letters of Support**

If you are applying as the lead organisation of a consortium, you must attach letters of support from other consortium members. If multiple letters are to be submitted, scan them into one single document.

# **Applicant Contacts**



# Who is the Applicant's preferred authorised contact person for this Application?

The person must have authority to act on behalf of the Applicant in relation to this Application.

Title *	
Mr	
First Name *	Last Name *
s47F	s47F
Position *	
Chief Executive Officer	
Telephone *	Mobile
s47F	s47F
Email address *	
ceo@larrakia.com	

# Provide an alternate authorised contact for this Application.

This person must also have authority to act on behalf of the Applicant in relation to this Application.

Title *	
Mr	
First Name *	Last Name *
s47F	s47F
Position *	
Chairperson	
Telephone *	Mobile
s47F	s47F
Email address *	
ceo@ntibn.com.au	

OFFICIAL

# Declaration

# Do you have any conflicts of interest that may occur related to or from submitting this application? \*

Yes

No No

## Please read and complete the following declaration.

This Declaration must be signed by an authorised representative of the Applicant (or, if this Application is a joint/consortium Application, an authorised representative of the lead organisation). The authorised representative should be a person who is legally empowered to enter into contracts and commitments on behalf of the Applicant.

I declare that:

- The information contained in this form is true and correct.
- I have read, understood and agree to abide by the Guidelines.
- I have read, understood and agree to the Grant Terms and Conditions, should this Application be successful.
- I agree to receiving a Recipient Created Tax Invoice (RCTI) for this funding, if applicable, should this Application is successful.
- I have read, understood and agree to information provided in this Application as detailed in the Use of Information.
- If and where any personal details of a third party are included, the third party has been made aware of, and given their
  permission for those details to appear in this Application and for their personal information to be shared as detailed in the Use of
  Information.
- I give consent to the National Indigenous Australians Agency to make public the details of the Applicant and the funding received, should this Application be successful.
- I consent to receive correspondence, legal notices, grant agreements and any subsequent letters of variations to the agreement electronically. I understand and agree that my electronic correspondences constitute a valid and legally binding method for interacting under the grant agreement and the Electronic Transactions Act 1999 (Cth).



I understand and agree to the declaration above. \*

I acknowledge that giving false or misleading information to the National Indigenous Australians Agency is a serious offence under Section 137.1 of the Criminal Code Act 1995 (Cth).\*

Full name of Authorised Officer *	Position of Authorised Officer *	Date	
s47F	Chief Executive Officer	17/02/2023	

# Please provide an estimate of the time taken to complete this Application Form, including:

- Actual time spent reading the guidelines, instructions and questions
- Time spent by all employees in collecting and providing the information
- Time spent completing all questions in the Application Form.

Hours	Minutes	
1	30	

A copy of receipt will be sent to: ceo@larrakia.com





Australian Government

National Indigenous Australians Agency

# PROJECT SCHEDULE –

# **GENERAL GRANTS**

# CULTURE AND CAPABILITY PROGRAMME

Executed by

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

AND

#### Larrakia Nation Aboriginal Corporation (ABN 56 531 057 147)

Grant System Agreement number (System ID)	4-G3ZEH1F
Project Schedule reference number (System ID)	4-IO2ZP16
Provider reference number (System ID)	2-DZTO0K

© Commonwealth of Australia 2015

This work is licenced under a Creative Commons Attribution Non-commercial No Derivative Works licence (CC BY-NC-ND), the full terms of which are available at: http://creativecommons.org/licenses/by-nc-nd/3.0/au/legalcode. Requests for other licence rights to this work should be directed to the National Indigenous Australians Agency.

Version:September 2021



#### 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-IO2ZP1A	NAIDOC 2023 – For Our Elders	

### 2. List of Grants

Project ID – Project name	Amount (excl GST)	GST (if applicable)	Total (incl GST)
4-IO2ZP1A - NAIDOC 2023 <b>-</b> For Our Elders	\$200,000.00	\$20,000.00	\$220,000.00
TOTAL	\$200,000.00	\$20,000.00	\$220,000.00

1



### 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 Culture and Capability 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

- Support the expression, engagement and conservation of Indigenous culture.
- Increase Indigenous Australians' participation in the social and economic life of Australia through healing, and strengthening the capability, governance and leadership of Indigenous Australians, organisations and communities.
- Promote broader understanding and acceptance of the unique place of Indigenous cultures in Australian society.
- 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	Larrakia Nation Aboriginal Corporation
Trading name	Larrakia Nation Aboriginal Corporation
ABN, ICN, ACN or other identifier	56 531 057 147

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

### 5. Strengthening Organisational Governance - one-off payment

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 0 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	170	
BSB number		
Account name	JTIU	
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.

ē

- 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 so 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.	
Expenditure	The following information must be provided:	
report	<ol> <li>A Financial Declaration:         <ul> <li>a) verifying that the Grant was expended for the Project and in accordance with the Project Agreement;</li> </ul> </li> </ol>	
	<ul> <li>b) specifying any amount of the Grant that remains unspent for that Financial Year; and</li> </ul>	
	c) certified by the Provider's CEO, Board or authorised officer.	
	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.	
	2. Expenditure Report	
	a) a detailed statement of income and expenditure relating to the Grant; and	
	b) a financial declaration as referred to above.	
	If audited, the report is to be audited in accordance with clauses 55-56 of the Head Agreement.	
	Part 3 of this Project Schedule specifies whether the Expenditure report for a Project is to be unaudited or audited.	



Report	Details
Working with Vulnerable People and Work Health and Safety Statement of Compliance	<ol> <li>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:         <ul> <li>a) Working with Vulnerable People, including children (WWVP); and</li> <li>b) Work Health and Safety (WHS).</li> </ul> </li> </ol>

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-IO2ZP1A - NAIDOC 2023 - FOR OUR ELDERS

#### 2. Project description

2.1 The Provider must deliver the following Project:

#### **Project description**

- The objectives of this Activity are to celebrate the histories, cultures and achievements of First Nations people through a NAIDOC Week activity. The Activity must be in line with the 2023 NAIDOC Week theme, 'For our Elders'.
- 2. Larrakia Nation in partnership with Government, the corporate and non-government sector will deliver events and activities in Darwin and Palmerston including all Town Camps Batchelor and Belyuen. Larrakia people as the Traditional Owners of Darwin and greater region, want to lead all NAIDOC week activities to celebrate the history, culture and achievements of Aboriginal people and share the celebrations for all Territorians to participate and enjoy. Widespread community consultation occurs each year to strategically compile a comprehensive calendar of events to cater for the whole community that focuses on collaboration and strengthening partnerships with the 3 tiers of Government, as well as the private and NGO sector.
- Funding is provided to undertake the Activity according to the requirements outlined in the Grant Opportunity Guidelines and the approved application, or as agreed in writing with the Commonwealth in circumstances where an unanticipated event means the Activity cannot be held as originally approved (for example, local impacts relating to COVID-19, a natural disaster, or Sorry Business).
- 4. The intended outcomes of this Activity are to:
  - a) contribute to the maintenance and strengthening of First Nations' cultural expression and conservation, including recognition of Australia's shared history and valuable First Nations heritage
  - b) support activities that increase the participation of First Nations people in Australian society through healing and improved individual, community and organisational capability and leadership, and/or
  - c) promote the unique place First Nations people and their cultures have in Australian society.
- 5. Where the event may present COVID-19 risk, for example if this is a face-to-face event, the Grantee must deliver the Activity in compliance with all COVID-19 advice and guidance issued by the Commonwealth Department of Health and Aged Care and/or relevant State and Territory agencies which are applicable to the Activity.



### 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	80 per cent of hours worked in the reporting period under the activity, are worked by an Indigenous person. Source: Service Provider.
2.	MKDI.D1 – Employment Numbers	Number of Indigenous people employed and the total number of people employed under the activity (by gender). Source: Service Provider.
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.
6.	D406.01 - Activities	Number of cultural activities held/conducted. Source: Service Provider.
7.	D406.02 – Participants	Number of participants. Source: Service Provider.
8.	D406.03 – Indigenous Participants	Number of Aboriginal and Torres Strait Islander participants.

#### 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 July 2023
Project End Date	31 July 2023

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 – Agreement Manager
Physical / postal address(es) for notices	39-41 Woods Street Darwin NT 0800 PO Box 9932 Darwin NT 0801
Telephone	s47F
E-mail	GMUDarwin@official.niaa.gov.au

Provider	Details	
Contact officer / position for Project	s47F – Chief Executive Officer	
Physical / postal address(es) for notices	76 Dickward Drive Nightcliff NT 0810 PO Box 1098 Nightcliff NT 0814	
Telephone	s47F	
E-mail	ceo@larrakia.com	

#### 6. Location

6.1 The Project is to be delivered at the following location/s:

Organisation venue name	Organisation venue address	Estimated financial Attribution %
Larrakia Nation Aboriginal Corporation	76 Dickward Drive Nightcliff NT 0810	100%

6.2 The Provider warrants that it has the right to access and use all premises required for the purposes of delivering the Project.



### 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
Performance report covering the period [1 July 2023 to 31 July 2023]	30 September 2023
Financial Declaration covering the period [1 July 2023 to 31 July 2023]	31 October 2023

#### 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)
1 June 2023	Upon execution of the Project Agreement	\$200,000.00	\$20,000.00	\$220,000.00
Total Grant payable:		\$200,000.00	\$20,000.00	\$220,000.00

#### 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:





#### **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 (ABN 30 429 895 164) by:

Serica Maduau

(Name of Agency Representative)

(Signature of Agency Representative)

Position of Agency Representative)

(Name of Witness in full)

673 SM 14/6/23

s47F

(Signature of Witness)

Provider

Executed as an agreement:

SIGNED for and on behalf of Larrakia Nation Aboriginal Corporation (ABN 56 531 057 147) in accordance with its rules:

s47F

Chairman

s47F

(Name and position held by Signatory)

(Signature)

S4/

13/6 /2023

13/4/23 0 4/6/23 6 14/6/23

s47F

Director

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

13/6 /2023

OFFICIAL

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



Chief Executive Officer LARRAKIA NATION ABORIGINAL CORPORATION ceo@larrakia.com

Dears47F

#### ACQUITTAL ADVICE

I am writing to advise you of the acquittal outcome outlined in the table below.

An analysis of the financial acquittal documentation has been carried out to determine if the funding objectives have been achieved and that all funds have been accounted for in accordance with your Grant Agreement.

The following acquittal action has been taken in respect to the above activity resulting in the funds being acquitted as fully expended:

Activity ID	4-IO2ZP1A	
Project Title	ect Title NAIDOC 2023 FOR OUR ELDERS	
Programme	amme 1.4 - Culture and Capability – NAIDOC Grants	
Acquittal Period 1/07/2022 to 30/06/2023		

Financial Acquittal Details	Amount
Funding released for year	\$200,000.00
Prior year funds carried over	\$0.00
Prior year funds with offset carried over	\$0.00
Prior year overspend carried over	\$0.00
Activity generated income - interest	\$0.00
Activity generated income - other than interest	\$0.00
Total Value of Funds Acquitted for period ending 30/06/2023	\$200,000.00
Actual Approved Expenditure	\$200,000.00
Acquittal Balance	\$0.00
(Positive Value if Underspend, Negative Value if Overspend)	

Outcome	Comments (if applicable)	Approved Amount (ex GST)
Fully expended		\$0.00

Although we have acquitted funds we may still seek return of those funds or pursue other remedies if it is later discovered that the funds were not used in accordance with your Grant Agreement.

Should you have any queries in regard to the above please do not hesitate to contact s47F on s47F or s47F @official.niaa.gov.au

OFFICIAL

1



OEFICIAL



#### s47F

GMU Central | Grants Management Unit | Grants and Finance National Indigenous Australians Agency

1/12/2023

2

OFFICIAL





Australian Government

National Indigenous Australians Agency



# 2023 NAIDOC Local Grants Opportunity

Submission Reference: HQHQW57

# **Application Information**

The objectives of the program are to promote:

- The expression, engagement and conservation of First Nations' cultures
- First Nations peoples' participation in the social and economic life of Australia, and
- Broader understanding and acceptance of the unique place of First Nations' cultures in Australian society.

The intended outcomes of the program are to:

- Contribute to the maintenance and strengthening of First Nations peoples' cultural expression and conservation, including recognition of Australia's shared history and valuable First Nations' heritage
- Support activities that increase the participation of First Nations peoples' in Australian society through healing and improved individual, community and organisational capability and leadership, and
- Promote the unique place First Nations people and their cultures have in Australian society.

For information about how the National Indigenous Australians Agency (NIAA) manages personal information in the administration of its grants, please see the Grants and Funding page of the NIAA website - https://www.niaa.gov.au/indigenous-affairs/grants-and-funding. General information about the NIAA's privacy policies is also included below.

# Grant Round Administration

This grant round is being administered by the National Indigenous Australians Agency.

# Closing Date/Time

Applications must be submitted by 9:00pm Australian Eastern Daylight Time (AEDT) Friday 17 February 2023.

**OFFICIAL** 

# Making Sure Your Application is Saved

Upon exiting the form please ensure that you use the 'Save and Close' button. The 'Continue' button should only be used as you intend to progress through the form. For your Application to be saved when exiting, you will need to click on:

- 'Save and Close', and
- 'Confirm'.

You will know that your application is saved when you are taken from the current form process to the 'Form Saved' page.

Note that the 'Save and Close' button will ask that you 'Confirm' that you wish to save the Application, which you must do to complete the save process. If this is not done, your Application will not be saved.

You can return to your Application with the data saved using the link on the 'Form Saved' page that says 'Click here to return to your form' and confirming your submission reference ID details.

# Grant Opportunity Documents

Read all information in the Grant Opportunity Documents before completing this Application Form. The Grant Opportunity Documents are available on the https://www.grants.gov.au/ $\square$  and https://www.niaa.gov.au/indigenous-affairs/grants-and-funding/ $\square$  websites. Applications will be assessed using the process outlined in the Guidelines.

# **Application Help**

Information about the Application process is available on the https://www.grants.gov.au/

Applicants must submit any questions relating to the Program or this Application process in writing to NAIDOCgrants@niaa.gov.au  $\Box$ . Applicants may submit these questions up until five business days prior to the Closing Time and Date. A response will be provided within five business days.

Applicants may direct any general enquiries, requests for technical help or support in using and/or submitting the Application Form by:

- Phone 1800079098
- Email to NAIDOCgrants@niaa.gov.au

# Attachment Limits

This Application Form allows users to attach files to support their application. You must provide an attachment where indicated. Use the 'Upload File' button to select your file from a local drive.

Accepted file types: .bmp, .doc, .docx, .gif, .jpeg, .jpg, .msg, .pdf, .png, .pps, .ppt, .ptx, .txt, .xls, .xlsb, .xlsx.

**Note**: There is a 2048.0KB limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

FOI/2324/041



# Sharing this Form

More than one person should not access this form at the same time. If this is done there is a risk that information entered in the form may be lost and not transferred upon submission. If you wish to share this form and access details, please ensure that only one user edits the form at any given time.

To avoid any issues with your submission, ensure each contributor has completed their updates, saved their changes and exited the form prior to another person accessing the same form.

# Submission Reference ID

Each Application Form is allocated a unique Submission Reference ID. Each time this Application is accessed you will be required to use this Submission Reference ID.

# Submitting Application Form

Once you have completed this Application Form, you must submit it electronically by using the submission section at the end of this form.

Please note: there may be short, scheduled outages to systems as part of regular information technology maintenance that may affect submission of this form. Notification of these outages will be on the website.

Following submission, a message with your Submission Reference ID will appear on your screen and you will be provided a PDF receipt of your submission via email you are also able to send a receipt to an additional email address of your choosing. Please save this email receipt for future reference and use it is all correspondence about this application.

Note: Applications will be assessed using the process outlined in the Grant Opportunity Documents. Applicants will be notified of the grant funding outcome on completion of the assessment process.

# National Relay Service (NRS)

The National Indigenous Australians Agency uses the NRS to ensure our contact numbers are accessible to people who are deaf or have a hearing or speech impairment. Please phone 133677 to access the NRS.



# Australian Tax Office Reporting

The National Indigenous Australians Agency will need to report details of payments made to the Australian Taxation Office (ATO) as part of the taxable reporting obligations for government entities.

In general terms, the types of payments to be reported to the ATO are:

- Payments made for grants to entities with an Australian Business Number (ABN)
- Payments made for services.

If you receive a payment from the Department that meets the ATO criteria, it will be reported to the ATO as part of the Taxable payments annual report.

Further information is available on the Australian Taxation Office <sup>□</sup> website.

# Privacy

The National Indigenous Australians Agency, supported by the Community Grants Hub, uses an integrated Smartform service assisted by the Department of Industry, Science and Resources on www.business.gov.au

If you are providing information to access a non-Department of Industry, Science and Resources program, that information will not be accessed by Department of Industry, Science and Resources employees. The only exception to this is where Senior Analysts within the Department of Industry, Science and Resources require access to your information for the sole purpose of troubleshooting technical errors. Where this occurs Senior Analysts will only access the data with permission and at the request of client agencies.

The National Indigenous Australians Agency, supported by the Community Grants Hub, will be able to access the Application as part of the form support services.

By submitting the Application you acknowledge that the information provided in the Application may be shared with other Commonwealth and law enforcement agencies for the prevention and detection of fraud.

For more information about how the Department of Industry, Science and Resources protects your privacy and personal information, please see the Department of Industry, Science and Resources' Privacy Policy . The Community Grants Hub Privacy Policy and WCaG Accessibility Information and the National Indigenous Australians Agency Privacy Policy should also be read and understood.



# Use of Information

Your Submission Reference is:

HQHQW57

Please send yourself a link to this saved form by entering your email address below. This email will detail your Submission Reference, the date and time this application process will close, and a link to access your saved form.

If you have any questions relating to this Application phone 1800079098 or email NAIDOCgrants@niaa.gov.au

Your email	address *	
s47F	@mkac.com.au	
Confirm yo	our email address *	
	@mkac.com.au	

#### **Use of Information**

The National Indigenous Australians Agency may use the information, other than personal information, provided in this Application Form to assist it to:

- Comply with the Australian Government requirement to publish the details of all grant recipients on the GrantConnect website
- Inform staff negotiating and establishing Grant Agreements of risks and issues that need to be addressed in the Grant Agreement for that program
- Inform future assessments for Applications.

All information including personal information provided in this Application may be shared with other Commonwealth and law enforcement agencies for the purpose of preventing and detecting fraud. This includes personal information of any third party provided in this Application.

You can only apply if you agree to the use of the information you provide in this form for the purposes listed above.

Check this box if you agree to the use of the information you provide in this Application Form.

I agree \*

# Existing Grant Recipient

#### Is the Applicant an existing Grant Recipient? \*

No

No

If you require assistance, please call 1800079098.

Yes

# **Applicant Details**

#### Are you applying as a Trustee on behalf of a Trust? \*

Note: The Trustee will enter into a Grant Agreement with the Department (should the applicant be successful).

Yes 🕥 No

#### Does the Organisation have an Australian Business Number (ABN)? \*

Yes

FOI/2324/041

Enter the Organisation's ABN into the Australian Business Number (ABN) field and click the Validate ABN button to retrieve your registration details.

ABN \*

83 343 979 387

Enter the ABN Branch Number relevant to the Organisation's ABN, if applicable. This is limited to 3 digits.



Note: If the details displayed are out of date or incorrect, please update them now via the Australian Business Register website  $\Box$  then re-enter and validate the ABN.

Australian Company Number (ACN) / Australian Registered Body Number (ARBN)

#### Legal/registered entity name \*

Moorditj Koort Aboriginal Corporation

If you have Business Names registered, you can select the relevant Business Name. If you have not registered your Business Name, you can either select "Same as Legal Entity" or "Other" in the "registered business name" field. If "Other" is selected, you will be asked to provide the Organisation's registered business name in another field that will become available.

Business name of the Organisation \*

Same as Legal Entity

Date of Registration

04 May 2012

Australian Business Register (ABR) provided Entity Type

Other Incorpo	rated Entity
State	Postcode
WA	6167
GST Re	egistered - Checkbox is tick



Registered as Charity - Checkbox is ticked if the Organisation is registered as a charity with the Australian Charities and Notfor-profit Commission (ACNC).

Does the Organisation have any of the following types of Incorporation Number: Australian Company Number (ACN), Australian Registered Business Number (ARBN), Registration Number, Indigenous Corporation Number (ICN), Incorporated Association Number (IAN)? \*

Note:

An ACN (Australian Company Number) is a nine-digit number issued by the Australian Securities and Investments Commission (ASIC). It is a unique identifier purely for companies incorporated under the Corporations Act 2001 of the Commonwealth.

An ARBN (Australian Registered Body Number) is a nine-digit number issued by the Australian Securities and Investments Commission (ASIC). Some organisations can only conduct business in their 'home' state or territory. By becoming a registered Australian body, these organisations can trade throughout all states and territories within Australia.

A Registration Number is a form of Incorporation Number for a Cooperative that has been established and/or registered under the relevant legislation in the State or Territory in which they were formed.

An ICN (Indigenous Corporation Number) is a number issued by the Office of the Registrar of Indigenous Corporations under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 – CATSI Act.

An IAN (Incorporated Association Number) is a number given to an Incorporated Association that has been incorporated or registered under the relevant incorporated associations legislation in the State or Territory in which they were formed.



### Enter the Organisation's Incorporation Number/s. \*

No

ACN	ARBN	
ICN	Registration Number	
7702	ORIC	
IAN		

### What is the registered business address and main contact details of the Applicant?

The business address must be completed in full and not be a PO Box. For example: Level 1 Main Building 220 Business Street Canberra City ACT 2601.

Note: the address fields accept the characters of A to Z, 0 to 9, ()., '-/, all other characters including carriage returns are not accepted.

Please note that if an Applicant selects 'Unable to validate' following an initial failed validation attempt, the Department will use this non-validated address for correspondence.

Floor / Building; Unit; Apartment

I

Street number, name and	type *		
150 Gilmore Avenue			
Suburb/Town *	State *	Postcode *	0
MEDINA	WA	6167	Address Validated
Unable to validate	e		
Main Telephone *			
0861747000			
Main email address *			
info@mkac.com.au			
Webaddress			
https://www.moorditjko	ort.com.au/		

### What is the postal address of the Applicant?

The postal address must be completed in full. For example: Level 1 Main Building 220 Business Street Canberra City ACT 2601.

Note: the address fields accept the characters of A to Z, 0 to 9, ()., '- /, all other characters including carriage returns are not accepted.



Same as business address above



# What is the Applicant's financial email address for the receipt of National Indigenous Australians Agency payment advice should the Application be successful? \*

You must respond to this question. 350 character limit.

The email address must be entered in a valid format without spaces (eg. example@business.com.au).

Payment advice includes Recipient Created tax invoices (RCTIs).

accounts@mkac.com.au

### Does the Applicant operate as not-for-profit? \*

For eligibility requirements, refer to the Guidelines.

For further details about not-for-profit organisations refer to the Australian Tax Office website .

You must respond to this question.

Select 'No' if the Applicant operates for profit.

Select 'Yes' if the Applicant operates as not-for-profit.

No



### **Eligibility Requirements**

### What is the Applicant's entity type?

For a list of eligible entity types, refer to the Guidelines.

If you are unsure about the Applicant's entity type, please seek professional advice (e.g. from your lawyer or accountant) or refer to the Australian Business Register website for further information.

You must respond to this question. Choose the entity type that is relevant to the Applicant from the list.

Indigenous Corporation

### Is the Applicant able to provide documentation to support the entity type?

You must respond to this question.

If yes is selected you will be required to provide documentation to support the legal entity.

NOTE: There is a maximum of two attachments for this question if the response is Yes.

No



Please provide your supporting documentation. \*

01 ICN 7702 Moorditj Koort Aboriginal Corporation Rule Book passed by ORIC on 1 No...

BSI ISO 9001 Certificate of Registration.pdf

### Permanent resident of Australia?

If you are applying as a Person (Individual), you must be a permanent resident of Australia to apply for this grant opportunity. Confirm that you are a permanent resident of Australia.

Please select the most appropriate option.



Yes - I confirm I am a permanent resident of Australia.

No - I am not a permanent resident of Australia (please note: you are not eligible to apply)

N/A - not applying as an entity type of "Person"

### Commonwealth agreement compliance \*

Do you have any outstanding compliance issues with Commonwealth agreements?

If yes, are you working towards rectifying any issues?

Applicants are required to advise NIAA if they have outstanding compliance issues with Commonwealth agreements. If an applicant has outstanding compliance issues, an applicant may be ineligible if unresolved or not in the process of rectifying at the time of application.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, (), . '& - /\@, other characters and formatting are not accepted.





### Child safety statement \*

Can you confirm that, having made diligent inquiries, you have reasonable grounds to believe that the organisation itself, and staff working with children on behalf of your organisation in relation to the project or activity:

- Comply with relevant legislation relating to requirements for working with children in the jurisdiction in which the projects or activities are delivered.
- Have complied with relevant legislation in their jurisdictions relating to mandatory reporting of suspected child abuse and neglect as required or otherwise defined by state or territory legislation.

You must respond to this question.

Please select the most appropriate option.

Yes - I can confirm



N/A - the project does not provide services directly to, or involve contact with children



### Working with vulnerable persons \*

If your project or activity involves working with vulnerable persons, do you or your staff have the appropriate qualifications and/or working with vulnerable persons checks to deliver the project or activity you are applying for?

It is the responsibility of your organisation to ensure that anyone working directly with vulnerable people has appropriate qualifications and registrations under relevant state or territory legislation.

You must respond to this question.

Please select the most appropriate option.



N/A - the activity does not involve vulnerable persons

### Governance

### **Relevant Persons \***

Has any senior official or person to be involved in delivering the project or activity been involved in any of the following events in the last 5 years?

You must tick at least one of the boxes below.

You may be contacted to provide more information and documentation in relation to these events.

н	
L	J
-	-
т	- 1

Governance Investigation of relevant person(s).

Litigation against relevant person(s) including judgement debts.

Any business failure of relevant person(s) including business failure of entities in which they hold, or held at the time of the event, a management or board position. Examples of a business failure include a Court Ordered or a Creditors Voluntary Administration Liquidation, External Administration, or Receivership.

٢	
۲	Ξ.
L	

Bankruptcies of relevant person(s).

Bankruptcy proceedings, including part IX Debt Agreements or Part X Insolvency Agreements, against relevant person(s).



V

그 때마다는 사람이 있는 것이 같은 것이 많다. 소리는 것이다.

None of the above apply and there is no adverse information on any relevant person associate with this entity.

ō

### Reportable Events \*

Select the appropriate box(es) that relate to any events to which your entity may have been subjected in the last 5 years.

You must tick at least one of the boxes below.

You may be contacted to provide more information and documentation in relation to these events.

	Governance Investigation of your organisation or related entities.
ň	Litigation or liquidation proceedings.
ň	A contract with your entity terminated by the other party.
ň	Contingent liabilities of a material amount.
ň	Overdue tax liabilities.
ŏ	Factors which might impact on your entity. For example, pending significant litigation, business commitments, collections by debt collection agencies on behalf of creditors, or potential liquidation proceedings.
	Any significant change in your entitys financial position not reflected in the financial statements provided.
	Any other particulars which are likely to adversely affect your capacity to undertake this project.
	None of the above events apply and there is no adverse information on my entity.
Doe	es the Applicant have the following documents?
Note:	You may be required to provide copies of the above documentation within 7 days upon request.
1. Doc	umented organisational and financial policies and procedures. *
$oldsymbol{igo}$	Yes No
2. Busi	ness plan and/or strategic plan. *
igodot	Yes No
3. Risk	k management plan. *

Yes

O No

### Project/Activity Details



### Provide a short title of your Application for this Project/Activity.

NOTE: This field accepts the characters of A to Z, 0 to 9, ()., -/\@, all other characters including carriage returns are not accepted.

NAIDOC Dinner celebrating For Our Elders

(Limit: approx 38 words, 250 characters)

40 characters of 250 used

### Provide a brief description of your project or the services to be delivered and how it will contribute to the objectives outlined in the Grant Opportunity Guidelines.

Question Instructions:

- The response should be easy to understand and written in plain English. Try not to use technical terms, acronyms, or lingo.
- Your response should be a stand-alone summary of your project, or explain how you will implement the services detailed in the Grant Opportunity Guidelines.
- The description may be used as part of our application review, and may be copied or published for reporting or grant agreement purposes.

Each year, Moorditj Koort hosts an annual event for NAIDOC week that showcases and celebrates the theme of the year.

This year, as the theme is "for our Elders" we will be hosting a dinner for the community that will celebrate the Elders of our community and showcase their experience, talents and contributions to their people, their culture and the social and economic makeup of Australia. The event will provide catering and, entertainment by local Indigenous artists to promote their work. Previous NAIDOC events have attracted an attendance of 250 and we predict similar numbers for the proposed event.

By showcasing our Elders and sharing cultural knowledge, we expect the event to stimulate interests in younger ATSI people to engage in and contribute to their cultures similarly and; demonstrate the value of Aboriginal culture to the broader community, thus contributing to the IAS Cultural and Capability Program Outcomes.

(Limit: approx 150 words, 1,000 characters)

935 characters of 1,000 used



### In which service area/s is the Applicant proposing to deliver the Project/Activity? \*

#### Instructions:

- The Service Area Type field below indicates the service areas relevant to this grant opportunity.
- If applicable, choose the relevant state/territory to view the available service areas.
- Tick the applicable service area/s where you are proposing to deliver this project/activity.
- Untick the selected service area/s to remove selection.

#### **IMPORTANT NOTE:**

You may only select 40 service areas per form. If you wish to apply for more services areas, a separate form/s will need to be completed.

#### Selected service area/s \*

- Kwinana Central, WA
- Cockburn Central, WA
- Midland Viveash, WA
- Solution Northam, WA
- Rockingham Central Coast, WA



### Proposal Start Date \*

What is the planned start date for the proposal?

You must respond to this question

Use the calendar icon or type in the field using the format dd/mm/yyyy

08 Jul 2023

### Proposal End Date \*

What is the planned end date for the proposal?

You must respond to this question

Use the calendar icon or type in the field using the format dd/mm/yyyy

08 Jul 2023

### **Delivery Location**

In which location will the proposed project or activity be delivered?

If multiple locations, please only identify one main location where NAIDOC project or activity will be delivered.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, (), . ' & - / \@, other characters and formatting are not accepted.

Location Name \*

Moorditj Koort Aboriginal Corporation

Floor / Building; Unit; Apartment

Street number, name and type \*

150 Gilmore Avenue		
Suburb/Town *	State *	Postcode *
MEDINA	WA	6167

No record found. Please select 'Unable to validate' if the address cannot be verified.

Unable to validate



### Face to Face events - Social Distancing and COVID-19 \*

Does your project or activity require face-to-face delivery or is it likely to result in a public gathering? If yes, please outline how you will ensure the project or activity will meet government advice and regulations for managing the risks associated with COVID-19, including social distancing requirements.

<u>Note:</u> Projects or activities must be delivered in alignment with relevant government and health advice to limit the risk of transmission of COVID-19, particularly with respect to protecting Elders and those with chronic health issues. Before commencing a project or activity, it is your responsibility to develop a COVID-19 Risk Management Plan. The Risk Management Plan should include any potential risks associated with the delivery of a project or activity, and identify the strategies that you will put in place to minimise those risks. Upon request, you may be required to provide evidence that you have a COVID-19 Risk Management Plan in place.

#### You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, (), . '& - / @, other characters and formatting are not accepted.



Provide your response. \*

A Risk Management Plan and Covid-19 Service Policy and Procedures (relevant to State and Federal legislations and advice) are currently in place and will be implemented to deliver the event. Additionally, Moorditj Koort creates a COVID-19 Risk Management Plan customized for each event we host which will be implemented for the event. Prior to the event, local condition will be monitored to stay informed of any possible spikes in infections and attendees will be provided information on relevant guidelines and protocols before and during the event. Hand sanitizers and face masks will be provided at the event as well as implementing relevant social distancing guidelines and conducting temperature checks as necessary.

(Limit: approx 300 words, 2,000 characters)

722 characters of 2,000 used

### Financials

Provide a breakdown of the requested grant funding for each previously selected service area/s. \*

2022-2023 (exc GST) *	
\$	5,000.00
Total funding	
\$	5,000.00
Approx. % of Total	
	20



5,000.00
unding
5,000.00
x. % of Total
20
land - Viveash, WA
2023 (exc GST) *
5,000.00
unding
5,000.00
x. % of Total
20
tham, WA
2023 (exc GST) *
2023 (exc GST) * 5,000.00
5,000.00
5,000.00 Funding 5,000.00
5,000.00
5,000.00 Funding 5,000.00 x. % of Total 20
5,000.00 funding 5,000.00 x. % of Total
5,000.00 Funding 5,000.00 x. % of Total 20
5,000.00 iunding 5,000.00 x. % of Total 20 ekingham - Central Coast, WA
5,000.00 unding 5,000.00 x. % of Total 20 kingham - Central Coast, WA 2023 (exc GST) *
5,000.00 Funding 5,000.00 x. % of Total 20 Exkingham - Central Coast, WA 2023 (exc GST) * 5,000.00
5,000.00 iunding 5,000.00 x. % of Total 20 <b>kingham - Central Coast, WA</b> 2023 (exc GST) * 5,000.00 iunding 5,000.00
5,000.00 Funding 5,000.00 x. % of Total 20 Exkingham - Central Coast, WA 2023 (exc GST) * 5,000.00 Funding



#### Summary

2022-2023 Total

\$	25,000.00
Total fu	Inding
\$	25,000.00

### Provide bank account details for receipt of grant payments should the Application be successful.

You must respond to this question.

Bank account details for the receipt of payments:

- BSB Number: Enter the BSB number for the Applicant's nominated bank account. Must be 6 digits only. Do not enter spaces or other characters.
- Account Number: Enter the account number for the Applicant's nominated bank account. Must be 2 to 9 digits only. Do not enter spaces or other characters.
- Account Name: Enter the account name for the Applicant's nominated bank account. The account name should be as it appears on the bank statement. 60 character limit. The character count includes letters, numbers, spaces, paragraph marks, bullet points etc. NOTE: This field accepts the characters of A to Z, 0 to 9, ()., '&-/\@, all other characters including carriage returns are not accepted.

s47G s47G Account Name *	BSB number *	Account number *
	s47G	s47G
s47G	Account Name *	
	s47G	

### Assessment Criteria

### Criterion 1: Need and community involvement \*

You should demonstrate this by identifying how the project or activity:

- Aligns to the 2023 National NAIDOC Week theme: 'For our Elders', and
- Supports the Australian Government's commitment to celebrate, support, and raise awareness of First Nations' cultures and histories within the wider community.

#### You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, (), . ' & - / @, other characters and formatting are not accepted.

At Moorditj Koort, we have a vision of a just and inclusive society in which all Aboriginal people are respected and valued for their culture, history and contribution to contemporary and in which those rights are recognised, respected, protected and fulfilled. Our purpose is to continue recognising the strength, value, and diversity of Aboriginal culture to inform our work and our work with others and empower Aboriginal people to participate fully in society as equal partners with others.

In keeping with the theme and the Grant Opportunity Guidelines; the event is a community dinner celebrating Elders by highlighting their experience, talent and contributions to their culture, community and Australia. The event will be organised with the support and guidance of our Board comprised of Elders of our community and will be marketed to the greater Perth community with a focus on community members and Elders from our main service areas in Kwinana, Rockingham, Cockburn, Midland and Northam. This event is an opportunity for the Aboriginal and broader community to honour the demonstrated capability, leadership and significant achievements of our Elders. In doing so, we aim to raise awareness and cultural knowledge of the wider community and encourage younger Aboriginal community members to emulate their Elders.

(Limit: approx 300 words, 2,000 characters)

1,325 characters of 2,000 used



### Criterion 2: Cultural competence \*

You should demonstrate this by:

• Explaining your capacity to deliver quality, culturally competent projects or activities for the target community/ies or group/s.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, (), . ' & - / @, other characters and formatting are not accepted.

Moorditj Koort Aboriginal Corporation is an Aboriginal Community Controlled Health Organisation not-for profit organization. Our board is made of a majority of community Elders and our workforce is currently made up 97% Aboriginal people employed across 4 work sites, Kwinana, Cockburn, Midland and Northam. We are dedicated to our community and learning what the community prioritises and we aim to build the capacity of the community through our work. We also have excellent rapport and regularly partner with other Aboriginal services in the sector.

We have organised and delivered several community events including an annual NAIDOC event that is received very positively by the community. Our established position within the Aboriginal community, paired with our experience delivering successful community events and our dedication to representing the communities voice by our majority Aboriginal workforce will ensure Moorditj Koort will be able to deliver a culturally competent event.

(Limit: approx 300 words, 2,000 characters)

993 characters of 2,000 used

### Criterion 3: Organisational capability \*

You should demonstrate this by describing how:

- · Your resources and capability will support you to deliver high quality projects or activities, and
- The risks associated with the proposed activity, including work, health and safety risks, will be managed.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, (), . ' & - / @, other characters and formatting are not accepted.

Moorditj Koort has hosted many NAIDOC events in the past and have partnered with many other Aboriginal organisations to deliver their events. We have past experience in successfully delivering large scale events in the community that have been received well by both attendees and partners. Our staff are skilled in planning events that align with relevant timelines, budgets, logistics and have knowledge necessary to execute the event and plan any contingencies required. We have appropriate human and infrastructure resources that ensures performance requirements are met and implement and maintain a QMS that continually improves the effectiveness of these resources. We have completed our ISO-9001 Accreditation Audit, this enables MKAC to be eligible to receive current and future grant funding and implement consistent quality control processes.

Like any event we organise, we would manage any risks associated with the event by conducting a risk assessment and develop a risk management plan. Through our organisational policies, Risk Management Plan and any COVID-19 government guidelines, we would implement risk management measures and continuously monitor and review to ensure all existing and new risks are identified and managed effectively.

(Limit: approx 300 words, 2,000 characters)

1,256 characters of 2,000 used

### Criterion 4: Delivering outcomes \*

You should demonstrate this by:

• Providing evidence that the proposed activity can deliver the intended outcomes for the target community/ies or group/s.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, (), . ' & - / @, other characters and formatting are not accepted.

By celebrating and highlighting the lives and contributions of our Elders to their community and Australian society we will be providing an opportunity for attendees to engage with Aboriginal culture and knowledge as well as encouraging education and raising awareness of the broader community on Indigenous history and contemporary issues. The event will be executed in collaboration and with the guidance of elders and members of the community to ensure the event is culturally respectful. To cater the event, our aim will be to employ Indigenous creatives and small businesses to provide a platform for their cultural expression and promote the contribution of Indigenous people towards Australian society and economy.

**OFFICIAL** 

(Limit: approx 300 words, 2,000 characters)

721 characters of 2,000 used

### Additional Information

ē

FOI/2324/041

### **Compliance** \*

In the last 6 years, has any person to be involved in delivering the activity or any senior official in your organisation been the subject of any criminal proceedings (regardless of outcome) or the subject of a formal complaint by an individual or authorised entity?

You must respond to this question.

Please select the most appropriate option.



### Organisational Membership/Ownership

What percentage of your organisation's owners identify as First Nations people? (Owners may include members, shareholders or equivalent)

This number must be entered as a percentage.

For example, if your organisation has 3 First Nations owners out of a total 10 owners please enter '30'.

This question is optional, however if you choose not to provide NIAA with your information, you may not receive preference when NIAA is deciding which organisations to fund (please see paragraph 8.2 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

This field accepts numeric characters only.

100.00

### **Organisational Board/Management Committee**

What percentage of your organisation's controlling body identify as First Nations people? (Controlling body refers to your Board of Directors, Management Committee or equivalent)

This number must be entered as a percentage.

For example, if your organisation has 3 First Nations board members out of a total 10 board members please enter '30'.

This question is optional, however if you choose not to provide NIAA with your information, you may not receive preference when NIAA is deciding which organisation it will fund (please see paragraph 8.2 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

This field accepts numeric characters only.

-	00	00
	( )( )	()()
	00	.00
1	00	.00

### Organisational Management

What percentage of your organisation's management identifies as First Nations people? (Management refers to those responsible for the day-to-day running of your organisation - e.g. CEO, operations manager, Chief Finance Officer etc.)

For example, if your organisation has 3 First Nations managers out of a total 10 managers please enter '30'.

This question is optional, however if you choose not to provide NIAA with your information, you may not receive preference when NIAA is deciding which organisation it will fund (please see paragraph 8.2 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

This field accepts numeric characters only.

85.00

FOI/2324/041



### **First Nations Employees**

What percentage of the organisation's employees who will work on this activity are expected to be First Nations people?

For example, if your organisation has 3 First Nations employees out of a total 10 employees please enter '30'.

This question is optional, however if you choose not to provide NIAA with your information, you may not receive preference when NIAA is deciding which organisation it will fund (please see paragraph 8.2 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

This field accepts numeric characters	only.
---------------------------------------	-------

- 0	nn	

### Consortium Applications (including joint, partnership or auspice applications) \*

Does the Applicant plan to deliver the Project/Activity as the lead organisation as part of a consortium?

You must respond to this question.

Please select the most appropriate option.

Yes No

If the Application is successful, the Applicant will be offered a Grant Agreement as the lead agency and held liable for all obligations contained in the Grant Agreement's Terms and Conditions. This includes monitoring, management, financial performance, service outcomes and insurance coverage.

The panel of consortium members does not enter into a Grant Agreement. The Applicant should obtain agreement prior to submitting this Application.

Further evidence of the consortium arrangements may be sought from successful Applicants prior to the signing of the Grant Agreement.

### Subcontractor Arrangements \*

Does the Applicant plan to deliver the Project/Activity using subcontractors?

You must respond to this question.

Please select the most appropriate option.



0

Have you confirmed the subcontractor arrangements that will be used. \*

No

Yes ALL subcontractor arrangements have been confirmed.

Yes SOME subcontractor arrangements have been confirmed.



If the Application is successful, the Applicant will be offered a Grant Agreement as the lead agency and held liable for all obligations contained in the Grant Agreement's Terms and Conditions. This includes monitoring, management, financial performance, service outcomes and insurance coverage.

Subcontractors do not enter into a Grant Agreement. The Applicant should obtain agreement prior to submitting this Application.

Further evidence of the subcontractor arrangements may be sought from successful Applicants prior to the signing of the Grant Agreement.



### **Other Funding \***

Will the Activity rely on any contributions other than those requested in this Application (including commercial borrowings, donations and cocontributions)?

You must respond to this question.

Please select the most appropriate option.



O No

If Yes, provide details of other contributions which will be relied upon to complete this Activity.

Please note that you may be requested to provide letters of support or other forms of evidence before your Application is considered further in the assessment process.



_	_	
	$\mathbf{c}$	
сл		IAI
<u> </u>		

Document 3(e) Doc 1

City	of Kwinana Community Event Grants		
	approx 38 words, 250 characters)		38 characters of 250 use
Amou	nt of Funding(exc GST) *	Can this proposal proceed without this funding? *	
\$	5,000.00	Yes	
Has fu	unding been secured? *		
Unc	onfirmed		
	Funding Item 2 e of funding (List a maximum of 10) *		
City	of Rockingham Community Events Grant		
(Limit: e	approx 38 words, 250 characters)		41 characters of 250 use
Amou	nt of Funding(exc GST) *	Can this proposal proceed without this funding? *	
\$	5,000.00	Yes	
⊔oc fi		4 p	
i las iu	unding been secured? *		
Unc Other	onfirmed Funding Item 3		
Unc Other Sourc Atte	onfirmed	or previous events (for 250 attendees)	94 characters of 250 us
Unc Other Sourc Atte	onfirmed Funding Item 3 e of funding (List a maximum of 10) * ndee contributions (tickets) based on calculations fo		94 characters of 250 us
Unc Other Sourc Atte	onfirmed Funding Item 3 e of funding (List a maximum of 10) * ndee contributions (tickets) based on calculations for approx 38 words, 250 characters)	or previous events (for 250 attendees) Can this proposal proceed without this funding? * No	94 characters of 250 use
Unc Other Sourc Atte ( <i>Limit: e</i> Amou <b>\$</b>	onfirmed Funding Item 3 e of funding (List a maximum of 10) * Indee contributions (tickets) based on calculations for approx 38 words, 250 characters) Int of Funding(exc GST) *	Can this proposal proceed without this funding? *	94 characters of 250 us
Unc Other Sourc Atte (Limit: # Amou \$ Has ft	onfirmed Funding Item 3 e of funding (List a maximum of 10) * ndee contributions (tickets) based on calculations for approx 38 words, 250 characters) nt of Funding(exc GST) * 15,000.00	Can this proposal proceed without this funding? *	94 characters of 250 use
Unc Other Sourc Atte (Limit: # # Amou \$ Has fu Unc Other	onfirmed Funding Item 3 e of funding (List a maximum of 10) * ndee contributions (tickets) based on calculations for approx 38 words, 250 characters) nt of Funding(exc GST) * 15,000.00 unding been secured? *	Can this proposal proceed without this funding? *	94 characters of 250 us
Unc Other Sourc Atte (Limit: 2 Amou Amou \$ Has fL Unc Other Sourc	onfirmed Funding Item 3 e of funding (List a maximum of 10) * ndee contributions (tickets) based on calculations for approx 38 words, 250 characters) nt of Funding(exc GST) * 15,000.00 unding been secured? * onfirmed Funding Item 4	Can this proposal proceed without this funding? *	94 characters of 250 us
Unc Other Sourc (Limit: e Amou \$ Has fu Unc Other Sourc In-k	onfirmed Funding Item 3 e of funding (List a maximum of 10) * ndee contributions (tickets) based on calculations for approx 38 words, 250 characters) nt of Funding(exc GST) * 15,000.00 unding been secured? * onfirmed Funding Item 4 e of funding (List a maximum of 10) *	Can this proposal proceed without this funding? *	94 characters of 250 us 94 characters of 250 us 71 characters of 250 us
Unc Other Sourc Atte (Limit: c Amou \$ Has fu Unc Other Sourc In-k	onfirmed Funding Item 3 e of funding (List a maximum of 10) * ndee contributions (tickets) based on calculations for approx 38 words, 250 characters) nt of Funding(exc GST) * 15,000.00 unding been secured? * onfirmed Funding Item 4 e of funding (List a maximum of 10) * ind contributions from Moorditj Koort staff for Event	Can this proposal proceed without this funding? *	
Unc Other Sourc Atte (Limit: c Amou \$ Has fu Unc Other Sourc In-k	onfirmed Funding Item 3 e of funding (List a maximum of 10) * ndee contributions (tickets) based on calculations for approx 38 words, 250 characters) nt of Funding(exc GST) * 15,000.00 unding been secured? * onfirmed Funding Item 4 e of funding (List a maximum of 10) * ind contributions from Moorditj Koort staff for Event approx 38 words, 250 characters)	Can this proposal proceed without this funding? * No Organisation.	
Unc Other Sourc (Limit: e Amou \$ Has ft Unc Other Sourc In-k (Limit: e Amou \$	onfirmed         Funding Item 3         e of funding (List a maximum of 10) *         ndee contributions (tickets) based on calculations for         approx 38 words, 250 characters)         nt of Funding(exc GST) *         15,000.00         unding been secured? *         onfirmed         Funding Item 4         e of funding (List a maximum of 10) *         ind contributions from Moorditj Koort staff for Event         approx 38 words, 250 characters)         nt of Funding(exc GST) *	Can this proposal proceed without this funding? * No Organisation. Can this proposal proceed without this funding? *	



**Total funding Amount:** 

\$

29,000.00

### Budget

Provide a breakdown of costs and funding for the project/activity period. Make sure they are eligible in scope items as set out in the Grant Opportunity Guidelines. The total cost must equal the total entered in the 'Financials Tab'. All budget figures must be GST exclusive. The Budget must be for eligible grant activities (see paragraph 5 of the NAIDOC Local Grants - Grant Opportunity Guidelines).

You must respond to this question.

Budget Table Item 1		
Budget Item *	Amour	t *
Event Catering	\$	20,000.00
Budget Table Item 2		
Budget Item *	Amoun	t *
Venue Hire and Cleaning	\$	1,000.00
Budget Table Item 3		
Budget Item *	Amour	t *
Event Security	\$	1,500.00
Budget Table Item 4		
Budget Item *	Amoun	t *
Marketing and Promotions	\$	1,000.00
Budget Table Item 5		
Budget Item *	Amour	t *
Audio and Lighting	\$	1,500.00
Total Budget Amou	ınt: \$	25,000.00

### Privacy declaration \*

I acknowledge I have read the Privacy Collection Notice factsheet and I consent to the collection, use and disclosure of my personal information, including sensitive information regarding race and ethnic origins, for the purposes of assessing and processing my application, administering grants, compliance and detection of fraud, research, analysis and for any other purposes listed at paragraph 13.3 of the NAIDOC Local Grants - Grant Opportunity Guidelines, or where disclosure is otherwise authorised or required under the Privacy Act or other law. Where applicable, I confirm that all other parties whose personal and sensitive information is included in this application (e.g. partners, board members) have also consented to the collection, use and disclosure of this information for the same purposes.

To be eligible for this Grant Opportunity you must respond to this question



I acknowledge and consent



### Attachments

### **Bank Account \***

Attach evidence of the applicant's bank account.

You must respond to this question.

Note the 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

s47G

Account Confirmation.pdf

### Assessment Criteria Evidence of Support

You can attach evidence of support of your assessment criteria in responses such as letters of support and research/statistics, however this is not mandatory.

Note the 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

### **Consortium Letters of Support**

If you are applying as the lead organisation of a consortium, you must attach letters of support from other consortium members. If multiple letters are to be submitted, scan them into one single document.

Note the 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.



### **Applicant Contacts**

### Who is the Applicant's preferred authorised contact person for this Application?

The person must have authority to act on behalf of the Applicant in relation to this Application.

Title *	
Ms	
First Name *	Last Name *
s47F	s47F
Position *	Position Title *
Other	Business Development Manager
Telephone *	Mobile
s47F	s47F
Email address *	
s47F @mkac.com.au	

### Provide an alternate authorised contact for this Application.

This person must also have authority to act on behalf of the Applicant in relation to this Application.

Title *	
Ms	
First Name *	Last Name *
s47F	s47F
Position *	Position Title *
Other	Corporate Manager
Telephone *	Mobile
s47F	s47F
Email address *	
s47F @mkac.com.au	



### Declaration

Do you have any conflicts of interest that may occur related to or from submitting this application? \*

O Yes

No

### Please read and complete the following declaration.

This Declaration must be signed by an authorised representative of the Applicant (or, if this Application is a joint/consortium Application, an authorised representative of the lead organisation). The authorised representative should be a person who is legally empowered to enter into contracts and commitments on behalf of the Applicant.

I declare that:

- The information contained in this form is true and correct.
- I have read, understood and agree to abide by the Guidelines.
- I have read, understood and agree to the Grant Terms and Conditions, should this Application be successful.
- I agree to receiving a Recipient Created Tax Invoice (RCTI) for this funding, if applicable, should this Application is successful.
- I have read, understood and agree to information provided in this Application as detailed in the Use of Information.
- If and where any personal details of a third party are included, the third party has been made aware of, and given their
  permission for those details to appear in this Application and for their personal information to be shared as detailed in the Use of
  Information.
- I give consent to the National Indigenous Australians Agency to make public the details of the Applicant and the funding received, should this Application be successful.
- I consent to receive correspondence, legal notices, grant agreements and any subsequent letters of variations to the agreement
  electronically. I understand and agree that my electronic correspondences constitute a valid and legally binding method for
  interacting under the grant agreement and the Electronic Transactions Act 1999 (Cth).



I understand and agree to the declaration above. \*

I acknowledge that giving false or misleading information to the National Indigenous Australians Agency is a serious offence under Section 137.1 of the Criminal Code Act 1995 (Cth).\*

Full name of Authorised Officer \*

Position of Authorised Officer \*

Date

s47F

Chief Executive Officer

17/02/2023

### Please provide an estimate of the time taken to complete this Application Form, including:

- Actual time spent reading the guidelines, instructions and questions
- Time spent by all employees in collecting and providing the information
- Time spent completing all questions in the Application Form.

Hours	Minutes	
5		

A copy of receipt will be sent to: info@mkac.com.au





### **Australian Government**

### National Indigenous Australians Agency

PO Box 9932 Perth WA 6848

Ms s47F Business Development Manager Moorditj Koort Aboriginal Corporation 150 Gilmore Avenue MEDINA WA 6167 info@mkac.com.au

Dear Ms s47F

Thank you for your application for a 2023 NAIDOC Local Grants Opportunity. The National Indigenous Australians Agency (the Agency) would like to offer you funding of \$23,526.00 (GST exclusive) for the NAIDOC Dinner celebrating For Our Elders activity.

Please find attached to this Letter of Offer a Schedule outlining the Terms and Conditions for the grant agreement for your consideration. If you agree to the terms and conditions outlined in the Schedule, <u>please respond by email to gmuperth@official.niaa.gov.au within seven business days</u> noting that you accept the offer of funding, including the Terms and Conditions in the Schedule.

This email response must come from you or another authorised officer as outlined in your grant application. Once you have done so, we will finalise the funding agreement by return email.

Upon acceptance, this Letter of Offer, the Schedule and the Terms and Conditions form the entire grant agreement between your organisation and the Agency.

As outlined in the Grant Opportunity Guidelines, there is no guarantee of funding until we have finalised the grant agreement by responding to your acceptance of the Agency's Letter of Offer and the Agency is not responsible for any of your expenditure until the grant agreement is finalised.

You must, in all publications, and in all promotional, publicity and advertising Materials or activities (including events) of any type undertaken by, or on behalf of, you relating to the Activity or the Agreement, acknowledge the financial and other support that you have received from the Commonwealth, unless we direct otherwise.



If you have any queries, please call s47F	on s47F	or email gmuperth@official.niaa.gov.au
---	---------	--

Yours sincerely

**Richard Aspinall** 

2 June 2023



### **Australian Government**

### National Indigenous Australians Agency

Letter	of	Offer –	Schedule
--------	----	---------	----------

ganisation Id: 4-3YMXZMD	Organisation Id: 4-3YMXZMD	nisation Id: 4-3YMXZMD
ogram Schedule 4-IOFZQZI	Program Schedule Id: 4-IOFZQZI	ram Schedule 4-IOFZQZI

Item A Program Information	
Program Name	Culture and Capability
Program Objectives	The objectives of this Activity are to celebrate the histories, cultures and achievements of First Nations people through a NAIDOC Week Activity. The Activity must be in line with the 2023 NAIDOC Week Theme, ' <i>For our Elders</i> '.

Item B Your Information	
Organisation Name	Moorditj Koort Aboriginal Corporation
ABN	83 343 979 387

Item C Grant Information			
Total Grant amount	Grant Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
	\$23,526.00	\$2,352.60	\$25,878.60
Payment will be made upon signing of the Letter of Offer or as otherwise agreed by both parties.			
Your Bank Account	BSB Number		7
Details	Account Number	S4/	
	Account Name		

Item D Activity Information

Activity Name	NAIDOC Dinner celebrating For Our Elders	
Activity Start Date	1 July 2023	
Activity End Date	31 July 2023	
Activity Details (what you must do)	Funding is provided to undertake the Activity according to the requirements outlined in the Grant Opportunity Guidelines and the approved application, or as agreed in writing with the Commonwealth in circumstances where an unanticipated event means the Activity cannot be held as originally approved (for example, local impacts relating to COVID-19, a natural disaster, or Sorry Business). The intended outcomes of this Activity are to:	
	<ul> <li>contribute to the maintenance and strengthening of First Nations' cultural expression and conservation, including recognition of Australia's shared history and valuable First Nations heritage</li> </ul>	
	<ul> <li>support activities that increase the participation of First Nations people in Australian society through healing and improved individual, community and organisational capability and leadership, and/or</li> </ul>	
	<ul> <li>promote the unique place First Nations people and their cultures have in Australian society.</li> </ul>	
	Where the event may present COVID-19 risk, for example if this is a face-to-face event, the Grantee must deliver the Activity in compliance with all COVID-19 advice and guidance issued by the Commonwealth Department of Health and Aged Care and/or relevant State and Territory agencies which are applicable to the Activity.	
	For the NAIDOC Week Activity grants the National Indigenous Australians Agency (the Agency) will select a sample of around 10% of Grantees to acquit/report on how they have spent the money. The Grantee will not have to acquit/report on the funds they received unless the Agency requests them to do so. If asked, the Grantee will be required to provide a Financial Declaration. A Financial Declaration is a certification from the Grantee stating that funds were spent for the purpose provided as outlined in the Grant Agreement and in which the Grantee is required to declare unspent funds. The Financial Declaration must be certified by the Board, the Chief Executive Officer or an officer with the authority to verify the Grantee has spent the funds in accordance with the Grant Agreement.	

Item E Location information You have advised that all or part of the Activity will be delivered from the location(s) specified below		
Location Type	Name	Address
Direct Funded	Moorditj Koort Aboriginal Corporation	150 Gilmore Avenue MEDINA WA 6167

Item F Deliverables		
Description of Deliverable	Due Date	
Acquittal Documentation	The Commonwealth may request receipts and/or a statutory declaration to account for the expenditure of the Grant at any time up to five years after the Agreement completion date.	

Item G Agreement completion date	30 November 2023
----------------------------------	------------------

Item H Party Representatives and Address for Notices	
Commonwealth's Representative and Address	
Name of Representative	s47F
Position	NIAA Grant User
Postal/Physical Address	PO Box 9932 Perth WA 6848
Business Telephone	1800 079 098
Email	gmuperth@official.niaa.gov.au
Grantee's Representative and Address	
Name of Representative	s47F
Position	Business Development Manager
Postal/Physical Address	150 Gilmore Avenue MEDINA WA 6167
Business Telephone	s47F
E-mail	s47F @mkac.com.au

### Letter of Offer Grant Agreement – Terms and Conditions

### 1. Payment and Australian Business Number

- 1.1 The Grant will be paid into the bank account specified in Item C of the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> (**'ABN'**) or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Agreement.

### 2. **GST**

- 2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under the Agreement, you agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of the Agreement.
- 2.2 The terms '**GST**', '**Recipient Created Tax Invoice**', '**Taxable Supplies**' and '**Tax Invoice**' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

### 3. **Spending the Grant**

- 3.1 The term '**Activity**' means all activities and tasks specified in the Schedule.
- 3.2 You agree to spend the Grant for the purpose of undertaking the Activity only.
- 3.3 You agree to provide a statement signed by you verifying the Grant was spent in accordance with the Grant Details.

#### 4. Privacy

- 4.1 You agree, in conducting the Activity:
  - (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in clause 4.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 4.

### 5. Indemnity

5.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with the Agreement.

### 6. Termination

6.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.

<sup>&</sup>lt;sup>1</sup> Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

<sup>&</sup>lt;sup>2</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.

- 6.2 We can immediately terminate or reduce the scope of the Agreement by giving you a written notice if any of the following occur:
  - (a) you commit a breach of any of your obligations under the Agreement and we consider that the breach cannot be rectified or you fail to rectify to our satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or
  - (b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may affect, your ability to perform the Activity or meet your obligations under the Agreement.

### 7. Reporting and Record Keeping

- 7.1 You must provide the reports (if any) set out at Item F of the Schedule.
- 7.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 7.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
  - (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.

You must comply with a request made under clause 7.3 within the timeframe specified in the request otherwise we may require you to repay the Grant within twenty (20) Business Days of us giving you notice to do so.

- 7.4 Where the report specified at Item F of the Schedule is a financial declaration, you must:
  - (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 7.5 Where the report specified at Item F of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
  - (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
- 7.6 complies with the applicable Australian Accounting Standards<sup>3</sup>.Any financial report or declaration must be certified by:
  - (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 7.7 You acknowledge that giving false or misleading information to the Agency is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

<sup>&</sup>lt;sup>3</sup> Refer Australian Accounting Standards Board <u>www.aasb.gov.au</u>

### 8. Repaying the Grant

- 8.1 You must repay the Grant (or the relevant part of it) to us in any of the circumstances set out below:
  - (a) we overpay you; or
  - (b) we pay you an amount that you incorrectly claim; or
  - (c) an amount of the Grant is unspent at the Agreement completion date; or
  - (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
  - (e) you spend an amount other than in accordance with the Agreement.
- 8.2 If you must repay an amount under clause 8.1:
  - (a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
  - (b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the *Taxation Administration Act 1953* (Cth) on a daily compounding basis); and
  - (c) we may recover the amount and any interest as a debt due to the Commonwealth.
- 8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

### Complaints

9.

9.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of the Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.

### 10. Intellectual Property

- 10.1 You own the Intellectual Property Rights in Material created undertaking the Activity.
- 10.2 You give the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.
- 10.3 The licence in clause 10.2 does not apply to Activity Material.
- 10.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
- 10.5 In this clause 10, these terms have the following meaning:
  - (a) **'Activity Material**' means any Material, other than Reporting Material, created or developed by you as a result of the Activity;
  - (b) **'Commonwealth Purposes'** does not include commercialisation or the provision of the any Material to a third party for its commercial use;
  - (c) **'Existing Material'** means material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material;
  - (d) '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* (Cth));
  - (e) '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; and
  - (f) **'Reporting Material**' means all Material you are required to provide us for reporting purposes as specified in Item H of the Schedule.

# 11. Insurance 11.1 You agree to maintain adequate insurance for the duration of this Agreement and provide us with proof when requested. 12. Confidentiality

### 12.1 Both parties agree not to disclose each other's confidential information without prior written consent, unless required by or authorised by law or Parliament.

### 13. **Dispute Resolution**

- 13.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.
- 13.2 The parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.
- 13.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

### 14. Working with Vulnerable Persons and police and criminal history checks policy

- 14.1 Before engaging or deploying any person (whether an officer, employee, contractor, subcontractor, volunteer or in any other capacity) in relation to any part of an Activity that may involve contact with a Vulnerable Person, you must:
  - (a) confirm that no Commonwealth, State or Territory law prohibits the person from being engaged in a capacity where they may have contact with a Vulnerable Person; and
  - (b) comply with all other legal requirements of the place where the Activity, or part of the Activity, is being conducted in relation to engaging or deploying persons in a capacity where they may have contact with Vulnerable Persons.
- 14.2 You must in relation to an Activity:
  - (a) ensure compliance with all legal requirements in accordance with clause 14.1(b) remain current;
  - (b) immediately notify us if any person engaged or deployed that has or may have contact with a Vulnerable Person is prohibited from having contact with a Vulnerable Person under the relevant state/territory legislation as it pertains to working with vulnerable people including children, and you must immediately ensure the person is no longer so engaged or deployed;
- 14.3 You must report to us:
  - (a) on any other matter relating to your work with Vulnerable People upon request by us.
- 14.4 In this clause 14, 'Vulnerable Person' means:
  - (a) a child, being 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 against harm or exploitation by reason of age, illness, trauma or disability, or any other reason.

### 15. **COVID-19 pandemic**

- 15.1 Both parties acknowledge that the COVID-19 global pandemic represents a risk to the delivery of the Activity and agree to work together to address and resolve any impacts to delivery where possible.
- 15.2 You must deliver the Activity in compliance with all COVID-19 advice and guidance issued by the Commonwealth Department of Health and relevant State and Territory agencies which are applicable to the Activity.
- 15.3 If you cannot deliver the Activity in accordance with this Agreement due to an outbreak of COVID-19 or an elevated risk of contracting COVID-19, you must repay the Grant under clause 8.1, unless otherwise agreed in writing by the Commonwealth.

#### 16. Funding acknowledgement

- 16.1 You must, in all publications, and in all promotional, publicity and advertising Materials or activities (including events) of any type undertaken by, or on behalf of, you relating to the Activity or this Agreement, acknowledge the financial and other support that you have received from the Commonwealth, unless we direct otherwise.
- 16.2 In complying with clause 16.1, you must use any form of acknowledgement that we reasonably specify.

## 17. Notices 17.1 The parties agree to notify the other party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

17.2 A notice under this Agreement must be in writing, signed by the party giving notice and addressed to the other party's representative as set out in Item H of the Schedule.

Ō