



COMPLIANCE AND RISK REVIEW

WULLI WULLI NATION ABORIGINAL CORPORATION

CAPACITY BUILDING GRANT

AND

INDIGINOUS WORKSTARTS PTY LTD

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The Directors
Wullli Wullli Nation Aboriginal Corporation

Compliance and Risk Management Review - Commonwealth Capacity Building Grant

Wullli Wullli Nation Aboriginal Corporation (WWNAC) entered into a Head Agreement with the Commonwealth Government on the 12th June 2020, which was stated to govern grants made by the Commonwealth to WWNAC. WWNAC was also the recipient of a grant from the Commonwealth for indigenous capacity building which was subject to the terms of an Accepted Project Schedule (the Capacity Building Grant) dated the 12th June, 2020.

Following concerns about the performance by Indigenous Work Stars (IWS) in delivering some elements of the work to be done under the Capacity Building Grant, Himalaya Consulting Pty Ltd was engaged by WWNAC to examine aspects of WWNAC's compliance obligations under the Grant. This report sets out the facts as provided to us, and our conclusions in relation thereto.

Summary of Findings

1. We believe WWNAC's agreement to pay IWS the Grant funds on receipt, and in advance of work being done, is in breach of clause 13 of the Head Agreement. We further believe that WWNAC will be incapable of complying with clause 13 of the Head Agreement while the IWS MOU remains in effect.
2. We recommend WWNAC consider whether its "administration fee" arrangement with IWS puts it in breach of the grant, and obtain appropriate legal advice if necessary.
3. There may be a reasonable basis to conclude that the directors of WWNAC lack sufficient capacity to properly manage IWS having regard to all the circumstances of the relationship. This in turn would appear to put WWNAC at risk of breaching Clause 24(a) and (c) of the Head Agreement, if it is not already in breach.
4. In failing to address significant *prima facie* conflicts of interest with IWS, WWNAC may be in breach of requirements including "recognising and dealing with actual, potential and perceived conflicts of interest" contained in Clause 6.6(a) of the Commonwealth Procurement Rules.
5. We believe WWNAC may not be compliant with its obligation contained in clause 24(c) of the Head Agreement of "identifying and managing risk in a manner that gives the project the best chance of achieving the outcomes, objectives and/or key performance indicators set out in the Project Schedule."
6. We conclude that the employment within IWS, or some other entity rather than WWNAC, of ILUA positions funded under the Grant would appear to be a breach of the provisions relating to the application and purpose of monies provided under the Capacity Building Grant.
7. WWNAC should give careful consideration to whether it can reasonably assure the Commonwealth that the outcomes specified under the Capacity Building Grant can be delivered under the IWS MOU.

8. There is a risk of inaccurate cost reporting as there is no dedicated account (or series of accounts) to record the project funding and costs.
9. The absence of project risk management plans, system and processes to identify and manage the risks for the project is not only a crucial element for effective delivery of the project, but it would be a high risk of contravention of the Head Agreement (paragraphs 24 (a) and (c)).
10. There is a risk lack of scope clarity, and obligations by not having more detailed, formal terms of engagement between WWNAC and its outsourced project manager, other than a MOU.
11. This may further lead to a significant legal and compliance risk noted with the current arrangement under the MOU in relation to legal entitlement to hold funds and engage in contracts for the Provider. This risk would similarly apply to obligations and liabilities associated with entering into binding supply agreements and ownership of assets.
12. The absence of project risk management plans, systems and processes to identify and manage the risks for the project is not only a crucial element for the delivery of the project, but it would be in contravention of the Head Agreement.
13. Having regard to the findings of this report, we believe WWNAC is obliged under Clause 22 of the Head Agreement to raise the shortcomings identified with the Commonwealth at the earliest opportunity.

Structure of this Report

This report summarises an investigation into WWNAC's compliance with the terms of the Head Agreement between WNNAC and the Commonwealth, and the terms of the Capacity Building Grant.

Part 1 of the report sets out the background to the Capacity Building Grant, and the key compliance obligations it imposes on WWNAC.

Part 2 outlines WWNAC's broad relationship with the John Pearson Group, as well as the arrangements entered into with IWS with regards to the Capacity Building Grant.

Part 3 is an analysis of the extent to which WWNAC complies with the requirements of the Head Agreement and Capacity Building Grant, and the risk, if any, that the project outcomes contained in the Capacity Building Grant may not be delivered as required.

Part 1 - Background

Background to the Capacity Building Grant

In some ways the Wulli Wulli people have been exemplary in their pursuit of their native title interests, in that they have successfully obtained native title without the assistance of Queensland South Native Title Services. They have, instead, funded and run the native title claims from their own resources.

Notwithstanding this, WWNAC has had an unfortunate financial past. Part of this is directly attributable to poor governance structures, and part of this is attributable to successive boards lacking the commensurate skills to properly manage the affairs of the Corporation, or its investments. It is without doubt that these shortfalls in managerial and governance expertise were good grounds for the NIAA making a grant to WWNAC for capacity building.

Unfortunately, the implementation of the grant appears to have become captive, in part, to the very problem it was supposed to address. Moreover, third parties have been allowed to influence the process in a manner which appears, on reflection, to not be entirely aligned with the needs or objectives of the Wulli Wulli people.

This is the historical background to the issues surrounding the Grant.

Obligations under Agreements with the Commonwealth

Head Agreement compliance obligations

The Head Agreement between WWNC and the Commonwealth imposes particular compliance obligations on WWNAC. In the Head Agreement, WWNAC is referred to as "The Provider." Without seeking to provide an exhaustive list, the obligations most relevant to this report are as follows:

Clause 12 - The Provider is to use each Grant only in accordance with the relevant Project Agreement. A Grant must only be used for the Project for which it is provided, unless the Commonwealth otherwise agrees in writing to an alternative use.

Clause 13 - The Provider must hold all unspent Grant money in an account in its name and which it controls. The account must be with a deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on business in Australia.

Clause 15 - The Provider must manage its account and financial records so that all receipts and expenditure of each Grant are clearly identifiable and ascertainable at all times.

Clause 23 - The Commonwealth may, at any time, evaluate a Project, the Provider's capacity to deliver a Project in accordance with the Project Agreement, and/or the Provider's performance under a Project Agreement. The Commonwealth may consider:

- (a) the Provider's compliance with the Project Agreement;
- (b) how a Project is progressing against the outcomes, objectives and/or key performance indicators set out in the Project Schedule;
- (c) the likelihood that the Project will continue to meet the outcomes, objectives and/or key performance indicators set out in the Project Schedule;
- (d) how the Provider identifies and manages risk to give a Project the best chance of achieving the outcomes, objectives and/or key performance indicators set out in the Project Schedule;
- (e) the extent to which a Project is achieving, or likely to achieve, results that are consistent with and promote the Commonwealth priorities (including under any guidelines); and
- (f) any other relevant information.

Clause 24 - If at any time the Commonwealth reasonably believes that:

- (a) the Provider may be, or may become, unable to deliver a Project in accordance with the project Agreement, including due to financial, risk management, or governance issues;
- (b) a Project is unlikely to meet an outcome, objective and/or key performance indicator set out in the Project Schedule;
- (c) the Provider is not identifying and managing risk in a manner that gives the Project the best chance of achieving the outcomes, objectives and/or key performance indicators set out in the Project Schedule; or

- (d) a Project does not, or there is a risk that it will not, achieve results that are consistent with and/or promote the Commonwealth's priorities (including under any guidelines)

the Commonwealth may notify the Provider and request a proposal outlining what steps could be taken and/or how the Project will be delivered in a manner that addresses these issues. The Commonwealth will give the reasons for the request, and the Provider will provide a proposal to the Commonwealth within 10 business days (or any longer period agreed with the Commonwealth).

Clause 25 - If, at any time, the Provider:

- (a) considers that a Project could be changed or delivered in a manner that better addresses the issues listed in clause 24 - it may notify the Commonwealth of the changes to the Project; or
- (b) fails to continue, or is unlikely or unable, to perform its obligations under a Project Agreement to deliver a Project - it must promptly notify the Commonwealth and may propose changes to the Project.

Clause 33 - The Provider agrees not to assign its rights or obligations under the Head Agreement or a Project Agreement or subcontract any aspect of a Project without the Commonwealth's prior written approval. The approval may be subject to conditions. Any subcontracting arrangements specified in a Project Schedule are approved for the purpose of this clause (subject to any conditions also set out in the Project Schedule.)

In addition, it should be noted that the Commonwealth has extensive powers, *inter alia*, under clauses 71, 79 and 82 to intervene in the Project, withhold monies, or amend or terminate the project.

WWNAC good faith obligations

Notwithstanding the foregoing, there is an overriding clause by which relations between WWNAC and the Commonwealth are governed. This is:

Clause 22 - The parties agree that the processes set out in clauses 23 to 27 will be conducted in a mutually cooperative manner and may include consultation with the relevant community and other interested parties. The Provider also agrees to give reasonable assistance, access and information as required by the Commonwealth in relation to these processes.

Although this clause seems to impose obligations on both parties, from WWNAC's point of view this should be considered something in the nature of a "good faith" clause. In other words, the spirit of the clause (but perhaps not the letter) requires WWNAC to be open and honest with the Commonwealth about any difficulties it may experience in acquitting the Grant. WWNAC's commissioning of this report should be noted in that regard.

Grant Agreement compliance obligations

The Grant Agreement specifies the work to be done under the funding provided by the Commonwealth. These deliverables are set out in detail in Clause 2.1 of the Grant Agreement, and fall into three categories: Governance Support; Business Support; and, Capacity Building.

The Grant agreement also sets out a reporting regime of Key Performance Indicators by which the Commonwealth may manage the grant. The payment of each tranche of the grant is subject to the

submission of a satisfactory performance report by WWNAC, and the Commonwealth being satisfied with WWNAC's performance.

It is important to note that these reporting obligations are primarily WWNAC's. Moreover, as WWNAC is responsible for supervising any contractors or consultants it engages, WWNAC cannot delegate these reporting obligations to the consultants it is supervising.

Part 2 - Arrangements with IWS

Relationship with IWS and John Pearson Group

In the time available, it has not been possible to construct a detailed timeline of the circumstances by which WWNAC and entities associated with Mr John Pearson became financially entwined. Mr Pearson is at the centre of a group of companies who call themselves the JPC Group. The group's website lists a number of companies as part of the group. These include:

- Look Now Training Pty Ltd
- Indigenous Workstars Pty Ltd
- Five Bridges Ltd (which curiously is also a not for profit organisation)
- Workforce Connect Pty Ltd

There are a number of other companies which seem to be associated in some way with the group, including:

- John Pearson Consulting Pty Ltd
- RBY Workstars Pty Ltd
- RBY Projects Pty Ltd

We note we have not yet had the opportunity to examine the group in detail.

Investment in Indigenous Workstars

At some stage prior to 2019, WWNAC purchased 10% of the shares in Indigenous Workstars Pty Ltd (IWS). Subsequently, WWNAC entered into a further agreement dated the 25th August, 2019 to acquire a further 41% of IWS from interests associated with Mr Pearson, and his business partner, Mr Robson.

At your request, we are conducting a review of these two transactions.

However, we note that the terms of the second purchase agreement contains what is essentially a performance clause. This makes half of the notional purchase price contingent upon the financial performance of the company.

The final purchase price will be determined in 2022. We have not been provided with the Shareholders' Agreement and the Directors' Agreement countenanced under clause 3.3 of the second purchase agreement. It is our understanding that until then IWS remains under the effective control of Mr Pearson and his associates, notwithstanding that WWNAC is notionally the 51% shareholder. This requires further examination.

A perusal of the financial statements for WWNAC as at the 30th June, 2020 indicates that the corporation's net assets amount to \$1,332,948. Of these, investments in IWS amount to a book value (reflecting the total purchase price) of \$1,020,000. The shares in IWS therefore account for 76.5% of net assets.

For reasons set out below, there are grounds to suspect that the concentrated investment in an entity which WWNAC does not control may have distorted WWNAC's decision making in relation to IWS and the Capacity Building Grant.

Potential conflicts of interest in relation to IWS

It is a simple fact that one of the directors of WWNAC at the time of the share purchase was also an officer of one of John Pearson's group of companies, an entity called Five Bridges Pty Ltd.

Further investigation is warranted into WWNAC's decision making processes regarding both the investment in IWS, and also the terms of the IWS MOU. There would appear to be the potential for a *prima facie* conflict of interest, unless it can be shown that suitable arrangements were put in place to prevent this being so.

For reasons set out below, the potential conflict of interest may be such that it puts WWNAC in breach of Commonwealth Procurement Rules.

IWS too big to be seen rationally

Having interviewed the current Chairman and Secretary, and noted discussion of IWS contained in the Minutes of previous AGMs, there is evidence to suggest that the size of WWNAC's investment in IWS is such that it has had a disproportionate impact on decision making. Simply put, the investment is too big for it to be seen rationally.

IWS was originally supposed to be an indigenous employment company. In fact, the company's website says: "As a full service recruitment agency, Indigenous Workstars offers a suite of services for both jobseekers and employers to ensure the very best outcomes for both our candidates and clients."

In spite of this, it suddenly became, under the grant, a company that was providing management training, and management consulting services such as strategic planning, feasibility studies, and the like. There is no evidence that the company's staff have the skills necessary, and having seen the agenda for the Board meeting to consider the strategic plan, I am reinforced in that view.

I suspect their defence would be to say that they merely bring in sub-contractors, but if that is the case, then WWNAC should properly have dispensed with the middle man and brought in the consultants themselves, so they could have direct control over them.

In this regard, we note a copious stream of emails from Mr Grant McDonagh to the WWNAC Board pointing out sundry other grants for which they could apply.

For example, in an email dated the 21st January, 2021, Mr McDonagh proposed WWNAC consider applying for an infrastructure grant under the Building Better Regions Fund. Mr McDonagh wrote:

This funding stream may be of interest depending on the direction of the Cultural Hub.

It can be used to upgrade existing infrastructure (if a premises is purchased locally or develop new.)

Banana Shire is eligible, WWNAC would have to fund \$1 for every \$3 invested by Government.

I am also pretty sure we could double up and go on the Tourism side as well.

See below, but this could be a good avenue.

Submissions close 5 March, so some quick decisions would need to be made to progress.

Absent is any discussion of whether this would be a sensible investment of what little remains of WWNAC's money, the cost of maintaining such a facility, its commercial viability, etc. Given that IWS was supposedly engaged to deliver capacity building training to WWNAC, this email is curious, and certainly a long way from IWS's purpose as an employment agency.

IWS Memorandum of Understanding

We have not been provided with sufficient material to conduct a detailed examination of the circumstances leading to the making of the Grant, nor have we been provided the grant application, but there is some evidence to believe that WWNAC may have been encouraged to apply for the grant by one of the directors or staff of IWS or an associated entity. There also seems reasonable evidence to conclude that if the grant application was not drafted by IWS, it was prepared in close cooperation with IWS.

It is in this context that IWS and WWNAC purported to enter into a Memorandum of Understanding in relation to the Capacity Building Grant on the 20th April, 2020 (the IWS MOU). At this date, WWNAC had not been informed of the outcome of their grant application. This did not occur until the Commonwealth formally advised WWNAC of such by letter dated the 10th June, 2020. This letter enclosed the Head Agreement and the other grant documentation.

Under the IWS MOU, WWNAC is obliged to pay IWS, over a three year period, close to the entirety of the Capacity Building Grant, plus what is effectively a co-payment obligation made from WWNAC's own resources. The table below sets out the GST exclusive amounts due by WWNAC to IWS.

Funding source	Year 1	Year 2	Year 3	Total
Commonwealth	\$496,600.00	\$406,600.00	\$271,600.00	\$1,174,800.00
WWNAC	\$222,250.00	\$222,250.00	\$222,250.00	\$666,750.00
TOTAL	\$718,850.00	\$628,850.00	\$493,850.00	\$1,841,550.00

The GST exclusive amount shown as Commonwealth funding corresponds to the GST inclusive amount of Capacity Building Grant of \$1,292,280.00. However, after accounting for GST, the IWS MOU imposes an additional cost obligation of \$733,425.00 on WWNAC.

Some of the other terms of the IWS MOU are interesting, and give rise to some concerns. These are set out below.

Financial accountability under the IWS MOU

It is not clear who drafted the IWS MOU, but it would not appear to have been drafted by WWNAC. It is also unclear if the IWS MOU was the subject of legal advice before it was signed.

Given the total value of the IWS MOU is in excess of \$2 million, the MOU itself is remarkably brief. It runs to just under five pages, of which one page is recitals.

Legal advice should be obtained as to whether the IWS MOU is legally binding on WWNAC.

From a governance point of view, it is notable that the IWS MOU does not contain some elements which would be commonplace in a professional services agreement. These include:

- There is no requirement that the project deliverables contained in the Accepted Project Schedule be completed by specified due dates;
- The MOU does not require project deliverables to be completed - or at least specified interim milestones be completed - before payment of monies for work done;
- Having regard to the foregoing, there is no clear basis for determining when monies are payable by WWNAC to IWS, other than that as soon as monies are received by WWNAC from the Commonwealth they should be paid to IWS;
- There is no requirement that work done by IWS be satisfactory to WWNAC or the Commonwealth;
- The persons to be engaged in delivering services are not specified, nor minimum qualifications;
- In the absence of specifying the staff to be engaged, or their qualifications, there should be a requirement that WWNAC, as the client, approve the staff to be engaged;
- The IWS MOU lacks any provisions for dispute resolution, nor any provisions relating to termination of the MOU arising either as a consequence of a breach by IWS, or termination of the grant by the Commonwealth.

Prepayment to IWS for services to be performed

The IWS MOU contains the following provisions in relation to fees payable to IWS:

Administration Fees - From the budgeted funding of \$1,174,800 from NIAA, WWNAC will retain \$180,000 (\$60,000 per annum) which equates to a 15% administration fee. The per annum Administration Fee will be retained yearly for 3 years.

Payment of Project Fees - the Project Fees will be paid by WWNAC to IWS on receipt from NIAA to WWNAC i.e. if the 1st year project fees are paid in full in advance on commencement, WWNAC will retain the first years administration fee and pay the balance to IWS. If the project fees are paid quarterly by NIAA, WWNAC will retain one quarter of the administration fees and transfer the balance to IWS each quarter when the funding is paid to WWNAC. To ensure continuity of the project WWNAC will transfer the Project Fees within 7 (seven) days of receipting from NIAA.

Deliverables under the IWS MOU

We have undertaken a comparison of the deliverables required under the Capacity Building Grant and the deliverables under the IWS MOU. This is attached at **Appendix A**.

While the deliverables under the IWS MOU and the Capacity Building Grant largely appear to correspond, there is sufficient ambiguity in some of the IWS MOU deliverables to raise doubts about the IWS MOU actually meeting all of the requirements of the Capacity Building Grant. At the very least, the ambiguity may make it difficult for WWNAC to properly supervise the work to be done. In addition, some of the requirements of the Capacity Building Grant do not appear in the IWS MOU at all.

Also contained in the IWS MOU is a table purporting to be the project budget as submitted to the NIAA, presumably in the project proposal. The IWS MOU contains the following paragraph:

In addition to the funding that has been approved by NIAA, there are a number of in-kind funding commitments (identified in the table above) made by WWNAC in the funding application which will be provided through IWS' existing operations, with the exception of legal costs which are provided in-kind through WWNAC's existing legal expenditure.

There is no table above this paragraph, so it presumably refers to the project budget table which follows it in the document, and which is reproduced from the MOU below.

	YR1	YR2	YR3	Project Total
Income				
Department	496,600	406,600	271,600	1,174,800
Wullli Wullli	222,250	222,250	222,250	666,750
Total Income	718,850	628,850	493,850	1,841,550

Expenses				
Strategic Planning	35,000			35,000
Business Planning	35,000			35,000
Economic Analysis	20,000			20,000
2 x Feasibility Study	60,000			60,000
Governance Training		60,000		60,000
Governance Support (IT Systems, Policy Review)	75,000	75,000		150,000
3 x positions - ILUA related	272,250	272,250	272,250	816,750
2 positions funded by Dept	181,500	181,500	181,500	
1 position funded by Wullli Wullli	90,750	90,750	90,750	
Corporate/admin/operational - project related				
Admin staff member	72,600	72,600	72,600	217,800
Office/insurance/	35,000	35,000	35,000	105,000
Dept Contribution	17,500	17,500	17,500	52,500
Wullli Wullli Contribution	17,500	17,500	17,500	52,500
Incidentals	20,000	20,000	20,000	60,000
2 x vehicle lease	24,000	24,000	24,000	72,000
Legal costs for enforcing ILUA's & CHMP's	70,000	70,000	70,000	210,000
Total project Expense	718,850	628,850	493,850	1,841,550

Wullli Wullli Contribution	Department Funding
	35,000
	35,000
	20,000
	60,000
	60,000
	150,000
272,250	544,500
	217,800
52,500	52,500
60,000	-
72,000	-
210,000	-
666,750	1,174,800

The MOU is somewhat nebulous about whether the amounts in the table represent an estimated budget for work to be done, or whether they are set amounts payable for specific components of work.

Payments made under the Capacity Building Grant

Under the terms of the Head Agreement and the Capacity Building Grant, WWNAC has an obligation to account to the Commonwealth for all of the monies provided to WWNAC, although the Commonwealth's powers under the Head Agreement are more easily exercisable where monies have not yet been paid to the contractor, in this case IWS.

Date	Transaction Type	Name	Debit	Credit
19/06/2020	Payment	Dept Prime Ministers & Cabinet	546,260.00	
27/07/2020	Bill Payment (Cheque)	Indigenous Workstars Pty Ltd		464,321.00
04/09/2020	Payment	Dept Prime Ministers & Cabinet	223,630.00	
23/10/2020	Bill Payment (Cheque)	Indigenous Workstars Pty Ltd		38,017.10
08/11/2020	Bill Payment (Cheque)	Indigenous Workstars Pty Ltd		38,017.10
03/12/2020	Bill Payment (Cheque)	Indigenous Workstars Pty Ltd		38,017.10
09/01/2021	Bill Payment (Cheque)	Indigenous Workstars Pty Ltd		76,034.20
19/02/2021	Deposit		223,630.00	
			\$ 993,520.00	\$ 654,406.50

An analysis of the payments made by the Commonwealth to WWNAC, and by WWNAC to IWS under the Capacity Building Grant (excluding any co-payment obligations WWNAC may have under the IWS MOU) has been extracted from WWNAC's general ledger and is shown below. This shows that the first payment from the Commonwealth to WWNAC was disbursed to IWS in less than six weeks of receipt, less a 15% "administration fee". The second payment from the Commonwealth to WNNAC was disbursed to IWS in four monthly instalments, again, less a 15% "administration fee". The third payment from the Commonwealth has yet to be disbursed.

Issues with the IWS relationship with WWNAC

An examination of the qualifications of the directors of WWNAC shows that few if any, over the last three years, have had a tertiary qualification or any professional training in governance, such as completing a course with the AICD. Indeed, the Board of WWNAC would probably agree that, collectively, they do not possess many of the normal skills and qualifications one would expect of a company dealing with millions of dollars of assets. In fact, the Corporation's general governance limitations are the reason for the Capacity Building Grant.

It is reasonable to conclude that IWS knows this. Indeed, the Chairman of IWS, John Pearson, is an Adjunct Associate Professor of Business at the University of the Sunshine Coast, an Adjunct Professor of Business and Leadership at Torrens University, a business psychologist, and has a Master of Science in Business. Psychology amongst other qualifications.

Having regard to these factors, it is an open question of law whether, in dealing with WWNAC, Mr Pearson and his companies were and are under a special duty of care due to the possibility that "...unconscientious advantage is taken of an innocent party whose will is overborne so that it is not independent and voluntary... [or] such advantage is taken of an innocent party who though not deprived of an independent and voluntary will, is unable to make a worthwhile judgment as to what is in his best interests."

This observation may apply to both the IWS share purchase, and the IWS MOU, but especially to the MOU.

We do not purport to form a view on that matter, nor is it necessary that we do so. However, due to the close relationship between the parties by that time, and the fact IWS was presenting a programme to address governance shortfalls, it is both sufficient and reasonable to conclude that WWNAC was, and remains, unable to make worthwhile judgments as to its best interests in its dealings with IWS or associated companies.

This has consequences for WWNAC's ability to ensure proper compliance under the terms of the Capacity Building Grant, as set out below.

Part 3 - Governance and Risk Review

The nature of the arrangements between WWNAC and IWS are complex, and are subject to a range of factors which are not always apparent at first sight. To arrive at a considered view of WWNAC's compliance with the terms of the Head Agreement and the Capacity Building Grant, we have broken the analysis into issues relating to Governance and issues relating to Project Management.

Governance issues

For the purposes of this report, Governance is considered to encompass the structural and contractual relationships between WWNAC and IWS, and the extent to which they may contravene the terms of the Head Agreement and Capacity Building Grant, or put WWNAC at risk of contravening the terms of those arrangements.

Breach of provisions relating to unspent grant monies

As noted above, clause 13 of the Head Agreement with the Commonwealth requires WWNAC to hold all unspent grant money in an account in its name and which it controls. This is for the obvious reason that it may not be possible for the Commonwealth to recover monies, in the event

of breach, if they have been dissipated to the account of third parties. Under the Accepted Project Schedule, this account is specified as being the account of WWNAC maintained with the National Australia Bank at North Ipswich.

However, the IWS MOU specifically contains a provision that the project fees for the year will be paid in advance by WWNAC to IWS.

We note that the payment of the grant monies in advance is a breach of the obligation to keep unspent monies in an account controlled by WWNAC. At the beginning of each year or period, any grant monies received by WWNAC must necessarily be considered unspent, and can only be spent when they are paid against work actually done.

Moreover, until the monies held by WWNAC are actually payable, it holds those funds on behalf of the Commonwealth, and is not legally able to pay them to IWS.

Having regard to this, we are of the belief that WWNAC's agreement with IWS puts it in breach of clause 13 of the Head Agreement. This is also highlighted in the Project Management Risk Review.

We further believe that WWNAC will be incapable of complying with clause 13 of the Head Agreement while the IWS MOU remains in effect.

Administration fees in breach of the grant conditions

The IWS MOU also contains a provision that WWNAC may deduct an "administration fee" of \$60,000 per annum if the grant monies are paid in advance to IWS.

Without purporting to offer legal advice, we merely note that the so-called "administration fee" is not a fee at all, as it is unrelated to any cost of administration, and it is open to interpretation as being an inducement to WWNAC to pay the grant monies in advance to IWS.

Even if that is not so, we draw WWNAC's attention to clause 80 of the Head Agreement which provides:

If the Provider is paid an amount it is not entitled to, or some or all of a Grant payment has not been spent in accordance with the Project Agreement, the Commonwealth may by notice require repayment of an amount, or reduce any other Grant payment under that or any other Project Agreement, up to the relevant amount.

While we stand to be corrected, there does not appear to be any provision in the Capacity Building Grant for the "administration fee" arrangement with IWS. We would recommend WWNAC consider whether the this arrangement puts it in breach of the grant, and obtain appropriate legal advice if necessary.

WWNAC lack sufficient capacity to manage IWS

A key consideration is whether WWNAC has sufficient capacity to manage IWS as a contractor for the project, and as a direct investment.

In examining this we have had regard to:

- the underlying circumstances of the relationship;
- the extent which IWS has shown itself willing to take direction from WWNAC;
- the terms of the IWS MOU; and,
- the skills and capabilities of the WWNAC Board.

One piece of evidence which we have considered carefully is the behaviour of the IWS CEO towards the WWNAC Secretary, Brian Clancy, whose position is complicated by his being a nominee director on the IWS board. For example, when WWNAC (through Christine Royan) instructed IWS to cease work under the grant in February 2021, Mr McDonagh's reply included the following:

I need to clear up the communications pathways – Although WWNAC does own the majority of IWS, my reporting line remains direct to the IW Board. Noting there have been requests from Wulli Wulli board and Christine as an external party, can you confirm if Christine has been appointed in an official capacity. I am not too comfortable cc'ing her in on all my replies to correspondence between IWS and WWNAC as I need to maintain confidentiality to my board.

As such I will continue to email information to yourself as Secretary and Elliot as the Chair. I trust that is OK. If WWNAC has requests for IWS that have the potential to impact our normal Business operations, if these could be tabled for discussion during the monthly meetings, we can ensure proper process.

and,

I am unable to put the Grant on hold, in entirety, as there are salaried positions that fall under the grant funding. As such IWS needs to continue to employ these staff.

and,

We have executed contracts with Clinton Scott-Knight to deliver the remaining items from KPI area 1 & 2. IWS and Clinton are working to develop planning and concepts to realise the delivery by June 30. Clinton has requested a "Kick- Off Meeting" to introduce himself and float the project plan (among other items), likely via the Teams program and is requesting a date in the next 2 weeks to commence if possible.

Mr Clancy was also admonished in these terms:

Following the advice gained from the IWS Board Meeting of PM 22 Feb, I am providing a written response to the notification from Chris Royan of 16 Feb to put the WWNAC PBC Capability Building agreement on hold. Brian, it was a pity you weren't on that call, as I really would have appreciated your guidance on the issues....

and,

Following the transition on the board, there has been an immediate change in language between WWNAC and IWS, to be more abrupt and almost confrontational.

In short, Mr McDonagh appeared disdainful of instructions to cease work, and simply refused to comply. He also sought to make Mr Clancy to an IWS board meeting (which he refused to attend due to a clear conflict of interest), and so subordinate WWNAC's interests and instructions to the deliberations of the IWS Board.

Critically, the WWNAC Board failed to take any further action to ensure its instructions were followed, and it would appear IWS has been allowed to continue to undertake work.

In view of this, and the information contained in Part 2, there may be a reasonable basis to conclude that the directors of WWNAC lack sufficient capacity to properly manage IWS having regard to all the circumstances of the relationship. This in turn would appear to put WWNAC at risk of breaching Clause 24(a) and (c) of the Head Agreement, if it is not already in breach.

Ethical requirements under Commonwealth Procurement Rules

In Part 2 we outlined a number of *prima facie* conflicts of interest between IWS and WWNAC. These related to the process of applying for the Capacity Building Grant, and concluding the IWS MOU.

It is not necessary to form a view about the culpability or otherwise of persons associated with the John Pearson groups of companies if it can be shown that WWNAC itself has failed to adequately deal with these conflicts of interest. On our instructions, that appears to be the case. There is no evidence presented that people with conflicts of interest (both actual and potential) absented themselves from negotiations over the MOU, nor abstained from voting.

Under 24(d) of the Head Agreement, the Commonwealth can have regard to any relevant guidelines touching on matters which may broadly be deemed Commonwealth priorities. These most certainly deal with proper and transparent procurement processes where Commonwealth money is involved.

It would therefore appear that in failing to address significant *prima facie* conflicts of interest, WWNAC may be in breach of requirements including "recognising and dealing with actual, potential and perceived conflicts of interest" contained in Clause 6.6(a) of the Commonwealth Procurement Rules [[https://www.finance.gov.au/sites/default/files/2020-12/Commonwealth Procurement Rules - 14 December 2020.pdf](https://www.finance.gov.au/sites/default/files/2020-12/Commonwealth%20Procurement%20Rules%20-%2014%20December%202020.pdf)].

Structural conflicts of interest with IWS

Amongst the deliverables contained in the Capacity Building Grant are the requirement to:

- review the existing Strategic Plan;
- develop a business plan; and,
- develop an annual operations plan.

The Grant provides for WWNAC to engage a suitable consultant or consultants to undertake this task. Under the MOU this has been delegated to IWS. This arrangement presents a number of problems from a governance point of view.

While IWS is considered an asset in the WWNAC financial statements, IWS is a trading entity with little or no tangible assets. Therefore it should also properly be considered as "value at risk" for WWNAC.

Moreover, the investment in IWS represents highly concentrated value at risk, as it amounts to 76.5% of WWNAC's net assets.

This investment also has a heightened risk profile due to the company not being a wholly owned subsidiary, but in fact a joint venture, and so should be assessed in the context of a counterpart risk.

It is hard to see how a strategic plan, or business plan, or annual operations plan, can properly assess and treat this risk, when the plan is prepared by IWS itself.

As a result of this, we believe that WWNAC may not be compliant with its obligation contained in clause 24(c) of the Head Agreement of "identifying and managing risk in a manner that gives the project the best chance of achieving the outcomes, objectives and/or key performance indicators set out in the Project Schedule."

Possible breach of provisions relating to application and purpose of grant monies

The Capacity Building Grant contains a schedule of deliverables in Clause 2.1. These include, but are not limited to:

- a Strategic Plan;
- a Business Plan;
- a Annual Operating Plan;
- a Communications Plan;
- a Regional Economic Snapshot;
- two Feasibility Studies;
- a Review of PBC Compliance; and
- a Review of WWNAC's Policies and Procedures.

Clause 2.1 of the Capacity Building Grant also provides funding for three ILUA related staff for WWNAC.

The January 2021 Provider Progress Report stated that the ILUA Economic Development Project Officer and Financial Operations Manager positions had been filled. However, the Board of WWNAC is unclear who if anyone fills the positions. We do note the Board's advice, though, that these staff are not employed by WWNAC, and therefore are presumably engaged through IWS.

The Capacity Building Grant specifically states that the purpose of the Grant is:

...to develop and strengthen the capability and capacity of the Wulli Wulli Nation Aboriginal Corporation; enabling the governance, operations, skills and resources of the organisation to meet a growth in demand, and. to enable the organisation's participation in, and activation of, further economic development opportunities. This will be achieved through business support, operational capacity building, governance training and support, and systems review.

Under Clause 33 of the Head Agreement, WWNAC is not permitted to assign any of its rights under the Grant without the Commonwealth's written approval. In this regard, the Capacity Building Grant does not provide for the assignment of the funded ILUA positions to an organisation other than WWNAC.

We therefore conclude that the employment of these positions within IWS or some other entity rather than WWNAC would appear to be a breach of the provisions relating to the application and purpose of monies provided under the Capacity Building Grant.

There are also issues relating to the other deliverables set out in Clause 2.1

So far, \$654,406.50 has been paid to IWS under the MOU. This represents a budgeted cost of \$769,890 less 15%, or some 60% of the Commonwealth grant funding for the three year project. However, we are instructed that as at the date of this report, none of the deliverables set out in the list above has been produced to WWNAC by IWS.

This raises both governance and project management issues of a serious nature. A detailed consideration of the project management issues is set out below, but WWNAC should give careful consideration to whether it can reasonably assure the Commonwealth that the outcomes specified under the Capacity Building Grant can be delivered under the IWS MOU.

Project Management issues

There are also project management issues which WWNAC needs to consider.

For the purposes of this report, Project Management is considered to encompass WWNAC's ability to recognise and manage elements of risk in the delivery of outcomes specified in the Capacity Building Grant.

To ensure a proper consideration of the issues raised in this regard, Mr Brandon Leong undertook a project management risk analysis in relation to the Wulli Wulli Capacity Building Grant. Mr Leong is an experienced CFO, and project manager, and holds a Master of Business Administration degree from Oxford University.

A review of the project management risks reveals serious and systemic failures which give rise serious concerns about WWNAC's ability to meet its obligations under the Head Agreement and the Capacity Building Grant. For convenience, the detailed review is attached at **Appendix B**.

Although all the matters raised in the review are serious, we particularly note the following findings:

1. There is a risk of inaccurate cost reporting as there is no dedicated account (or series of accounts) to record the project funding and costs.
2. The absence of project risk management plans, system and processes to identify and manage the risks for the project is not only a crucial element for effective delivery of the project, but it would be a high risk of contravention of the Head Agreement (paragraphs 24 (a) and (c)).
3. There is a risk lack of scope clarity, and obligations by not having more detailed, formal terms of engagement between WWNAC and its outsourced project manager, other than a MOU.
4. This may further lead to a significant legal and compliance risk noted with the current arrangement under the MOU in relation to legal entitlement to hold funds and engage in contracts for the Provider. This risk would similarly apply to obligations and liabilities associated with entering into binding supply agreements and ownership of assets.
5. The absence of project risk management plans, systems and processes to identify and manage the risks for the project is not only a crucial element for the delivery of the project, but it would be in contravention of the Head Agreement.

Conclusion

Having regard to the findings of this report, we believe WWNAC is obliged under clause 22 of the Head Agreement to raise the shortcomings identified with the Commonwealth at the earliest opportunity.

Himalaya Consulting Pty Ltd

11th June, 2021.

Disclaimer and conflicts of interest declaration

Please note that this report does not purport to provide legal advice, and WWNAC is encouraged to seek legal advice in relation to all matters of law raised in the report. Moreover, this report does not purport to be an audited expenditure report.

This report is provided solely for the benefit of WWNAC and is not intended to and should not be used or relied upon by any third parties. We do not accept any duty of care, to any other person or entity other than WWNAC.

Himalaya Consulting Pty Ltd has previously provided services to WWNAC in relation to the holding of some AGMs, as well as to certain native title matters. However, neither Himalaya Consulting Pty Ltd nor any of its staff has previously given any advice in relation to this matter. Neither Himalaya Consulting Pty Ltd nor any of its staff has any commercial relationship with IWS nor any party related thereto.

APPENDIX A

Grant deliverable	MOU deliverable (corresponding)	MOU deliverable (not required)
GOVERNANCE SUPPORT		
Review PBC compliance	A review of governance processes and compliance since inception	
Review associated governance processes	A review of governance processes and compliance since inception	
Review AGMs	Review AGMs and Board transitions since inception	
Review board transition	Review AGMs and Board transitions since inception	
Update Constitution/Rule Book and associated governance processes	Update PBC Rule Book and Procedures	
Develop board training programme	IWS will work with partner training organisation Look Forward Now to deliver a customised Governance program for WWNAC focused around the Diploma of Business Governance qualification	
Provide governance training to directors	IWS will work with partner training organisation Look Forward Now to deliver a customised Governance program for WWNAC focused around the Diploma of Business Governance qualification	
Provide accredited and non-accredited governance training to emerging leaders of the PBC to support succession planning including leadership and development training		
Review policies and procedures of the business (including risk management, HR WHS, Code of Conduct, Recruitment, Confidentiality, Asset Management, Financial Delegations, Conflict of Interest, etc)		
		Reviewing and understanding the existing functions of the PBC

Grant deliverable	MOU deliverable (corresponding)	MOU deliverable (not required)
		Mapping existing agreements, resources and support mechanisms
		Reviewing the membership and its engagement with the PBC
		Identifying short, mid and long term aspirations of the PBC
		Determining economic, social and cultural aspirations
		Determining governance priorities
BUSINESS SUPPORT		
Review existing organisational Strategic Plan	Reviewing and updating existing strategic and business planning	
Develop Business Plan	Developing a business plan to underpin delivery. Ensure the business plan is executed, monitored and updated.	
Develop Annual Operational Plan		
Develop Communications Strategy	Developing a Communications Strategy	
Review and develop IT systems and purchase assets		
Develop Regional Economic Snapshot (RES)	Review and develop a Regional Economic Snapshot (RES) to underpin economic development opportunities.	
Develop Feasibility Study for Cultural Hub on Country and one further Feasibility Study Opportunity	Undertake two feasibility studies into commercial business concepts identified by the boas as part of the planning. IWS will assist to refine concepts through a 'gates and hurdles' approach to identify the ideal concepts	

Grant deliverable	MOU deliverable (corresponding)	MOU deliverable (not required)
		Review and discuss the PBCs financial statements
		Discuss the greatest challenges with governance
		Determine procedural and training requirements
CAPACITY BUILDING		
Engage ILUA Economic Development Project Officer	Engage staff in roles to progress ILUA outcomes while upskilling other internal staff	
Engage Financial Operations Manager	Engage additional staff member in a financial and operational role, as well as with labour hire experience to support enterprise opportunities in the community. COMMENT: Linking the Financial Operations Manager role to line management of IWS's labour hire business creates inherent financial risk because the financial controller cannot exercise independent financial control over functions for which they have operational responsibility	
Engage Land and Culture Manager		

APPENDIX B



REPORT

WULLI WULLI NATION ABORIGINAL CORPORATION

Project Management Risk Analysis in relation to the
Wulli Wulli Capacity Building Project

(June 2021)

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Contents

Executive Summary3

Scope4

Methodology4

Documentation Reviewed5

Observations and Findings5

Conclusion8

APPENDIX I: Project Management Process Group and Knowledge Area Mapping Table9

APPENDIX II: Documentation Reviewed10

APPENDIX III: Review and Analysis Findings11

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EXECUTIVE SUMMARY

As part of its corporate purpose and objectives, the Wulli Wulli Nation Aboriginal Corporation ("WWNAC") had successfully identified and gained approval for Federal Government grant funding. The grants programme is funded by the National Indigenous Australians Agency ("NIAA") and represents a series of projects.

Of these projects is the Wulli Wulli Capacity Building Project. The project enables governance, operations, skills and resources of the organisation to meet growth in demand, and to enable the organisation's participation in, and activation of, further economic development opportunities. Total funding for this project under the grant is \$1,174,800 (GST Excl).

Under the terms of the agreement, WWNAC is identified as the Provider and has specific responsibilities to deliver each project. Further provisions in the grant agreement specify that unsatisfactory management of financial, risk management or governance issues would be cause for changes in the funding arrangements.

A project management risk analysis has been carried out to provide an indication of the existence of project management related risks in relation to WWNAC for this project. It is for the purpose of understanding WWNAC's ability to carry out its obligation to deliver the project. This was based on a desktop review of project-related documentation and correspondence to identify risks for further consideration by WWNAC.

The result of this analysis has uncovered several potential areas of risk.

There are risks relating to the application general project management knowledge areas arising from key elements that were not evident in the documentation reviewed. Based on the information, these risks have the potential to cause not only inefficiencies in delivery, but potentially misalign project outcomes. These may have direct relevance to WWNAC's role and capability as Provider under the grant.

There are also specifically identified risks relating to WWNAC's risk of compliance with the NIAA funding agreements and general laws. These relate to financial, unmanaged risk and procurement policies and processes, and may warrant investigation.

It is acknowledged that this analysis is limited to the documentation reviewed and as such, the analysis of risks may be modified further to additional information from further investigation.

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SCOPE

Wulli Wulli Nation Aboriginal Corporation ("WWNAC") has been identified as the Provider under the Head Agreement for Indigenous Grants, Provider reference 4-CWO4TWC / Grant Systems Agreement number 4-E9ZUE5U ("Head Agreement") and Project Schedule – General Grants Jobs Land and Economy Programme, Project Schedule reference number 4-E9ZUEEK ("Project Schedule").

Trabem Services has been engaged to review documentation and provide an analysis of project management risk for WWNAC's project management capability. This underpins the Provider's ability to fulfil its role and obligations under the Head Agreement and Project Schedule.

This analysis specifically relates to WWNAC's capability to undertake responsibilities associated with the role of Provider in delivery of the Wulli Wulli Capacity Building Project (Project ID 4-E9ZUEFC).

This analysis is not intended to be, nor should be construed as a risk assessment for WWNAC as an enterprise, or parties or business arrangements.

METHODOLOGY

The analysis focuses on the obligations and responsibilities of the Provider. Whole or parts of tasks to be performed by the Provider may have been outsourced. Documentation reviewed is intended to encompass the entire delivery of the Project, including any activities performed by contracted parties.

The understanding of the requirements of the Provider's capability was set against the Project Management Institute's Project Management Body of Knowledge (PMBOK® Guide Sixth Edition) knowledge categories to identify an establish framework and align areas of analysis¹.

The analysis was an application of facts understood from a review of documentation to the project knowledge areas to identify the existence WWNAC's project management resources, processes, and systems, compared with the expected elements in the PMBOK knowledge areas. This would then provide an understanding of the potential risks for delivery of the project and therefore the Provider's capability to fulfil its responsibilities under the Head Agreement and Project Schedule.

Please refer to Appendix I for the Project Management Process Group and Knowledge Area Mapping table in the PMBOK® Guide Sixth Edition.

¹ More detailed analysis including Project Process Groups, and detailed review of Inputs, Tool & Techniques and Outputs against the framework is not in scope of the engagement. An indication of the magnitude and likelihood of risk and issues has not been performed in the scope of this engagement.

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DOCUMENTATION REVIEWED

Documentation was provided and reviewed to ascertain facts which may be applied to the project management risk analysis. The documentation relates to two categories:

1. Executed contracts and agreements. This includes the project-related agreements for the grants by NIAA to WWNAC in addition to significant agreements between WWNAC and its project delivery contractor.
2. Correspondence (communicated through emails). This includes reports, queries and additional information relating to this project.

Please refer to Appendix II for a detailed listing of these documents.

Please note that the analysis is based on these documents reviewed. Further documentation may potentially update the analysis, risks identified are / or provide greater clarification of the extent of risks.

OBSERVATIONS AND FINDINGS

Undertaking the process of information review and application of these facts, set against the PMBOK knowledge areas, has identified several areas of project management activities which could not be further evidenced or supported.

There are observations which noted that key project management outputs, processes and elements were not present in the reviewed documentation. In their absence, it would lead to heightened risks of inefficient delivery². These are summarised as general risks in Table A below.

Specific observations with have also been made in relation to events or conditions in the reviewed documentation which pose specific risks for the project. These have been analysed based on practice and commercial conventions and applied to the individual circumstance for WWNAC as Provider. These have been summarised as Specific risks in Table A below.

² Beyond delays and cost overruns, this could include mis-alignment of requirements, and risks of non-delivery of project outcomes.

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Table A. Summary of Project Management Risks

Project Management Knowledge Area	General Risks	Specific Risks
Project Integration (and governance)	Related to project charter, maturity of management plans, change management, and acceptance controls	
Scope management	Related to detailed activity descriptions, Work Breakdown Structure, acceptance and validation criteria, requirement matrix	
Schedule Management	Related to project (time) schedule, change processes and reporting thereof	There appears to be an inconsistency in project duration (which would otherwise be a matter to be raised for variation with the NIAA). This has not been included in the documentation.
Cost Management	Related to detailed cost definition and estimate build-up, actuals to budget and reforecasting, reporting on costs.	There is a risk of inaccurate cost reporting as there is no dedicated account (or series of accounts) to record the project funding and costs. Unspent grant monies appear to have been transferred to the project contractor. This appears to be a contravention of the Head Agreement (paragraph 13) and the Project Schedule (Part 3 Item 6) which infers that unspent grant monies to are to be held by VVWVAC. These rights do not appear to have been conferred by any other agreement.
Quality Management	Related to detailed targets and metrics, review and approval controls, corrective actions processes	
Resource Management	Related to identification of all project resources and assignment to scheduled activities, responsibilities, and rights for resources	
Communications Management	Related to documented mediums and processes for communications, mapping to stakeholders, consistency of correspondence	
Risk Management	The general absence of risk management methodology and evidence for risk identification and management, planned or reported	The absence of project risk management plans, system and processes to identify and manage the risks for the project is not only a crucial element for effective delivery of the project, but it would be a high risk of contravention of the Head Agreement (paragraphs 24 (a) and (c)).

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Project Management Knowledge Area	General Risks	Specific Risks
Procurement Management	Related to clearly documented (and followed) procurement policies and processes (e.g. tendering, selection, approvals)	<p>There is a risk lack of scope clarity, and obligations by not having more detailed, formal terms of engagement between WVNAC and its outsourced project manager, other than a MOU.</p> <p>This may further lead to a significant legal and compliance risk noted with the current arrangement under the MOU in relation to legal entitlement to hold funds and engage in contracts for the Provider. This risk would similarly apply to obligations and liabilities associated with entering into binding supply agreements and ownership of assets.</p>
Stakeholder Management	Related to stakeholder identification and management plans.	The changes in stakeholders noted in the correspondence is a present risk for the project and measures to realign the stakeholder management plans to ensure continuation of the project have not been noted.

More detailed commentary and breakdown of the analysis are included in Appendix III.

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CONCLUSION

This analysis is based on an understanding obtained from facts derived from documentation provided. Further documentation may provide further analysis leading to different observations and risks identified, both positive and negative.

Based on the information reviewed, the analysis of project management risks has identified risks related to a number of key elements of project management knowledge areas that did not appear to be present or supported in the documentation. These would be fundamental and common practice for sound project management. It therefore prompts consideration for further investigation into the root causes of these risks for the purposes of understanding WWNAC's capability to deliver the project in accordance with paragraphs 20 to 28 of the Head Agreement.

Further, the specific risk items identified in the documentation would be cause for detailed investigation. These have potential implications on the Provider's compliance with the Head Agreement and Project Schedule.

Disclaimer

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APPENDIX I: PROJECT MANAGEMENT PROCESS GROUP AND KNOWLEDGE AREA MAPPING TABLE

Knowledge Areas	Project Management Process Groups				
	Initiating Process Group	Planning Process Group	Executing Process Group	Monitoring and Controlling Process Group	Closing Process Group
4. Project Integration Management	4.1 Develop Project Charter	4.2 Develop Project Management Plan	4.3 Direct and Manage Project Work 4.4 Manage Project Knowledge	4.5 Monitor and Control Project Work 4.6 Perform Integrated Change Control	4.7 Close Project or Phase
5. Project Scope Management		5.1 Plan Scope Management 5.2 Collect Requirements 5.3 Define Scope 5.4 Create WBS		5.5 Validate Scope 5.6 Control Scope	
6. Project Schedule Management		6.1 Plan Schedule Management 6.2 Define Activities 6.3 Sequence Activities 6.4 Estimate Activity Durations 6.5 Develop Schedule		6.6 Control Schedule	
7. Project Cost Management		7.1 Plan Cost Management 7.2 Estimate Costs 7.3 Determine Budget		7.4 Control Costs	
8. Project Quality Management		8.1 Plan Quality Management	8.2 Manage Quality	8.3 Control Quality	
9. Project Resource Management		9.1 Plan Resource Management 9.2 Estimate Activity Resources	9.3 Acquire Resources 9.4 Develop Team 9.5 Manage Team	9.6 Control Resources	
10. Project Communications Management		10.1 Plan Communications Management	10.2 Manage Communications	10.3 Monitor Communications	
11. Project Risk Management		11.1 Plan Risk Management 11.2 Identify Risks 11.3 Perform Qualitative Risk Analysis 11.4 Perform Quantitative Risk Analysis 11.5 Plan Risk Responses	11.6 Implement Risk Responses	11.7 Monitor Risks	
12. Project Procurement Management		12.1 Plan Procurement Management	12.2 Conduct Procurements	12.3 Control Procurements	
13. Project Stakeholder Management	13.1 Identify Stakeholders	13.2 Plan Stakeholder Engagement	13.3 Manage Stakeholder Engagement	13.4 Monitor Stakeholder Engagement	

Table 1-4 (Guide). Project Management Process Group and Knowledge Area Mapping

A Guide to the Project Management Body of Knowledge (PMBOK® Guide) – Sixth Edition, ©2017 Project Management Institute, Inc. All rights reserved.

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APPENDIX II: DOCUMENTATION REVIEWED

<i>Documents / Correspondence Reviewed</i>	<i>Description</i>
Head Agreement for Indigenous Grants (Provider reference 4-CWO4TWC / Grant Systems Agreement number 4-E9ZUE5U)	Head Agreement for Grant Funding
Project Schedule – General Grants Jobs Land and Economy Programme (Project Schedule reference number 4-E9ZUEEK)	Project Schedule for Grant Funding
Memorandum of Understanding - Provision of Services for PBC Capacity Building Grant Project	MOU between WWNAC and Indigenous Work Stars for provision of services for WWNAC Capacity Building Project
Agreement for Sale of Share (Peaciv, Tijaro and WWNAC)	Sales of shares from Peacov and Tijaro for background
Brian Clancy (Wed 02/06/2021 16:15) Re: Acquittal of grant funding and four questions	Email correspondence in relation to Project
Brian Clancy (Wed 02/06/2021 16:23) Re: Acquittal of grant funding and four questions	Email correspondence in relation to Project
Brian Clancy (Wed 02/06/2021 18:36) Fwd: Wulli Wulli People Revenue Sharing Indigenous Land Use Agreement	Email correspondence in relation to Project
Brian Clancy (Wed 02/06/2021 18:36) Fwd: New Matter - Capacity Building Initiatives	Email correspondence in relation to Project
Brian Clancy (Wed 02/06/2021 18:37) - Fwd: F/UP WWNAC Bills (2) to Cattle Creek Coal sent 6/11/2019	Email correspondence in relation to Project
Elliot Anderson (Wed 02/06/2021 22:11) Re: Acquittal of grant funding and four questions	Email correspondence in relation to Project
Brian Clancy (Thu 03/06/2021 11:35) Fwd: CBA payments to IWS from NIAA money	Email correspondence in relation to Project
Brian Clancy (Thu 03/06/2021 11:35) Fwd: AGM Treasurers Report	Email correspondence in relation to Project
Brian Clancy (Thu 03/06/2021 11:36) Fwd: PBC Support Funding	Email correspondence in relation to Project
Brian Clancy (Thu 03/06/2021 11:38) Fwd: Wulli Wulli Audited Financial Statements 30 June 2020	Email correspondence in relation to Project
Brian Clancy (Thu 03/06/2021 11:55) Fwd: Draft Financials	Email correspondence in relation to Project
Brian Clancy (Thu 03/06/2021 12:49) Bookkeeper contact	Email correspondence in relation to Project
William O'Chee (Fri 04/06/2021 16:44) Fwd: Bookwork for Wulli Wulli	Email correspondence in relation to Project
William O'Chee (Fri 04/06/2021 16:44) Fwd: No 4 - Pearson and Robson	Email correspondence in relation to Project
William O'Chee (Fri 04/06/2021 16:45) Fwd: No 3 - DPM & C Grant	Email correspondence in relation to Project
William O'Chee (Fri 04/06/2021 16:45) Fwd: NO 2 - Indigenous Workstars Invoices and Dividend and Share Sale Agreement	Email correspondence in relation to Project
William O'Chee (Fri 04/06/2021 16:45) Fwd: NAB and CBA bank statements	Email correspondence in relation to Project
Brian Clancy (Mon 07/06/2021 10:04) Re: IWS ledger in WWNC accounts	Email correspondence in relation to Project
lesleybfb@bigpond.com (Mon 07/06/2021 10:37) RE: IWS ledger in WWNC accounts	Email correspondence and financial information for WWNAC
William O'Chee (Mon 07/06/2021 10:53) Subject: Fwd: Workshop Agenda - final	Workshop agenda for Project
William O'Chee (Mon 07/06/2021 10:57) Fwd: IWS November Monthly Report	November Report to the Board for IWS
William O'Chee (Wed 09/06/2021 09:10) Progress report January 2021	Progress Report for Project (1/7/20 to 31/12/20)
Lesley Johnston (Wed 09/06/2021 11:17) (no subject)	System Financial Reports for WWNAC as of 9/6/2021

APPENDIX III: REVIEW AND ANALYSIS FINDINGS

Analysis of the application of Project Management Knowledge Area to 4-E9ZUEFC Wulli Wulli Capacity Building Project					
Knowledge Areas	Summary	Items Reviewed	Comments / Observation(s)	Risk Implication(s)	
[4] Project Integration Management	4.1 Develop Project Charter	Head Agreement Project Schedule MOU	Being the funding entity of the grant the NIAA is deemed to be the Project Sponsor and WWNAC has direct and formal responsibilities for managing the project. The Head Agreement, together with Project Schedule and MOU provide the basis and element of the Project Charter. However taken as a whole there appears to be some critical elements which require further clarification. These include: - Overall project risk; - Summary milestone schedule; - Key stakeholder list; - Project approval requirements - Project exit criteria - Assigned project manager, responsibility, and authority level; and - Name and authority of the sponsor or other person(s) authorizing the project charter. - Assumption log(s) Although many of these are implied, such fundamental elements may cause risks and issues for the project participants.	Elements such as the milestone schedule and responsibilities and authorities between the stakeholders and project manager may easily cause delivery risks. The project charter sets these pivotal understandings and agreements for the project. This is the basis for governance of the project. From review of correspondence, it is understood that some of these risks have emerged and appears to be structurally linked to the weakness in the Project Charter process.	
	4.2 Develop Project Management Plan	Project Schedule and MOU	The project management plan encompasses and integrates the subsidiary management plans which are analysed below: Scope, Requirements, Schedule, Cost, Quality, Resource, Communications, Risk, Procurement, Stakeholder engagement. Also included would be scope, time and cost baselines. For WWNAC, the 'Project Description' (as set out in the Project Schedule Part 3 Section 2), together with the 'Project Deliverable' (in the MOU) provides the basis of scope (see Item 5 below) There appears to be some evidence of subsidiary management planning (e.g. a project budget, planned project start and end, and reports). However, from the documentation reviewed, there appears to be no formally designated management plans to support these outputs from planning. It was also noted there are some inconsistencies in alignment of language and activities as description between the Project Description (Project Schedule) and 'Project Deliverable' (MOU)	Any missing elements of these key planning steps under the project charter will cause risks to achieving effective project delivery.	
	4.3 Direct and Manage Project Work	Project Schedule and MOU	Due to the structural elements which have only been assumed in the documentation, clarity is required as to roles and responsibilities. Based on the documentation reviewed however, there has been one project performance report (1/7/20 to 31/12/20). Further detailed reporting (to evidence and ascertain activity) has not been included for review.	The assumption that IWS is leading and performing the management of the project is only implied. The Project report has been labelled as from WWNAC. However without formal agreement (or re-establishment of this understanding), uncertainty exists (both formally and delegated) as to which parties are leading and performing the project activities.	

Analysis of the application of Project Management Knowledge Area to 4-E9ZUEFC Wulli Wulli Capacity Building Project					
Knowledge Areas	Summary	Items Reviewed	Comments / Observation(s)	Risk Implication(s)	
4.4 Manage Project Knowledge	Using existing knowledge and creating new knowledge to facilitate organizational learning	Project Schedule and MOU	The Project deliverable and descriptions have listed specific project outputs (e.g. Updated PBC Rule Books, feasibility studies, etc.). However, the tools and processes for capturing project content and knowledge has not been made known for the purposes of this review. This would typically include: - Lessons learned register; - Library services (specific to project outputs); - Information gathering, for example, web searches and reading published articles; and - Project management information system (e.g. archives / repositories / online wiki)	The risk of organisational learnings (arguably the purpose of this project - being capacity building) not being sustained if no repositories of project knowledge are established.	
4.5 Monitor and Control Project Work	Tracking, reviewing, and reporting overall progress to meet the performance objectives defined	Project Schedule and MOU IWS November Monthly Report Project Performance Report (1/7/20 to 31/12/20)	Typical items for monitoring and controlling work would include: - Work Performance Report (November Summary noted) - Change Requests (none noted) - Project Management Plan updates (none noted) - Updates to cost forecasts, issues log, lessons learned, Risk register, schedule forecast. Noted the November Monthly Report from IWS. This was a very high-level summary, but for all of IWS's workstreams: Based on the documentation reviewed, there is a high level of difficulty to ascertain whether these processes are occurring in the absence of a formal report being tabled to stakeholders. Review of the Performance Report for the project (1/7/20 to 31/12/20): This report which covers a half-year of a planned two-year project does not appear to include typical elements of project reporting (mainly centred around updates to the project scope, time, costs, and risks / issues)	No clear documentation to support the continual update of project plans. Risk that changes will not be appropriately responded to.	
4.6 Perform Integrated Change Control	Reviewing all CRs and deciding upon the outcome	Email correspondence on project	No change requests or change log noted.	This implies no formal changes have been requested to the sponsor or to the entity WVNAC by the project managers. It may be inferred there are no changes. However due to the relative lack of depth in reporting and communication, any potential changes may not be adequately captured and raised.	
4.7 Close Project or Phase	Finalizing all activities for the project or phase	None	Not applicable as project is currently in execution. It is noted however that no project closing plan (together with close-out criteria) has been identified in the reviewed documentation.	Risk of insufficient procedures and criteria to close-out and evaluate the project for acquittal and resourcing purposes. This may result in overruns in cost, time and scope.	

Analysis of the application of Project Management Knowledge Area to 4-E9ZUEFC Wulli Wulli Capacity Building Project					
Knowledge Areas		Summary	Items Reviewed	Comments / Observation(s)	Risk Implication(s)
[5] Project Scope Management	5.1 Plan Scope Management	Process of creating the scope management plan, which is going to tell you how the product scope will be defined, validated and controlled based on the Project Charter	Head of Agreement Project Schedule MOU Email Correspondence	<p>Paragraphs 24 to 26 of the Head Agreement document the process to be undertaken for project changes.</p> <p>The Project Schedule (Part 3) and the MOU specify the Project Description and Deliverables.</p> <p>- In regard to management of scope, typical outputs would include the process of breaking-down the scope to the WBS and establishes a baseline to be maintained. These activities were not noted in the documentation reviewed. Without a WBS, there is significant risk in not being able to define, baseline, and complete the project activities in time and within budget and to specified quality standards.</p> <p>- The control of the project may be strengthened by potentially agreeing, clarifying and documenting the acceptance criteria as much as possible. This too is not present.</p> <p>- As set forth in the Project Description (Project Schedule) it can only be inferred that a Requirement Collection process had been undertaken (for WWNAC and its community).</p> <p>- A more formally documented process and completed Requirements Matrix (or process to verify requirements) ensures alignment of requirements. A formal record (or acknowledgement) of requirements collection process (only implied) in a mapped requirements matrix does not appear present.</p> <p>- Two areas which may benefit from clarification are:</p> <ol style="list-style-type: none"> 1. the Acceptance Criteria (for deliverables) and 2. Any projects exclusions. <p>- It is understood from the documentation that there is progressive assessment to be undertaken by the Agreement Manager (NIAA).</p> <p>- There has been no WBS identified for review.</p> <p>- Based on the information reviewed, the project has not yet completed any validation activities. This can be due to the fact that no deliverables have been completed (as planned) or the process is not present.</p>	<p>Risk of uncertainties of closure of deliverables / phases and unmonitored and unreported scope changes.</p> <p>Risk of scope changes not being defined and approved.</p> <p>Risk of scope not being delivered (process to monitor changes).</p>
	5.2 Collect Requirements	Determining and documenting stakeholder needs	IWS November Monthly Report (Email Summary Only) Project Performance Report (1/7/20 to 31/12/20)		
	5.3 Define Scope	Developing a detailed description of the project			
	5.4 Create WBS	Subdividing the project deliverables into smaller components			
	5.5 Validate Scope	Formalizing acceptance of the completed project deliverables The sponsor validates that the work has been completed			
	5.6 Control Scope	Monitoring the status of the project scope and changes to the baseline			
[6] Project Schedule Management	6.1 Plan Schedule Management	Establishing policies and procedures for planning, managing and controlling the project schedule Looking at past projects in your organization policies and procedures and best practices in the industry	Head of Agreement Project Schedule MOU Email Correspondence	<p>Apart from the high-level Project Duration (Project Schedule) and the Project Budget (MOU), there has been no detailed elements of sequencing activities and milestones set against the WBS (see above) for timing of delivery in the project documentation provided.</p> <p>- No Schedule Management Plans had been identified in the reviewed documentation.</p> <p>- A Schedule of timing of activities (summary or detailed) was not noted in the documentation reviewed, nor a Schedule change management process.</p> <p>- Progress reports reviewed indicate a qualitative status of tracking, but no details of how it relates to the baseline schedule.</p> <p>- Inconsistency in documentation for duration of project: Project Schedule has been written and signed in Jun 2020. It indicates a planned project end date of 30 June 2022, being approximately two years. This is substantially different from the Budget in the MOU which indicates a three-year delivery timeframe.</p>	<p>Risk of non-delivery of milestones</p> <p>Risk of unapproved changes</p> <p>Risk of time-overruns.</p> <p>Risk of inappropriate sequencing of interdependent activities.</p> <p><u>A detailed project time schedule, which has been resourced-mapped to the WBS is a fundamental project element and this does not appear to have been included.</u></p> <p><u>Further, the inconsistency in project duration (which would otherwise be a matter to be raised for variation with the NIAA) appears not to have been included in the documentation.</u></p>
	6.2 Define Activities	Identifying and documenting the specific actions to be performed			
	6.3 Sequence Activities	Identifying and documenting relationships among the project activities			
	6.4 Estimate Activity Durations	Estimating the number of work periods needed to complete individual activities with the estimated resources			
	6.5 Develop Schedule	Analyzing activities sequences, durations, resource requirements, and constraints to create the project schedule. Output - project schedule			
	6.6 Control Schedule	Monitoring the status of the project to update the project schedule and manage changes to the schedule baseline			

Analysis of the application of Project Management Knowledge Area to 4-E9ZUEFC Wulli Wulli Capacity Building Project					
Knowledge Areas		Summary	Items Reviewed	Comments / Observation(s)	Risk Implication(s)
[7] Project Cost Management	7.1 Plan Cost Management	Defining how the project costs will be estimated, budgeted, managed and monitored	MOU Email Correspondence	<p>The MOU provides the most detailed documentation of cost planning in the Project Budget and Financial Model (Item 5 MOU). However, there appears to be an absence of a further detailed cost plan and cost controlling policies and procedures.</p> <p>Review of the budget indicates the following items to be clarified:</p> <ul style="list-style-type: none"> - Understanding of 'In-kind' commitments will be identified, managed and account for - Mapping of cost elements back to activities support the deliverables (see Scope and Schedule management notes) - It has been indicated that the budget had been submitted. There appears to be no formal approval of this by stakeholder (in the absence of Approval Requirements in the Project Charter) - The process and details for the estimation of the costs of Strategic Planning / Business Planning / Economic Analysis / Feasibility Studies is not clear and not mapped to resources. - Similarly, the three resources planned have not been mapped to activities, and WBS and time Schedule. - There is an Admin Fee discussed in the budget for which funding is retained by WWNAC. This does not seem to be applied to the project budget, or at least the details are not clear. - Whilst not necessarily a point related to project management process or control, the Corporate / Admin operational costs constitute approximately 36% of the budget. This may be deemed relatively high without further detail as to the activities. - It was noted the WWNAC has no separate ledger or designated account in the accounting system to record the Project fundings and costs. - Under the MOU (and corroborated with the review of email correspondence) it is noted that project funding (less a retained amount of 15%) has been remitted to IWS. Per review of the financial transactions in the email correspondence, it appears that these amounts have been classified as contractor fees. This appears to be inconsistent with the substance of the transaction. The MOU makes no provision for the assign of legal right to IWS to hold and disburse funds for WWNAC. This would appear to be a contravention of the Head Agreement (paragraph 13) and the Project Schedule (Part 3 Item 6) which infers that unspent grant monies to are to be held by WWNAC. 	<p>Risk of cost expenditure not aligning to project activities.</p> <p>Risk of cost governance due to lack of controls in approvals and funding.</p> <p>Risk of over / under resourcing.</p> <p>Ultimately the misalignment or absence of project cost control processes has a risk of cost overruns.</p> <p>There is a risk of inaccurate cost reporting as there is no dedicated account (or series of accounts) to record the project funding and costs.</p> <p><u>There appears to be a risk of contravention of the Head Agreement and Project Schedule with the remission of project funding to IWS. These rights do not appear to have been conferred by any other agreement.</u></p>
	7.2 Estimate Costs	Developing/estimating how much money would be needed for activities			
	7.3 Determine Budget	Aggregating the estimated costs of individuals activities or work packages to establish and authorized cost baseline			
	7.4 Control Costs	Monitoring the status of the project to update the project cost and manage changes to the cost baseline			
[8] Project Quality Management	8.1 Plan Quality Management	Identifying and documenting quality requirements and standards of the project	Head Agreement Project Schedule MOU Project Performance Report (1/7/20 to 31/12/20)	<p>Item 3 of Part 3 in the Project Schedule indicates Key Performance Indicators to be reported on. Apart from items 1 and 10, the reported metrics do not have a targets associated with the reported activity levels.</p> <p>It is further noted that funding milestones are associated with submissions of reports (and site reviews) by the Agreement Manager (NIAA). This implies an approval control.</p> <ul style="list-style-type: none"> - The specification of the acceptance criteria (noted in Scope considerations) and targeted quality metrics, linked to a researched and documented Requirements Matrix is not apparent. - This would allow specific performance standards can be planned and controlled in execution. - Quality objectives should also be linked to the project Risk Register and Stakeholder Register. 	<p>Risk of requirements not being met.</p> <p>Risk of stakeholder misalignment.</p> <p>Associated cost, time and scope overruns may result.</p>
	8.2 Manage Quality	Translating the quality management plan into executable quality activities			
	8.3 Control Quality	Monitoring and recording the results of executing the quality management activities to assess performance			

Analysis of the application of Project Management Knowledge Area to 4-E9ZUEFC Wulli Wulli Capacity Building Project					
Knowledge Areas		Summary	Items Reviewed	Comments / Observation(s)	Risk Implication(s)
[9] Project Resource Management	9.1 Plan Resource Management	Defining how to estimate, acquire and manage physical and team resources	Head Agreement Project Schedule MOU Project Performance Report (1/7/20 to 31/12/20)	<p>The Project Schedule (Item 3.2) specifies specific roles to be engaged as project resources. These include the engagement of a Project Officer, Financial / Operations Manager and Culture Manager.</p> <p>The Head Agreement (paragraphs 37-39, 69) further outlines considerations for Key Personal requirements for the project.</p> <p>In the MOU, it appears that only the Financial / Operations Manager is identified in the MOU. However, the MOU Project Budget and Financial Model specifies deliverable lines items (including three positions to be resourced).</p> <ul style="list-style-type: none"> - The Project Resource Management Plan should identify resources, assign these to activities in the WBS which support the scheduled delivery of the deliverables. The documentation reviewed does not specify any such mapping, nor a comprehensive list of resources to be engaged. - The resource management plan should also detail the roles and position descriptions for all resources and where these resources are planned to be acquired and or supplemented with training, etc.. It is noted that there are several 'in kind' activities which should be including in the resource considerations. - All planned resources should be baselined and included in the baseline cost plan. The reviewed documentation implies this has been completed via the Project Budget output, but the detail is not evident. - Further, it is not clear which responsibility area has control of resources. The Project Budget and Financial Model assigns cost responsibility and therefore resources planning responsibility is not implied. However this can not be assumed. 	<p>Risk of inappropriate resources / skills matching</p> <p>Risk of resource shortage.</p> <p>Industrial Relations risks</p> <p>The combination of these may impact the scope time and cost of the project.</p>
	9.2 Estimate Activity Resources	Estimating the type and qualities of resources needed			
	9.3 Acquired Resources	Obtaining resources necessary to complete the project work			
	9.4 Develop Team	Improving competencies, team members interaction and overall team environment to enhance project performance			
	9.5 Manage Team	Tracking the team members performance, providing feedback, resolving issues and managing team members changes to optimize project performance			
	9.6 Control Resources	Ensuring that the resources assigned to the project are available Monitoring the planned vs actual use of resources			
[10] Project Communications Management	10.1 Plan Communications Management	Developing an appropriate approach for project communication activities	Head of Agreement Project Schedule MOU Email Correspondence IWS November Monthly Report (Email Summary Only) Project Performance Report (1/7/20 to 31/12/20)	<p>The Project Schedule (Item 7) specifies Reporting and Site visits due to the Agreement Manager. This includes a schedule of milestones for delivery. Under the Agreement these reports are due from WWNAC.</p> <p>The MOU document specifies that all reports will be provided by IWS and submitted by WWNAC.</p> <p>Additionally, there will be written, quarterly updates provided by IWS to WWNAC.</p> <p>Typical Communications Management Plans would include further elements, such as:</p> <ul style="list-style-type: none"> - Communications mediums (data repositories, use of emails, meetings, phone calls, etc.) - Non-reporting type communications (activity delivery, risks / issues, urgent matters, consultation processes, privacy considerations, culture factors, etc.) - Communications management plan should be embedded in the Project (time) schedule and the mapped to the stakeholder register. - Documentation protocols are to be planned and adhered to including safekeeping and access rights to correspondence, memos, meeting minutes, presentations, reports and other project documents. <p>The points in the abovementioned list were not present in the documentation reviewed.</p>	<p>Without planned and controlled communications, inefficiencies in project delivery may arise due to information asymmetry, assumptions not being validated, etc.</p> <p>Project communications also run risks relating to data privacy and security, potentially exposing the legal entities involved.</p>
	10.2 Manage Communications	Ensuring timely and appropriate collection, creation, distribution storage and disposition of project information			
	10.3 Monitor Communications	Ensuring information needs of the project and its stakeholders are met			

Analysis of the application of Project Management Knowledge Area to 4-E9ZUEFC Wulli Wulli Capacity Building Project					Risk Implication(s)
Knowledge Areas	Summary	Items Reviewed	Comments / Observation(s)	Risk Implication(s)	
[11] Project Risk Management	11.1 Plan Risk Management	Defining how to conduct risk management activities for a project	Head of Agreement Project Schedule	The Head Agreement (paragraphs 24 (a) and (c)) infers the appropriate risk management to be carried out for the delivery of this all projects, including the scope to be delivered in the Project Schedule. It qualitatively stipulates risk management issues and if it deems that risks are not being identified and managed for the achieving the project outcome as a basis of intervention. This broadly mandates that project Risk Management practises should be in place for the project. - The MOU nor email correspondence reviewed makes no mention of project risk management systems being in place.	The absence of project risk management plans, system and processes to identify and manage the risks for the project is not only a crucial element for effective delivery of the project, but it would be in contravention of the Head Agreement.
	11.2 Identify Risks	Identifying risks and sources of risks	MOU		
	11.3 Perform Qualitative Risk Analysis	Prioritizing individual project risks for further analysis Determining probability and impact of risks	Email Correspondence IWS November Monthly Report (Email Summary Only)		
	11.4 Perform Quantitative Risk Analysis	Numerically analysing the combined effect of identified individual project risks and other sources of uncertainty on overall project objectives	Project Performance Report (1/7/20 to 31/12/20)		
	11.5 Plan Risk Responses	Developing options, selecting strategies, and agreeing on actions to address risks			
	11.6 Implement Risk Responses	Implementing agreed-upon risk response plans			
	11.7 Monitor Risks	Monitoring the implementation of agreed-upon risk response plans, tracking identified risks, identifying and analysing new risks, and evaluating risk process effectiveness			
[12] Project Procurement Management	12.1 Plan Procurement Management	Documenting project procurement decisions, specifying the approach and identifying potential sellers	MOU Email Correspondence IWS November Monthly Report (Email Summary Only) Project Performance Report (1/7/20 to 31/12/20)	From review of documents, it appears the planned procured items include: IWS (Project Management and delivery) Consultants: For Process reviews / Feasibilities (not clear) Look Now Training IT systems assets 2 X Motor Vehicles There appears to be no Procurement Management Plan communicated to WWNAC. It may be presumed that WWNAC with legally enter into purchase agreements, although this is not clear. If not, there appears to be no assignment of rights for IWS to contract for these items (apart from the IWS itself being a contractor). There appears to be no supporting documentation for the process for selecting and evaluating the Project Manager (IWS). Further there has been no formal agreement with IWS since the MOU. These contribute to apparent deficiencies in the procurement management for the project. The project charter and approvals plan should set the basic rights and obligations of the project participants to allow for effective procurement by the legally entitled parties. Under the MOU (and corroborated with the review of email correspondence) it is noted that project funding (less a retained amount of 15%) has been remitted to IWS. See Item 7 above for Cost management. A related risk of control over procurement (being payment for procured items) is inconsistent with general practice whereby the project manager is only remitted fees. The MOU does not legally assign the cash assets to IWS.	The lack of planned procurement policies and processes may lead to cost inefficiencies for the project. It may also result in quality issues if non-competitive tendering and selection occurs. There is a risk lack of scope clarity, and obligations by not having more detailed, formal terms of engagement between WWNAC and its outsourced project manager, other than a MOU. This may further lead to a significant legal and compliance risk noted with the current arrangement under the MOU in relation to legal entitlement to hold funds and engage in contracts for the Provider. This risk would similarly apply to obligations and liabilities associated with entering into binding supply agreements and ownership of assets.
	12.2 Conduct Procurements	Obtaining seller responses, selecting a seller and awarding a contract			
	12.3 Control Procurements	Managing procurement relationships, monitoring contract performance making changes and corrections and closing out contracts			
[13] Project Stakeholder Management	13.1 Identify Stakeholders	Identifying stakeholders and analysing relevant info (e.g. interest, involvement, influence, impact, etc)	Head of Agreement Project Schedule MOU	The process of stakeholder management should address stakeholders who are impacted or can impact the project in positive or negative ways. Stakeholder satisfaction should be identified and managed as a project objective. The key to effective stakeholder engagement is a focus on continuous communication with all stakeholders. This process should begin as soon as possible after the project charter has been approved. - In the case of this project, the reviewed documentation has not indicated the existence of a project stakeholder management plan. - This should include management plans for personnel of the NIAA, WWNAC, key suppliers, the Wulli Wulli Country project beneficiaries and the general public or other indigenous groups. - Central to stakeholder management is developing communications and feedback loops (both formal and informal) - In review of email correspondence, there appears to be a high level of change in stakeholders roles (e.g. directors of WWNAC, legal advisors, and financial system suppliers). This level of change without a planned stakeholder management response appears to have disrupted the	There are significant risks to the success and outcomes for the project if stakeholders have not been managed and a suitable response plan to re-align the project activities. The changes in stakeholders noted in the correspondence is a present risk for the project and measures to realign the stakeholder management plans to ensure continuation of the project have not been noted.
	13.2 Plan Stakeholder Engagement	Developing approaches to involve stakeholders based on their needs, expectation, interests and impact	Email Correspondence IWS November Monthly Report (Email Summary Only)		
	13.3 Manage Stakeholder Engagement	Communicating and working with stakeholders to meet their needs and expectations, address issues, and foster appropriate engagement involvement	Project Performance Report (1/7/20 to 31/12/20)		
	13.4 Monitor Stakeholder Engagement	Monitoring stakeholders relationships and tailoring strategies for engaging stakeholders through the modification of engagement strategies and plans			

From: [William](#)
To: [Elliot Anderson](#); [Secretary](#)
Cc: [s22](#)
Subject: Draft memo regarding remuneration of Secretary
Date: Wednesday, 5 June 2024 3:29:47 PM
Attachments: [Draft memo regarding Secretary's remuneration 5th June, 2024.pdf](#)

Dear Elliot and Elizabeth,

Please find herewith a ***draft*** memo regarding remunerating Elizabeth as an office administrator.

I have sent this to you as a draft in case there are particular points where further information may be needed. If that is so please contact me tonight, and maybe we can have a phone link up between with the three of us.

There is a clear way forward to appoint Elizabeth, but we must act within the law. In this regard, note that I strongly support Wulli Wulli people undertaking the administrative tasks, and hope that this memo makes that happen as soon as possible.

Yours,

Bill



P.O. Box 416
Nundah
QLD 4012
AUSTRALIA

DRAFT MEMO

TO: WWNAC Board
RE: Employment of the Secretary in a remunerated capacity
DATE: 5th June, 2024.

REFERENCES

Minutes of WWNAC Directors Meeting dated 19th June, 2023 (REF A)
Social, Community, Home Care and Disability Services Industry Award 2010 [<https://library.fairwork.gov.au/award/?krn=ma000100#viewer-page-heading>] (REF B)
Clerks—Private Sector Award 2020 [<https://www.fairwork.gov.au/employment-conditions/awards/awards-summary/ma000002-summary>] (REF C)

INTRODUCTION

1. The question has arisen as to whether Elizabeth Blucher can be remunerated for the work she undertakes as Secretary of WWNAC, given the performance of this task is currently consuming a reasonable number of hours.
2. This briefing paper has been prepared at the request of the Chairman to address whether or not the Secretary can be remunerated by the Corporation, and if so, how this should happen.
3. This memorandum does not purport to be legal advice, and attention is drawn to the matters raised in paragraph of this document.

CAN THE SECRETARY BE REMUNERATED?

4. The Rule Book governs the powers, functions and duties of the directors of WWNAC in various places, but most importantly in Rule 12 which directly addresses these matters.
5. The most relevant portion of Rule 12 is as follows:

12.3. Remuneration

(a) The directors may be paid such reasonable remuneration as agreed to by a majority of the members at a duly constituted general meeting of the corporation.

(b) Rule 12.3(a) does not prevent reasonable payments (having regard to the market costs of obtaining similar goods or services) to the director for a contract for goods or services provided that rule 12.2 has been complied with.

(c) The corporation may pay the directors' travelling and other expenses that the directors incur:

- (i) in attending directors' meetings or any meetings of committees of directors;*
- (ii) in attending any general meetings of the corporation;*
- (iii) in connection with the corporation's business.*

6. Taken together, the various paragraphs of Rule 12.3 should be interpreted as saying that directors are not to be paid unless it is authorised by the majority of members at a general meeting. There are two exceptions to this is: where a director provides goods or services; or, where the director is paid expenses only for attending meetings or other matters connected with the corporation's business.
7. The "goods and services" exception is clarified in Rule 12.3 (b) and allows for payments which are reasonable having regard to the market costs of obtaining similar goods and services. A good example of this would be if a director was a plumber, and was engaged to fix the plumbing to the kitchen in the Corporation's offices. The costs for time and materials, at the market rate, would be payable without further reference to the members.
8. An unstated, but implicit element of this is that the work must be authorised by the Board, and subject both to WWNAC's own rules regarding conflicts of interest, and those imposed under the Corporations Act, and the CATSI Act. It is important to note that WWNAC's Rule Book cannot override the statutory provisions of either Act.
9. The relevant statutory provision of the CATSI Act is Section 252.1 which provides:

Remuneration

(1) Unless the constitution of an Aboriginal and Torres Strait Islander corporation provides otherwise, the directors of the corporation are not to be paid remuneration. Note: If a director is an employee of the corporation, the director is not precluded from receiving remuneration as an employee.

(2) If an Aboriginal and Torres Strait Islander corporation's constitution permits the payment of remuneration, the remuneration is to be determined by the corporation by resolution in general meeting.

Expenses

(3) The corporation may pay the directors' travelling and other expenses that the directors properly incur:

- (a) in attending directors' meetings or any meetings of committees of directors; and*
- (b) in attending any general meetings of the corporation; and*
- (c) in connection with the corporation's business.*

10. This is further qualified by section 287 of the CATSI Act which sets out the exceptions to the member approval requirements of section 284. Section 287 provides:

Remuneration and reimbursement for officer or employee

Benefits that are reasonable remuneration to employees

- (1) Member approval is not needed to give a financial benefit if:
- (a) the benefit is remuneration to a related party as an employee of the following:
 - (i) the corporation;
 - (ii) an entity that the corporation controls;
 - (iii) an entity that controls the corporation;
 - (iv) an entity that is controlled by an entity that controls the corporation; and
 - (b) to give the remuneration would be reasonable given:
 - (i) the circumstances of the corporation or entity giving the remuneration; and
 - (ii) the related party's circumstances (including the responsibilities involved in the employment, the employee's experience and performance record and the employee's length of service).

11. Having read to all of this, there is a very narrow path by which a director can be appointed to a specific role, having regard to the tasks to be performed and the circumstances of the Corporation. However, this must be the subject of a specific Board resolution.

BOARD APPROVAL TO DATE

12. On the 19th June, 2023, the Board met at Bundaberg, and discussed the remuneration of an office administrator, with the Minutes of the meeting recording:

Directors agreed an office was required together with an administration person to support WWNAC requirements. The person would require applicable skills to undertake the role with an ad/EOI to be issued noting the recruitment process could take some 6 to 12 weeks. The training and development funds allotted in the NIAA [grant] would be utilised.

13. This discussion clearly anticipated an open recruitment process, although the Minutes go on to state that:

Directors agreed with the suggestion EB undertake the supporting role until an administrator was employed noting there could be more than one person performing the admin tasks on a two by 20 hours per week basis. EB would also be able to train the incoming person.

14. There was some further discussion recorded in the Minutes regarding discussions being held with the NIAA regarding his this was to be done. This would perhaps account for the wording of the resolution which read:

The WWNAC Board resolved to engage a person to undertake the interim administration role now with an ad/EOI to be issued for an administrator to be appointed as soon as possible.

15. However, the final resolution did not appoint the Secretary, nor anyone else, to the position of interim administrator. The resolution merely referred to appointing "a person" to undertake this role. The exact wording was:

The WWNAC Board resolved to engage a person to undertake the interim administration role now with an ad/EOI to be issued for an administrator to be appointed as soon as possible.

16. As the Secretary was not appointed, the Secretary cannot be paid back pay to a date in June last year.
17. The other point to note is that this was not a permanent position, but an interim appointment until a permanent administrator could be appointed after a proper recruitment process had been undertaken.
18. In the absence of the resolution nominating a person to this position, the Secretary cannot be employed without the Board passing a resolution to specifically appoint her.
19. Since then, nothing has been done about the matter.

TERMS AND CONDITIONS OF EMPLOYMENT

20. There is one further task which will need to be done for an appointment of the Secretary (or any other person) to be valid. That is, the Board will need to resolve the terms and conditions of employment, including the rate of pay.
21. A formal resolution of the Board regarding this is even more important than normal if it is intended to appoint a director as an employee, given the obvious tensions between the two roles, and given that there is no open recruitment process.
22. A suitable mechanism must therefore be found which satisfies the issues raised in paragraphs 17 and 18, as well as the limitations included in section 287(1)(b) of the CATSI Act that the remuneration be "reasonable given... the circumstances of the corporation" and a parallel requirement in Rule 12.3(b) of the WWNAC Rule Book which provides for "reasonable payments" for goods and services provided by a director.
23. If the Board were to exercise its discretion/judgment in determining the rate of remuneration of a fellow director, it would open itself to claims of conflict of interest, or more correctly, that it was a related party transaction given that the person being employed is an associate of the other directors under section 15 of the Corporations Act 2001.

24. The solution to this problem is to set the rate of remuneration according to an existing award. There is no award directly applicable to Indigenous Corporations.
25. I have carefully examined the industrial awards for different clerical staff which have been approved by the Commonwealth Fair Work Commission, and have identified two awards as potentially relevant. These are the Social, Community, Home Care and Disability Services Industry Award 2010 (REF B) and the Clerks—Private Sector Award 2020 (REF C), links to both of which are above.
26. Both of these awards have been consolidated by the Fair Work Commission to the 9th April 2024.

The Social, Community, Home Care and Disability Services Industry Award 2010

27. Clause 4.1 (b) of the Social, Community, Home Care and Disability Services Industry Award 2010 specifies that it applies to employers throughout Australia in the social and community services sector.
28. This is defined in the award as:

social and community services sector means the provision of social and community services including social work, recreation work, welfare work, youth work or community development work....

29. The exclusions from the award set out in clause 4.2 of the award do not apply to WWNAC.
30. One possibility is that a person might fall under two different awards. It is a standard clause of modern awards that:

Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

The Clerks—Private Sector Award 2020

31. It is appropriate therefore to also consider the Clerks—Private Sector Award 2020 covers employees undertaking private sector clerical work, which is defined in the award as:

clerical work includes recording, typing, calculating, invoicing, billing, charging, checking, receiving and answering calls, cash handling, operating a telephone switchboard, attending a reception desk and administrative duties of a clerical nature.

32. This award seems to accurately capture some of the clerical work which would pertain to an office administrator.
33. In order to ensure I accurately captured the work which is, and will be performed, I sent an email to the Secretary setting out the duties attributable to levels 2 and 3 of each award and asking her to determine which was most applicable to her, or whether she

wished to set out other duties which she believes more accurately reflect the tasks to be performed.

34. She identified the Social, Community, Home Care and Disability Services Industry Award 2010, level 3. The particular tasks corresponding to this award and level are stated to be:

- undertake responsibility for various activities in a specialised area; exercise responsibility for a function within the organisation;
 - allow the scope for exercising initiative in the application of established work procedures;
 - assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
 - provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
 - assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
 - proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
 - apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
 - supervise a limited number of lower classified employees or volunteers;
 - allow the scope for exercising initiative in the application of established work procedures;
 - deliver single stream training programs; co-ordinate elementary service programs;
 - provide assistance to senior employees;
 - where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) undertake some minor phase of a broad or more complex assignment;
 - (ii) perform duties of a specialised nature;
 - (iii) provide a range of information services;
 - (iv) plan and co-ordinate elementary community-based projects or programs;
- perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

35. The difficulty is that this award level assumes the employee holds either an associate diploma or advanced certificate in office administration. The Secretary had advised this is not the case. Accordingly, the appropriate level would appear to be level 2 pay point two, in recognition of her having undertaken ORIC governance training.

36. By virtue of clause 15.2 of the award, this would take the pay applicable under this classification from \$995.00 per week to \$1,026.20, assuming the employee undertakes 38 hours of work a week, as specified in clause 25.1(a) of the award. It is possible for an employee to move to the next level if the employee has appropriate vocational

training or tertiary qualifications. It is also in the best interests of WWNAC to ensure that staff are given ample opportunity to improve their skills through training courses.

37. I also note that this week's Fair Work Commission determination will see that pay rate increase by 3.75% from the 1st July, 2024 to \$1,064.68 per week for a full-time employee.
38. The main issue to be resolved is the number of hours to be worked. WWNAC currently has a "service provider" who is paid to perform many of these functions. I recognise that the Secretary also undertakes some organisational work, but it is unlikely to run to more than 20 hours per week. The position should be remunerated on a guaranteed minimum 20 hours per week. This would be considered a part-time employee within the provisions of clause 10.3 of the award. Accordingly, the weekly pay amount at this rate would be \$560.36 per week.
39. The award provides for casual employees to receive a loading of 25% of the award rate, but this is in lieu of certain entitlements which would otherwise be payable. Adding the loading would take the applicable weekly rate of pay to \$700.45 per week. See paragraphs 43 to 45 below.
40. If the Secretary does undertake 20 hours per of this work, then the large amounts of money being paid to the service provider will need to be reviewed as there is a clear doubling up of tasks here. If WWNAC has a paid staff member performing 20 hours of work per week (which is 86 hours per month) there seems no need for a service provider to be paid to perform 20 hours of work a month. Two people cannot be paid to do the same work.
41. From an accountability point of view, it is my clear recommendation that these administrative functions be taken **solely** back within WWNAC. If, after a trial of some months, the hours worked by the administrator turn out to be slightly more higher, then the employment contract could be adjusted accordingly.
42. Scope also exists to appoint a second person to undertake administrative tasks at the Toowoomba office, as this would still represent a saving to the Corporation.

ISSUES WITH AWARD WHICH MAY NEED CONSIDERATION

43. The award provisions relating to leave, including ceremonial leave at clause 35. Ceremonial leave is set at up to 10 days per annum in addition to other leave, with the permission of the employer. The relevant person to grant permission here would appear to be the Chairman, but a written record of ceremonial leave taken will need to be kept.
44. The award also contains lengthy requirements for the setting up of an award agreement, the keeping of records, pay provisions, payment of superannuation, superannuation reporting, and accounting for leave entitlements. The award also precludes the payment of travelling expenses, or mileage allowance if using a company vehicle, although accommodation, meal and petrol expenses are reimbursable against production of receipts.

45. It would be best, from a conflict of interest point of view, for the HR tasks in paragraph 44 to be handled by a specialist HR consultant. They would then issue a fortnightly pay advice to WWNAC for payment of wages, as well as a quarterly calculation of superannuation payable.
46. This should only take at most two hours a fortnight and should come at only a small cost. I have made enquiries and have identified some organisations who should be able to perform the task.

RECOMMENDATIONS

In light of the above, I make the following recommendations:

1. A meeting of the Board should happen as soon as practicable to deal with this matter.
2. If the Board wishes to employ Elizabeth to perform administrative tasks, then the Board passes one of the following resolutions;
 - A) "That Elizabeth Blucher be appointed as office administrator in the Moura office until such time as a permanent appointment can be made (without precluding her right to apply for such position), and that while acting in this role she be paid as a part-time employee for 20 hours per week under the Social, Community, Home Care and Disability Services Industry Award 2010, level 2 pay point 2."
 - OR
 - B) "That Elizabeth Blucher be appointed as office administrator in the Moura office for a period of six months on a probationary basis, and that while acting in this role she be paid as a part-time employee for 20 hours per week under the Social, Community, Home Care and Disability Services Industry Award 2010, level 2 pay point 2." OR
 - C) "That Elizabeth Blucher be appointed as office administrator in the Moura office on a permanent basis, and that she be paid as a part-time employee for 20 hours per week under the Social, Community, Home Care and Disability Services Industry Award 2010, level 2 pay point 2."
3. If the Board approves resolution 2A, that the board further resolve: "That WWNAC seek expressions of interest for a person to be appointed as an office administrator in the Moura office at a suitable level under the Social, Community, Home Care and Disability Services Industry Award 2010, with expressions of interest closing on [DATE TO BE DETERMINED]."
4. That the Chairman identify a suitable party to handle the back office functions associated with staff wages and entitlements, with a recommendation to be confirmed by the Board.

WOC

REF A

Released by the National Indigenous Australians Agency under FOI

**CONFIDENTIAL**

**WWNAC Board Meeting
Monday, 19 June 2023
Conference Room, Boulevard Lodge
10 Johanna Boulevard
Bundaberg Qld and via Teams**

Attendance:**WWNAC Directors**

Elliot Anderson (Board Chair/EA – Teams, left the meeting at 1.04pm), Brian Clancy (Secretary), Shane Cook (SC – Teams), Elizabeth Blucher (EB), Erica Landers (EL) and Sharon McQueen (SMQ – Teams, joined at 11.40am, dropped out at 1.16pm)

Apologies: Nil**Elders**

Kathleen Gray, Adrian Little, Phyllis Lea, Rodney Dodd

Attendees:

Christine Royan (Facilitator/Chair for the meeting)

Minute Taker:

Roslynn Shand Brisbane Minute Taking & Stenography

The Facilitator opened the meeting at 9.45am.

1. Opening Acknowledgement Traditional Owners

The Facilitator acknowledged and paid respects to the Taribelang Bunda people, the traditional owners of the land where the meeting was being held, Elders past and present and wished for all to have a good meeting.

The Facilitator provided a brief update on the recent court decision noting the Ghungalu had lost their application with the consent determination not granted.

The Agenda was noted with a suggested addition being discussion on the Naragyn material.

Housekeeping items were addressed as follows:

- Phone on silent.
- Code of Conduct.
- Workplace Health & Safety Rules with no bullying to occur and all to treat each other with respect and integrity.



- Declaration of Conflict of Interest – no conflicts were declared noting should any issues arise during discussions, declarations should be made at that time.

2. Confirm quorum present/Apologies

The Facilitator noted a quorum was present.

Sharon McQueen was to join the meeting via Teams when able, however she was not currently online. Hybrid meetings would be held going forward to allow all to participate.

3. Confirm chairperson of the meeting (in accordance with the rule book 10.1)

4. Confirmation of Chairperson

It was proposed the Facilitator act as Chair for this meeting as EA was attending via Teams.

Directors **agreed** the Facilitator chair the meeting.

5. Chairperson Report

A verbal report was provided on the following:

- Native Title matters with advice to be sought from Colin Hardy and follow up on the WW#3 claim. There were two different claims over similar areas before the court however Wullli Wulli was first and attendances were noticed. Directors were reminded to read the report and summary issued with a copy of the Deed of Funding agreement to be recirculated. Discussion continued on the requirement for one PBC and approaches made noting WW#2 objectives differed to WW#1. The constitution and rules of Auburn Hawkwood differed and the formulation of one PBC would require a new body and constitution. It was suggested the Elders of each group sit down and hold face to face discussions on the matter.

Kevin Smith had been appointed as President of the National Native Title Tribunal following the retirement of Justice Dowsett with Katie Stride appointed as Native Title Registrar.

Investigations should be conducted into obtaining funding for the Wullli Wulli claim noting Queensland South had funded the Ghungalu claim.

An authorisation meeting was required this year to revamp the WW#3 application with the State Government providing \$200K in funding to assist with the compensation negotiations. An invoice for \$20k for the Brisbane meeting had not been accepted as the monies were required to be paid into a trust account. WWNAC had a trust account however if this was not acceptable to the Government a new account would be established. Colin Hardy had negotiated a \$2M+ upfront payment for the Yiman peoples which was a positive given Wullli Wulli were the next group to hold negotiations. It was suggested a compensation meeting with the State Government be arranged within the next two months.



The Facilitator advised Colin Harding was working on the monies owed by Auburn Hawkwood with the matter to be discussed when WWNAC and the lawyer were together. As meetings were expensive it was suggested suitable representatives of the group be appointed to attend rather than one large group and where able to coincide with other scheduled meetings.

6. Role of the Secretary

The Secretarial role and other tasks could not be performed by one person with an admin person and an office required to enable calls to be taken, record details and distribute information to the Board, for example community benefits claims noting a workshop was yet to be organised.

Money was available in the NIAA Budget to establish an office and hire an admin person, both of which were required now to support the Secretary. The Service Provider, Cultural Pathways, could engage the interim admin person to ensure payment was made until the system was performing properly. An agreement and terms of reference would be prepared. It was the consensus the WWNAC Board should have a voice on the NIAA matter with directions provided in writing to William O'Chee and regular updates received to ensure tasks were undertaken and the grant money allocated was appropriately expended.

Directors agreed an office was required together with an administration person to support WWNAC requirements. The person would require the applicable skills to undertake the role with an ad/EOI to be issued noting the recruitment process could take some 6 to 12 weeks. The training and development funds allotted in the NIAA would be utilised.

Directors agreed with the suggestion EB undertake the supporting role until an administrator was employed noting there could be more than one person performing the admin tasks on a two by 20 hours per week basis. EB would also be able to train the incoming person.

The roles of a Land and Cultural Manager and assistant had also been allocated in the NIAA Budget with \$156,750 available. The issue of Board members performing roles was raised with the need to address the issue of paying reasonable remuneration for the tasks performed.

Cathy Irwin, NIAA representative, was to be contacted to facilitate a meeting between her, EA, the Secretary and the Facilitator to discuss NIAA matters and monies to be expended.

The WWNAC Board resolved to engage a person to undertake the interim administration role now with an ad/EOI to be issued for an administrator to be appointed as soon as possible.

Moved: Elliot Anderson

Seconded: Elizabeth Blucher

Discussion continued on establishing an office to support WWNAC administration noting EL was also taking on more work and responsibility for the Caring for Country Grant. The Board had previously decided the office was to be established in Rockhampton with suggested locations of Moura, Theodore and Toowoomba considered. Pop-up branches could be arranged at locations for certain time periods given it was too costly

From: [William](#)
To: s22 s22
Cc: [Elizabeth Blucher](#); [Elliot Anderson](#)
Subject: Fwd: Board memo on Toowoomba office lease
Date: Wednesday, 15 May 2024 3:33:03 PM
Attachments: [Toowoomba office memo.pdf](#)

Begin forwarded message:

From: William s47F @himalayaconsulting.biz>
Subject: Board memo on Toowoomba office lease
Date: 13 October 2023 at 2:40:40 PM AEST
To: s11C @wilsonlawyers.net.au>
Cc: Elliot Anderson s11C @wwnac.org.au>, Elizabeth Blucher s11C @wwnac.org.au>

Dear s11C

Please find herewith the memo I have prepared for the board on the above, by way of background for you.

Yours,

Bill



P.O. Box 416
Nundah
QLD 4012
AUSTRALIA

MEMO

TO: WWNAC Board

RE: Lease of an office in Toowoomba

DATE: 13th October, 2021.

OFFERED PROPERTY

We have been offered the opportunity to lease an office space within the complex occupied by The Toowoomba ATSI Sporting & Community Association Inc (ABN 36 218 847 644) [TASCA] at 552-570 Anzac Avenue, Drayton QLD 4350.

The area of the office is 4.82m x 4.42m, providing a gross floor space of 21.3m². I am familiar with the property, having previously visited it for other purposes.

As Elliot is on the committee of TASCA he completed and filed with me a Conflict of Interest Declaration, and asked that I undertake a market assessment, and if necessary, negotiations on behalf of WWNAC.

THE TOOWOOMBA OFFICE RENTAL MARKET

Before entering into the negotiations over the office at 552-570 Anzac Avenue, Drayton, I surveyed 182 commercial tenancies available for lease in Toowoomba.

Rental rates are governed by a variety of factors. Smaller properties tend to attract much higher rents per m² than larger properties. It is worth noting that the smallest office, of 9 m² had the highest rent of \$2,133.33 per m². The next highest rent per m² was a property of 10 m² for which the rent was \$1,075 per m².

Location is also a factor. All of the properties in the sample were in or near to the Toowoomba CBD, and so will tend to cost more to rent than similar properties further from the CBD.

Given this, I excluded from my survey any property over 40m² on the basis that these properties would tend to attract a different rate per m² from smaller offices. That resulted in seven properties, which I considered. They are set out in a table below which shows the location of the properties, the area, and the notional rent per m² before GST.

Table 1. Sample of commercial properties in Toowoomba

Property location	Area (m2)	Rent per m2 p.a.
11/203 Margaret Street	9	\$2133.33
GF Rear Tenancy/158 Margaret Street	40	\$425.00
5/382 Ruthven Street	30	\$333.33
1/51 Nell Street Toowoomba City	40	\$450.00
324-326 Ruthven Street Toowoomba City	12	\$1075.00
124 Margaret Street Toowoomba City	32	\$312.50
110 Herrles Street East Toowoomba	40	\$390.00
Average		\$731.31
Average excluding 203 Margaret St		\$497.64

Across all seven properties, the average rent per m² before GST was \$731.31 per annum.

However, the office at 11/203 Margaret Street is clearly an outlier. If this is excluded from the calculations, then the average rent per m² before GST falls to \$497.64 per annum.

On the basis of the above, I would expect that the fair rent for the office in question, being a substantial distance from the CBD, would be somewhat less. Also it would not fitted out to the same standard as those properties in the sample.

Given all of this, prior to entering into negotiations for the office, I assessed that a fair rent for the office would be at or below \$350.00 to \$400.00 per m² per annum.

The office has been offered to us as an exclusive occupancy on a monthly rental of \$430 per month, inclusive of GST. This rent is inclusive of all outgoings. That corresponds to an annual rent of \$5,160.00, or \$242.25 per m² per annum.

RECOMMENDATION

I believe the office space offered to us is at very good market value. The owners are willing to offer it to us on a monthly basis, with the first 12 months rent paid in advance, and commencing on the 1st October, 2023.

A monthly tenancy is not registrable on title deeds, but my recommendation is that Daniel Paratore does a short form term sheet with TASCA to record the terms of agreement, with the cost being paid from the NIAA grant funds

I recommend the Board accept the offer.

WOC

From: William
To: s22
Subject: Fwd: FOR COMPLETION - IAS Performance report for Activity ID: 4-E9ZUEFC, Activity Title: Wulli Wulli Capacity Building Project
Date: Monday, 27 February 2023 4:28:57 PM

Begin forwarded message:

From: noreply.gps@fms.gov.au
Subject: FOR COMPLETION - IAS Performance report for Activity ID: 4-E9ZUEFC, Activity Title: Wulli Wulli Capacity Building Project
Date: 27 February 2023 at 3:19:36 pm AEST
To: ^{s47F} @himalayaconsulting.biz
Cc: s22 @official.niaa.gov.au

Dear Provider

Your Organisation is due to complete a Performance Report (the Report) with the National Indigenous Australians Agency. This is a requirement as specified in the Project Schedule of your Head Agreement with the Agency.

If your Organisation has multiple projects with the Agency you will receive separate emails with a link to the Report for each project. Details of the project will be displayed on the cover page of the Report together with a unique identifier known as the Review ID.

If you have been asked to provide additional information or documentation in support of your project, this may be attached to the Report before submitting.

The due date for the return of the Report and the reporting period are located on the cover page of the Report. Please carefully follow the instructions provided in the Report to successfully return it to the Agency.

Please use the following URL and Access Code to access your report:

OPA URL: <https://opa-web.dss.gov.au/opa/web-determinations/startsession/FormAccess>

Access Code: de20b486-56c1-45ca-8e44-db6e6e294912

Please note – after you have used the above Access Code to begin your report for the first time, you will also be asked to provide an Organisation ID as a Password. This ID is the Provider Reference number (System ID) which can be found on the front page of your NIAA Project Schedule.

If you require assistance in completing your review, please contact your Agreement Manager on 1800 079 098 and quote your Review ID and/or Activity ID.

Please do not reply to this email as it has been automatically generated.

Thank you

The National Indigenous Australians Agency

Released by the National Indigenous Australians Agency under FOI

Level 1/36 East Street, ROCKHAMPTON QLD 4700 | PO Box 550 ROCKHAMPTON QLD 4700

w. niaa.gov.au w. indigenous.gov.au



The National Indigenous Australians Agency acknowledges the traditional owners and custodians of country throughout Australia and acknowledges their continuing connection to land, waters and community. We pay our respects to the people, the cultures and the elders past, present and emerging.

From: s22

Sent: Tuesday, 28 February 2023 1:34 PM

To: s22 <@official.niaa.gov.au>; William s47F <@himalayaconsulting.biz>

Subject: RE: Directors' power and directors' duties [SEC=OFFICIAL]

OFFICIAL

Thanks s22

Bill I look forward to our conversation tomorrow. Are you able to advise whether the Chairperson and/or Secretary will be on the call? I understand that there are internal governance issues, however, I consider that a matter for the upcoming Wulli Wulli Nation Aboriginal Corporation (WWNAC) AGM. Although related, tomorrow's discussion is an opportunity to meet them and discuss the current agreement and any concerns they have (from a Board perspective).

As an aside, Bill I am concerned about your narrative highlighted in yellow in the below email.

Other context:

s22 took a call from you at Alpha on Friday with me being present in the car (stationary). You advised that you would be sending out an email to 'members' advising of appropriate behaviour to ensure the postponed AGM is successful. Over the past couple of weeks you have been updating us on the AGM progress and s22 has been providing support with reporting.

Under no circumstances did we refer to 'lateral violence or grill you on this subject' (you, yourself used this language) nor did we ask for 'email evidence of your internal governance issues'.

We discussed your Risk Management and Performance Action Plan relating to the clauses on p2. as follows:

Ongoing obligations of the WWNAC Board

1. Within three weeks of any change in the membership to the Board of WWNAC, the board shall be required to resolve, by simple majority, to reaffirm its obligations under the RMPAP.
2. In the event the Board fails to do within three weeks of any change of membership,

any further funding obligations of NIAA under the RMPAP shall cease at that date.

We also asked you to confirm the new date for WWNAC's AGM which we now know is 25/3/23.

I also specifically asked for you to arrange a meeting for me to meet the Chairperson and Secretary, hence my question above relating to tomorrow's meeting.

I offered support by way of a discussion with the Chairperson on how to manage a difficult AGM with dissenting voices. You agreed that would be a good idea. We are sympathetic to and understand the challenges of internal Community governance issues.

Yesterday you sent a number of emails to **s22** relating to the upcoming WWNAC AGM, one of which has been copied to info@oric.gov.au. The content relates to resolutions on changes to the organisation's Model Rules and specifically, Directors. Any involvement from ORIC will be a WWNAC Board decision.

Our role is to manage any potential risks from the fallout from the WWNAC AGM through the Risk Management and Performance Action Plan and to support the organisation going forward. In the interest of transparency and working collaboratively with you and the Board, I felt that I needed to give you my concerns in writing and also in the interest of 'natural justice' allow you a right of reply.

Regards.

s22

Engagement Director

Central Queensland & Wide Bay Area | South Queensland Region | Eastern Group

National Indigenous Australians Agency

p. **s22**

e. **s22** @official.niaa.gov.au

Level 1/36 East Street, ROCKHAMPTON QLD 4700 | PO Box 550 ROCKHAMPTON QLD 4700

w. niaa.gov.au w. indigenous.gov.au



The National Indigenous Australians Agency acknowledges the traditional owners and custodians of country throughout Australia and acknowledges their continuing connection to land, waters and community. We pay our respects to the people, the cultures and the elders past, present and emerging.

From: **s22** @official.niaa.gov.au>

Sent: Monday, 27 February 2023 2:22 PM

To: **s22** @official.niaa.gov.au>

Subject: FW: Directors' power and directors' duties [SEC=OFFICIAL]

Importance: High

OFFICIAL

Fyi.

From: William s47F @himalayaconsulting.biz>
Sent: Monday, 27 February 2023 11:22 AM
To: s22 @official.niaa.gov.au>
Subject: Fwd: Directors' power and directors' duties
Importance: High

Dear s22

FYI. I shall forward other emails following.

Yours,

Bill

Begin forwarded message:

From: William s47F @himalayaconsulting.biz>
Subject: Directors' power and directors' duties
Date: 26 February 2023 at 12:15:08 pm AEST
To: "Elliot Anderson s11C @wwnac.org.au" s11C @wwnac.org.au>, Secretary <secretary@wwnac.org.au>, s11C @wwnac.org.au, s11C @wwnac.org.au, Erica Landers s11C @wwnac.org.au>, Elizabeth Blucher s11C @wwnac.org.au>, s11C @wwnac.org.au

Dear Directors,

As you know, I attend a monthly teleconference with the NIAA to review the progress of the grant, and also the operations of WWNAC. Both of these are important, not only for the continuation of the current grant, but as we come close to having to negotiate a new grant.

I have to tell you that in our teleconference last week I got a grilling from NIAA over what they refer to as "lateral violence" from some directors towards other directors. They see this as totally unacceptable.

Having seen the email correspondence that has passed between the directors, and it is clear that some directors do not understand the relationship between directors' powers and directors' duties. Given this may be the case, let me help you by making clear the difference between the two.

The powers given to directors are subordinate to the directors' duties. That means these powers can only be exercised in fulfilment of the directors' duties. The

overriding duty of a director is to act in the best interests of the Corporation. Specifically, section 265.5 of the CATSI Act provides, at sub-section (1):

- (1) A director or other officer of an Aboriginal and Torres Strait Islander corporation must exercise his or her powers and discharge his or her duties:
 - (a) in good faith in the best interests of the corporation; and
 - (b) for a proper purpose.

Furthermore, section 265.10 provides, at sub-section (1):

- (1) A director, secretary, other officer or employee of an Aboriginal and Torres Strait Islander corporation must not improperly use his or her position to:
 - (a) gain an advantage for himself or herself or someone else; or
 - (b) cause detriment to the corporation.

Put simply, if a director attempts to use their powers for anything other than the best interests of the Corporation, then the attempted use of that power is invalid. Pursuing personal vendettas would be an example of an invalid exercise of a director's powers, as would be attempting to do things which cannot legally be done.

There are serious financial penalties for breaches of both of the above sections. These include fines of up to \$200,000.

The CATSI Act goes further and provides in sub-section (1) of section 265.25 that such conduct is a criminal offence which can result in five years in prison. To save you the effort, the relevant part of the section reads:

- (1) A director or other officer of an Aboriginal and Torres Strait Islander corporation commits an offence if he or she:
 - (a) is reckless; or
 - (b) is intentionally dishonest;
- and fails to exercise his or her powers and discharge his or her duties:
 - (c) in good faith in the best interests of the corporation; or
 - (d) for a proper purpose.

Penalty: 2,000 penalty units or imprisonment for 5 years, or both.

So, attempting to call a board meeting to raise family law allegations which have nothing to do with the Corporation is a not "good faith". Also, where it does harm to someone else this also constitutes "dishonest conduct". This would therefore be criminal behaviour under section 265.25.

A penalty point is \$275. That means the fine could be up to \$550,000, in addition to possible gaol time.

Raising all sorts of spurious allegations is also not "in the best interests of the Corporation", nor is it a "proper purpose". That means that the director could be subject to fines of up to \$200,000 for doing that.

I would ask all directors to give serious consideration to whether their conduct recently may have breached any of the above provisions of the Act. I have my own views, but prefer to keep them to myself for now.

I will conclude by saying, when grilled about these matters by NIAA, that I refrained from giving them the email correspondence I had. I did this for two reasons. The first reason is it appeared to me that the some of the this conduct could cause real damage to WWNAC, and jeopardise future funding. My other reason from not giving making the email correspondence available to NIAA was the small possibility that the people in question did not understand that they could only exercise their powers as a director for the best interests of the Corporation. That obligation should now be clear.

My brief has always been to help the directors, but more importantly to help WWNAC itself. I am committed to doing this to the best of my ability. However, I would be very grateful please if people do not do things which put me, and yourselves, in a compromising position with the Commonwealth.

Yours,

From: William
To: s22
Subject: Fwd: Wulli Wulli Nation Aboriginal Corporation RNTBC (ICN 8263). 12.5. Delegation 13.2 (d)
Date: Monday, 27 February 2023 12:33:35 PM
Attachments: RE 8.2.1. Purpose of General Meeting (72.7 KB).msg

Begin forwarded message:

From: s11C @clearyhoare.com.au
Subject: RE: Wulli Wulli Nation Aboriginal Corporation RNTBC (ICN 8263). 12.5. Delegation 13.2 (d)
Date: 8 February 2023 at 11:56:47 am AEST
To: s11C @bigpond.com, 'Elliot Anderson' s11C @bigpond.com, 'William' s11C @wwnac.org.au, 'Secretary' <secretary@wwnac.org.au>, 'William' s4/f @himalayaconsulting.biz>

Hi All,

Please note the following.

I have **attached** my last email to Des when he called a meeting about similar things.

I'd repeat the same observations concerning the utility of the meeting and whether it's a worthwhile expense.

If it's for general discussion about those rules rather than making any resolutions, then it's fine but probably a waste of time/money.

If it's for resolutions, then they can only be relatively minor because **serious issues** need to be raised properly in the agenda and the agenda must include proposed resolutions.

Regard should be had to the following expenses – the last AGM, the recent directors meeting, the auditor's fees and accountant's fees to finalise financials, the next directors meeting to review audited financials, the resumed AGM. Between the amount of work **and costs** involved, a directors meeting in between seems like an unnecessary expense particularly if it's only for "discussion" purposes.

Regards

s11C
Associate

 clearyhoare.com.au	 Brisbane Level 2, 1 Breakfast Creek Road Newstead, QLD 4006 PO Box 2684 Fortitude Valley BC, QLD 4006 T 07 3230 5222 F 07 3252 1355	 Sydney Level 9, 189 Kent Street Sydney, NSW 2000 GPO Box 3290 Sydney, NSW 2001 T 02 9262 5550 F 02 9299 5849	 Perth 45 Ventnor Avenue West Perth, WA 6005 T 08 9429 8883 F 08 9429 8883
	Liability limited by a scheme approved under Professional Standards Legislation		

From: s11C @bigpond.com s11C @bigpond.com
Sent: Tuesday, 7 February 2023 4:14 PM
To: 'Elliot Anderson' s11C @wwnac.org.au; 'Secretary' <secretary@wwnac.org.au>; 'William' s4/f @himalayaconsulting.biz; s11C @clearyhoare.com.au
Subject: FW: Wulli Wulli Nation Aboriginal Corporation RNTBC (ICN 8263). 12.5. Delegation 13.2 (d)

Hi All

I am speechless after yesterday meeting stating we need to work together for the WWNAC AGM and today we received this email.

Talk soon

Chris Royan

From: Desmond Dodd s11C@wnnac.org.au
Sent: Tuesday, 7 February 2023 2:38 PM
To: s11C@clearyhoare.com.au; s11C@bigpond.com.au; william s47F@himalayaconsulting.biz; Desmond Dodd s11C@wnnac.org.au; Sharon McQueen s11C@wnnac.org.au; Wayne Saltner s11C@wnnac.org.au; s11C@wnnac.org.au; Secretary <secretary@wnnac.org.au>; Elizabeth Blucher s11C@wnnac.org.au; Erica Landers s11C@wnnac.org.au
Subject: Wulli Wulli Nation Aboriginal Corporation RNTBC (ICN 8263). 12.5. Delegation 13.2 (d)

Hi all Directors & Christine Royan , William O'Chee (Bill)
 I Des Dodd Represent Descent Line Tommy (Father of Wonga Pope) I'm calling a 2 day BOD meeting to held on the 20th of February 2023 & 21st of February 2023 and for Chris Royan Service Provider and facilitate.

Date: 20/2/23 & 21/2/23
 Time: 9:00am Breakfast
 10:00am meeting Starts
 12:30pm Lunch 13:30pm
 Meeting 13:30 to 15:30pm finish
 Brisbane Minute Taker: Roslyn Shand (Ros)
 Venue : Vintaged Bar + Grill , Level 6 Hilton Brisbane 190 Elizabeth Street Brisbane City Qld 4000
 Guest: Aunty Mavis Pope , Aunty Casey Kathleen Clancy Nee Dodd , Aunty Roslyn Dodd , Step Mother/Mother Sharon Dodd , Uncle Max Chapman , Aunty Hazel Lillian Greenland

Agenda

Clause: 12.5. Delegation 13.2 (d)
 Clause: 11.1. General Duties
 Clause: 14.4.2 Effectiveness of Acts by Secretaries
 Clause: 15.1. Corporation may have common Seal
 Clause: 16. Finances and Record Keeping
 Clause 16.1 Application of funds and property
 Clause: 16.2. Minutes of meetings
 Clause: 16.3. Constitution and records about officers etc
 Clause: 16.4. Financial records
 Clause: 16.4.1. Obligations to keep financial records
 Clause: 16.4.2 Period for which financial records must be retained
 Clause: 16.5. Physical format
 Clause: 16.6. Place where records are kept
 Clause: 16.7. Right of access to corporation books by directors
 Clause: 13.4. Chairing directors meeting
 Thank you
 Director
 Desmond Dodd
 Sent from Mail for Windows

[Evolve:c12b933f-50fa-4cb8-be3c-7ea9e4719c46]

From: s22
To: s22
Subject: FW: Meet Request by Members [SEC=OFFICIAL]
Date: Monday, 27 February 2023 3:18:00 PM
Attachments: [Members signed MTG Request.PDF](#)
[AGM notice 25032023.PDF](#)

OFFICIAL

Hi s22

Bill phoned me this morning regarding the email below, and I have arranged a meeting to discuss his concerns. I asked whether Elliot and Brian would be part of the discussions, the attached correspondence relates directly to them as Chairperson and Secretary.

Regards

s22

From: William s47F @himalayaconsulting.biz>
Sent: Monday, 27 February 2023 11:29 AM
To: s22 @official.niaa.gov.au>
Subject: Fwd: Meet Request by Members

Dear s22 ,

The adjourned AGM is the 25th March. This request for a Special General Meeting lobbed up yesterday. You will note that there are no grounds set out for wanting to remove the two directors. Also, the proposed rule change, which is almost certainly to fail, would preclude them being involved in the Corporation in any way, appears to verge on oppressive conduct.

I am told that the Auburn Hawkwood AGM was held on the 18th February, and these signatures are all dated the 19th February, and are all members of the Wulli Wulli #2 group. Wulli Wulli #2 are subject to a claim for recovery of legal expenses paid by WWNAC in securing their native title interests. Thus, it would appear this is at least in part motivated by an attempt to avoid paying back the money in question. It is also very clear that there is also an attempt to force a vacancy on the board to allow a director who cannot be re-elected at the AGM to stay on the board.

I am of the view that both of these motivations constitute improper conduct or dishonest conduct, or both.

Yours,

Bill

Begin forwarded message:

From: Secretary <secretary@wnnac.org.au>
Subject: Fwd: Meet Request by Members
Date: 27 February 2023 at 9:28:37 am AEST

To: s47F [REDACTED]@himalayaconsulting.biz>, s11C [REDACTED]
s11C [REDACTED]@clearyhoare.com.au>

Get [Outlook for iOS](#)

From: Secretary <secretary@wnnac.org.au>

Sent: Sunday, February 26, 2023 9:55 am

To: s11C [REDACTED]@bac-kgari.org>; s11C [REDACTED]
s11C [REDACTED]@bigpond.com>

Subject: FW: Meet Request by Members

From: Robert Saltner s11C [REDACTED]@gmail.com>

Date: Saturday, 25 February 2023 at 11:23 am

To: Secretary <secretary@wnnac.org.au>

Cc: Elliot Anderson s11C [REDACTED]@gmail.com>, s11C [REDACTED]@outlook.com s11C [REDACTED]@outlook.com>, Desmond Dodd s11C [REDACTED]@gmail.com>, Sharon McQueen s11C [REDACTED]@hotmail.com>, Cc: info <info@oric.gov.au>, Karen Collins s11C [REDACTED]@gmail.com>

Subject: Fwd: Meet Request by Members

Hi Directors

I had to resend as the secretary email bounced back as I didn't have.au

Kindest Regards

Robert Saltner

----- Forwarded message -----

From: **Robert Saltner** s11C [REDACTED]@gmail.com>

Date: Sat, Feb 25, 2023 at 11:04 AM

Subject: Meet Request by Members

To: Brian Clancy <secretary@wnnac.org>, Elliot Anderson

s11C [REDACTED]@gmail.com>, s11C [REDACTED]@outlook.com

s11C [REDACTED]@outlook.com>, Desmond Dodd

s11C [REDACTED]@gmail.com>, Sharon McQueen s11C [REDACTED]@hotmail.com>

Cc: info <info@oric.gov.au>, Karen Collins s11C [REDACTED]@gmail.com>

Good morning Directors of Wulli Wulli Nation Aboriginal Corporation

I wish to advise that Karen Collins and myself have been nominated by members

who signed the meeting request documents attached to this email.

I have added Karen to this email as a way of contacting both of us. Also, the Office of the Registrar of Indigenous Corporations (O.R.I.C.) is to have them aware of this request.

This request is in accordance with the Wulli Wulli Nation Aboriginal Corporation Rule Book.

If other Directors are not in this email please forward on to them at your earliest convenience for transparency purposes.

We look forward to hearing from you and if there is no correspondence from you within 7 days we will make contact with O.R.I.C.

Kindest Regards
Robert Saltner

Resolved by members the Directors of Wulli Wulli Nation Aboriginal Corporation (ICN 8364) in accordance with the Corporations Rule Book.

The members signing this document understand the request to call a General Meeting to be held after the recommendation of the Annual General Meeting that was adjourned on 28/01/2023 to consider the resolutions (below). The Directors are to notify all members in writing of this meeting and the proposed resolutions. We nominate Karen Collins and Robert Saltner to be the contact members for this request.

Resolution 1
We the members request to step down the Chairperson and Director from his position. If this Director position becomes vacant, this position will not be refilled, and the remaining Directors will elect a new Chairperson at the next Director's meeting. If stood down all assets belonging to the Corporation must be returned at this meeting.

Resolution 2
We the members request to step down the Secretary and Director from their position. If this Director position becomes vacant, this position will not be refilled, and the remaining Directors will elect a new Secretary at the next Director's meeting. If stood down all assets belonging to the Corporation must be returned at this meeting.

Special Resolution 3
Add to Rule Book 9.9.1 (b) If a Director or Directors are removed by members by passing a resolution by majority vote at a General Meeting and/or Annual General meeting then Director/Directors are not eligible to reapply for Directorship until after 10 years and to stop and be removed from any Wulli Wulli Nation Aboriginal Corporation business.

Number	Name	Address	Signature	Date
1	Carol Maree Dodd			19-2-23
2	Jason Victor Roy Dodd			19-2-23
3	Sharon Law			19-2-23
4	Margarita Law			19-2-23
5	Jonette Davidson			19-2-23
6	Martha Dodd			19-2-23

Page 1 of 1

Request by members for Directors of Wulli Wulli Nation Aboriginal Corporation (ACN #266) in accordance with the Corporations Rule Book.

The members signing this document understand the request to call a General Meeting to be held after the recommendation of the Annual General Meeting that was adjourned on 28/01/2023 to consider the resolutions (below). The Directors are to notify all members in writing of this meeting and the proposed resolutions. We nominate Karen Collins and Robert Salmer to be the contact members for this request.

Resolution 1

We the members request to step down the Chairperson and Director from his position. If this Director position becomes vacant, this position will not be refilled, and the remaining Directors will elect a new Chairperson at the next Director's meeting. If stood down all assets belonging to the Corporation must be returned at this meeting.

Resolution 2

We the members request to step down the Secretary and Director from their position. If this Director position becomes vacant, this position will not be refilled, and the remaining Directors will elect a new Secretary at the next Director's meeting. If stood down all assets belonging to the Corporation must be returned at this meeting.

Special Resolution 3

Add to Rule Book 9.9.1 (b) if a Director or Directors are removed by members by passing a resolution by majority vote at a General Meeting and/or Annual General meeting that Director/Directors are not eligible to reapply for Directorship until after 10 years and to stop and be removed from any Wulli Wulli Nation Aboriginal Corporation business.

Number	Name	Address	Signature	Date
1	Tracey Mackenzie			19/02/2023
2				
3				
4				
5				
6				

From: s22
To: s22
Subject: FW: Performance reports from WWNAC [SEC=OFFICIAL]
Date: Wednesday, 6 September 2023 2:33:34 PM
Attachments: [Performance Report WWNAC to 30 June 2022.pdf](#)
[Performance Report WWNAC to 31 Dec 2022.pdf](#)
Importance: High

OFFICIAL

From: s22
Sent: Thursday, 16 March 2023 2:34 PM
To: s22 @official.niaa.gov.au>
Cc: s22 @official.niaa.gov.au>
Subject: FW: Performance reports from WWNAC [SEC=OFFICIAL]
Importance: High

OFFICIAL

Good afternoon, s22

Attached to this email are the two performance reports for WWNAC.

Regards
s22

From: William s47F @himalayaconsulting.biz>
Sent: Thursday, 16 March 2023 11:24 AM
To: s22 @official.niaa.gov.au>
Cc: Elliot Anderson s11C @wnnac.org.au) s11C @wnnac.org.au>; Secretary <secretary@wnnac.org.au>
Subject: Performance reports from WWNAC
Importance: High

Dear s22 ,

In the absence of being able to make the online forms work, I have taken a prior PDF performance report and used it as a template for our reports for the periods ending 30th June, 2022, and 31st December, 2022. These forms are attached. Once again, I apologise for the delay in providing these to you. We will be better prepared for the period ending 30th June, 2023!

If you have any queries, or spot any errors, please do not hesitate to contact me.

Many thanks,

William O'Chee
劉威廉

Partner
Himalaya Consulting
Mob: s47F

Released by the National Indigenous Australians Agency under FOI

Indigenous Advancement Strategy

Performance Report

WULLI WULLI NATION ABORIGINAL CORPORATION

Activity Id: 4-E9ZUEFC

The following information must be provided:

Project Delivery Overview

1. Please provide details about your Organisation's progress in delivering the outcomes and objectives of the project (as outlined in the project description) and where relevant, any challenges and/or changes experienced during the reporting period

In the period from the 1st January, 2022 to the 30th June, 2022, the board engaged consultants to undertake the following work:

- Review PBC compliance; associated governance processes; AGM's; Board Transition; update Constitution/Rule Book and associated procedures; development of Board Training Plan.
- Review policies and procedures of WWNAC (including risk management, HR, WHS, Code of Conduct, Recruitment, Confidentiality, Asset Management, Financial Delegations, Conflict of Interest etc).
- Undertake a risk assessment for the organisation.
- Review the then existing strategic plan and develop a new, risk-based strategic plan.
- Develop a business plan for WWNAC within the framework of the strategic plan.
- Develop an annual operational plan within the framework of the strategic plan.
- Develop and implement a communications strategy.
- Review and develop IT systems and purchase assets.

These tasks were completed within this time frame. The strategic plan also considered the regional economic conditions of Central Queensland, and the desirability or otherwise of WWNAC engaging in commercial activities in its own right.

Success Stories

2. Does your Organisation have any success stories to share for this reporting period?

Please provide details below

Online performance report being submitted on behalf of the organisation by NIAA. Please attach supporting documentation if available (e.g. photos, news clips, internal reports, case studies or good news stories): Responses to this question will be used to identify innovation and better practices in service delivery. The Agency may also use this information to publish good news stories on the NIAA website. Any content to be published will be confirmed with your Organisation prior to publication. Please limit the size of attachments by not using logos and complex formatting

[Please refer to the list of attached documents on the last page.] Step 2 Performance measures In this step you are required to provide information about the performance of the activity during the reporting period below. The following KPI's have been pre-filled in your Report and are all mandatory. Each of these fields has the following validation to ensure the correct data has been entered. Please do not enter in any special characters or any characters from A to Z as these will not be accepted by the field and will result in an error

Within the reporting period, the Board received an unanimously endorsed the strategic plan, in particular, the recommendation that commercial activities should not be conducted by WWNAC itself, but within a cultural and commercial operating entity.

The board also agreed to the principal recommendation of the strategic plan, the establishment of an independently managed investment company and a new investment trust, to be operated as an endowment fund to protect current assets of WWNAC, and to invest future revenue to provide for Wulli Wulli people in the long term. The board resolved that an initial endowment of \$300,000 would be made available to the investment company upon its incorporation and the creation of the trust.

The board also engaged Marsh to undertake an enterprise risk review of the organisation to further the board's collective understanding of risk, with further training for directors to follow once the report is received from Marsh.

The organisation commenced work during this period on an application to the ILSC for the transfer of two freehold grazing properties within the Wulli Wulli native title area.

Criminal history checks were undertaken for all board members, and none had a reportable criminal history.

Step 2 Performance measures

In this step you are required to provide information about the performance of the activity during the reporting period below. The following KPI's have been pre-filled in your Report and are all mandatory. Each of these fields has the following validation to ensure the correct data has been entered. Please do not enter in any special characters or any characters from A to Z as these will not be accepted by the field and will result in an error

Any errors on the page either through not providing a value or providing an incorrect value will prevent navigation to the next page.

3. MKDI.D1 - Employment Number

Total number of females employed under the activity, in the reporting period: 3
 Total number of males employed under the activity, in the reporting period: 4
 Total number of indeterminate/intersex/unspecified employed under the activity, in the reporting period: Nil
 Total number of Indigenous females employed under the activity, in the reporting period: 2
 Total number of Indigenous males employed under the activity, in the reporting period: 2
 Total number of Indigenous indeterminate/intersex/unspecified employed under the activity, in the reporting period: Nil

4. MKDI.D2 - Hours Worked - Indigenous Staff

Number of hours worked by all Indigenous people employed under the activity, in the reporting period: 308

5. MKDI.D3 - Hours Worked - All Staff

Number of hours worked in the reporting period by all people employed under the activity, in the reporting period: 432

6. MKPI.M1 - Indigenous Employment

Proportion (%) of hours worked in the reporting period that were worked by an Indigenous person, under the activity: 71.3%

7. MKPI.M2 - Core Service Provision

N/A - to be answered by the Agency:

8. D106.01 - In-House Advisory Support

Number of individual businesses and organisations in the reporting period that received in-house advisory support under the activity: N/A

9. D106.02 - Professional Services

Number of individual businesses and organisations in the reporting period that received professional advice under the activity: N/A

10. D106.03 - Events / Activities

Number of individual events / activities run under the activity in the reporting period: N/A

11. D106.04 - Collaborative Partnerships

Number of third parties with whom a collaborative partnership has been formed under the activity in the reporting period: 6

Further information.

The following information relates to the period 1st January to 30th June 2022.

During this time, WNNAC and its consultants prepared and finalised a Strategic Plan to address issues with governance and structuring, as well as financial viability.

MKDI.D1 - Employment Number

Total number of females employed under the activity, in the reporting period: 1
 Total number of males employed under the activity, in the reporting period: 5
 Total number of indeterminate/intersex/unspecified employed under the activity, in the reporting period: Nil
 Total number of Indigenous females employed under the activity, in the reporting period: 1
 Total number of Indigenous males employed under the activity, in the reporting period: 2
 Total number of Indigenous indeterminate/intersex/unspecified employed under the activity, in the reporting period: Nil

MKDI.D2 - Hours Worked - Indigenous Staff

Number of hours worked by all Indigenous people employed under the activity, in the reporting period: 308

MKDI.D3 - Hours Worked - All Staff

Number of hours worked in the reporting period by all people employed under the activity, in the reporting period: 432

MKPI.M1 - Indigenous Employment



Proportion (%) of hours worked in the reporting period that were worked by an Indigenous person, under the activity: 71.3%



12. P106.08 - Quality of Support.

Proportion (%) of supported businesses satisfied with the level of support received in the reporting period:



Working with Aboriginal and Torres Strait Islander peoples

Indigenous Advancement Strategy

Performance Report

WULLI WULLI NATION ABORIGINAL CORPORATION

Activity Id: 4-E9ZUEFC

The following information must be provided:

Project Delivery Overview

1. Please provide details about your Organisation's progress in delivering the outcomes and objectives of the project (as outlined in the project description) and where relevant, any challenges and/or changes experienced during the reporting period

In the period from the 1st July, 2022 to the 31st December, 2022, the board of WWNAC continued with the programme of reform set out in the strategic plan, which was adopted in the previous reporting period.

In terms of deliverables, the organisation now has a robust and fully functioning IT system which supports the operations of the board. All directors now use the wwnac.org.au mail server, and there are no problems with email. This is a success for the capacity building grant, as IT had previously been a major problem for the organisation.

There is also established a communications strategy which provides text messages to members (a better means than email due to the difficulties of getting internet in many parts of Wulli Wulli country), although uptake needs to be improved.

The board met in October to receive the recommendations for reform of enterprise risk management, and will undertake training for directors with Marsh in the forthcoming year.

The board and elders appointed three independent directors, and one Wulli Wulli director to the investment management company pursuant to the strategic plan. A further Wulli Wulli director is to be appointed. This is an area of co-investment between NIAA, with NIAA covering the cost of independent director remuneration (on a very reduced fee basis), and WWNAC paying the cost of Wulli Wulli director remuneration.

The board is increasingly working to the requirements of the strategic plan, and receiving and implementing reports from consultants engaged to undertake work under that plan. New corporate lawyers were appointed, separate from the existing native title lawyers.

The corporation entered into a lease, prepaid for the first 12 months, for a vehicle to enable the Secretary to undertake necessary work to manage country. This is one of the ways in which the grant has supported capacity, by enabling better management of cultural heritage areas, and negotiations with proponents.

Success Stories

2. Does your Organisation have any success stories to share for this reporting period?

Please provide details below

Online performance report being submitted on behalf of the organisation by NIAA. Please attach supporting documentation if available (e.g. photos, news clips, internal reports, case studies or good news stories): Responses to this question will be used to identify innovation and better practices in service delivery. The Agency may also use this information to publish good news stories on the NIAA website. Any content to be published will be confirmed with your Organisation prior to publication. Please limit the size of attachments by not using logos and complex formatting

[Please refer to the list of attached documents on the last page.] Step 2 Performance measures In this step you are required to provide information about the performance of the activity during the reporting period below. The following KPI's have been pre-filled in your Report and are all mandatory. Each of these fields has the following validation to ensure the correct data has been entered. Please do not enter in any special characters or any characters from A to Z as these will not be accepted by the field and will result in an error

The board's major achievement during the reporting period was negotiating a complete unwind of its ill-fated investment in IWS. This was negotiated by the Chairman and Secretary, and resulted in: (1) a cancellation of all share transfers; (2) a refund of monies paid by WWNAC for the purchase of shares; (3) a cancellation of all debt for the future purchase of shares. This should be considered a very good outcome in terms of indigenous capacity, as it was solely negotiate by the Chairman and the Secretary with legal advice from the organisation's corporate lawyers.

As a result of this, and measures taken to control costs, the corporation made a profit for the first time in six years, recording an increase in member equity of over \$800,000 in the financial year to 30th June.

Whereas the auditor was unwilling to express an opinion on the previous financial report (because of uncertainty about the asset value of the IWS shares), this year's financial report received an unqualified audit report. Again, this is a sign of management improvements and an increasingly capable board.

Another success has been communication from the ILSC indicating that they may be willing to transfer a grazing property within the Wulli Wulli area to WWNAC or the investment company, upon the members voting to accept it at the forthcoming AGM.

The AGM will also be asked to make changes to the organisation's Rule Book which were identified by the organisation's lawyers and consultants in order to more properly represent the members.

Step 2 Performance measures

In this step you are required to provide information about the performance of the activity during the reporting period below. The following KPI's have been pre-filled in your Report and are all mandatory. Each of these fields has the following validation to ensure the correct data has been entered. Please do not enter in any special characters or any characters from A to Z as these will not be accepted by the field and will result in an error

Any errors on the page either through not providing a value or providing an incorrect value will prevent navigation to the next page.

3. MKDI.D1 - Employment Number

Total number of females employed under the activity, in the reporting period: 3
Total number of males employed under the activity, in the reporting period: 5
Total number of indeterminate/intersex/unspecified employed under the activity, in the reporting period: Nil
Total number of Indigenous females employed under the activity, in the reporting period: 2
Total number of Indigenous males employed under the activity, in the reporting period: 2
Total number of Indigenous indeterminate/intersex/unspecified employed under the activity, in the reporting period: Nil

4. MKDI.D2 - Hours Worked - Indigenous Staff

Number of hours worked by all Indigenous people employed under the activity, in the reporting period: 230

5. MKDI.D3 - Hours Worked - All Staff

Number of hours worked in the reporting period by all people employed under the activity, in the reporting period: 360.25

6. MKPI.M1 - Indigenous Employment

Proportion (%) of hours worked in the reporting period that were worked by an Indigenous person, under the activity: 63.8%

7. MKPI.M2 - Core Service Provision

N/A - to be answered by the Agency:

8. D106.01 - In-House Advisory Support

Number of individual businesses and organisations in the reporting period that received in-house advisory support under the activity: N/A

9. D106.02 - Professional Services

Number of individual businesses and organisations in the reporting period that received professional advice under the activity: N/A

10. D106.03 - Events / Activities

Number of individual events / activities run under the activity in the reporting period: N/A

11. D106.04 - Collaborative Partnerships

Number of third parties with whom a collaborative partnership has been formed under the activity in the reporting period: 6

Further information.

The following information relates to the period 1st July, 2022 to 31st December, 2022.

During this period, WWNAC worked with its consultants to implement the strategic plan.

MKDI.D1 - Employment Number

Total number of females employed under the activity, in the reporting period: 3
 Total number of males employed under the activity, in the reporting period: 5
 Total number of indeterminate/intersex/unspecified employed under the activity, in the reporting period: Nil
 Total number of Indigenous females employed under the activity, in the reporting period: 2
 Total number of Indigenous males employed under the activity, in the reporting period: 2
 Total number of Indigenous indeterminate/intersex/unspecified employed under the activity, in the reporting period: Nil

MKDI.D2 - Hours Worked - Indigenous Staff

Number of hours worked by all Indigenous people employed under the activity, in the reporting period: 230

MKDI.D3 - Hours Worked - All Staff

Number of hours worked in the reporting period by all people employed under the activity, in the reporting period: 360.25

MKPI.M1 - Indigenous Employment



Proportion (%) of hours worked in the reporting period that were worked by an Indigenous person, under the activity: 63.8%

12. P106.08 - Quality of Support.

Proportion (%) of supported businesses satisfied with the level of support received in the reporting period:

From: s22
To: s47F@himalayaconsulting.biz
Cc: Secretary s11C@wnnac.org.au; s22
Subject: FW: PRIVATE AND CONFIDENTIAL - Minutes of June Meeting [SEC=OFFICIAL:Sensitive]
Date: Friday, 31 May 2024 2:54:45 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

OFFICIAL:Sensitive

Good afternoon, Bill.

As discussed, please find a copy of the email sent yesterday afternoon.

Regards

s22

From: s22
Sent: Thursday, May 30, 2024 4:44 PM
To: Secretary <secretary@wnnac.org.au>
Cc: s22 @official.niaa.gov.au>
Subject: RE: PRIVATE AND CONFIDENTIAL - Minutes of June Meeting [SEC=OFFICIAL:Sensitive]

OFFICIAL:Sensitive

Good afternoon, Elizabeth.

Thank you for taking the time to speak with s22 and I this afternoon.

As discussed, the document provided to NIAA was actual notes from June 2023 monthly meeting held between WWNAC and NIAA as part of the Risk Management Performance Action Plan.

The NIAA is unable to provide approval for the remuneration for the work being undertaken by yourself, this is a decision for your Board.

If you require any further information, please contact me.

Regards

s22

From: Secretary <secretary@wnnac.org.au>
Sent: Wednesday, May 29, 2024 9:48 AM
To: s22 @official.niaa.gov.au>; s22
s22 @official.niaa.gov.au>
Subject: RE: PRIVATE AND CONFIDENTIAL - Minutes of June Meeting [SEC=OFFICIAL:Sensitive]

Thank you

| *Secretary Elizabeth Blucher*
Wulli Wulli Nation Aboriginal Corporation RNTBC



*PO Box 13
MOURA, QLD. 4718*



secretary@wnnac.org.au



s11C

From: s22 @official.niaa.gov.au>
Sent: Tuesday, May 28, 2024 9:40 PM
To: Secretary <secretary@wnnac.org.au>; s22 @official.niaa.gov.au>
Subject: RE: PRIVATE AND CONFIDENTIAL - MInutes of June Meeting [SEC=OFFICIAL:Sensitive]

OFFICIAL:Sensitive

Good evening Elizabeth,

Thanks for your call this afternoon. As discussed I have now had a read. s22 and I will discuss this matter and follow up with you tomorrow.

Regards.

s22

s22

Engagement Director | Central Queensland Region | Eastern Group
National Indigenous Australians Agency

p. s22 m. s22

e. s22 @official.niaa.gov.au

Level 1/36 East Street, ROCKHAMPTON QLD 4700 | PO Box 550 ROCKHAMPTON QLD 4700

w. niaa.gov.au w. indigenous.gov.au



The National Indigenous Australians Agency acknowledges the traditional owners and custodians of country throughout Australia and acknowledges their continuing connection to land, waters and community. We pay our respects to the people, the cultures and the elders past, present and emerging.

From: Secretary <secretary@wnnac.org.au>
Sent: Tuesday, May 28, 2024 1:22 PM
To: s22 @official.niaa.gov.au>; s22 @official.niaa.gov.au>
Subject: PRIVATE AND CONFIDENTIAL - MInutes of June Meeting

Afternoon s22 and s22 ,

Attached are Minutes from June 2023 when I first became Secretary of the WWNAC Board.

In doing so it was raised at the meeting that I would take on the Interim Secretary role to open the Office in Moura as Office Secretary until Bill put forward a PD for an Office Secretary.

Chris Royan had mentored me through a couple of sessions, but in doing so I wanted a something out of being Mentored, maybe a Stat Dec or something to the effect of a Certificate stating things I achieved but never got anything.

My time since those couple of times has been very time consuming, especially as I had to deal with BDO Examination, ORIC AUDIT, AGM 2023, catching up with the Bookkeeper requirements, Working on Grant Projects as well as everyday Board issues and Proponents.

In saying all this, am I able to be reimbursed for the time spent doing this work as it had been stated in Minutes. Or what do you think would be fair and reasonable, since June last year, and can it come out of the NIAA as it was before the December cutoff date.

I will take on advice you can give me. I have not ccd anyone else into this email for purpose of Control from others.

I will wait to hear from you.

Kind Regards

Secretary Elizabeth Blucher
Wulli Wulli Nation Aboriginal Corporation RNTBC
PO Box 13
MOURA, QLD. 4718

secretary@wwnac.org.au

s47F

IMPORTANT: This message, and any attachments to it, contains information that is confidential and may also be the subject of legal professional or other privilege. If you are not the intended recipient of this message, you must not review, copy, disseminate or disclose its contents to any other party or take action in reliance of any material contained within it. If you have received this message in error, please notify the sender immediately by return email informing them of the mistake and delete all copies of the

message from your computer system.

From: s22
To: s22
Subject: FW: Request for variation WWNAC grant - re contract reviews [SEC=OFFICIAL]
Date: Tuesday, 26 September 2023 4:20:27 PM

OFFICIAL

Good afternoon, s22

I will give you a call around this request.

Regards

s22

From: s47F s47F @himalayaconsulting.biz>
Sent: Tuesday, 26 September 2023 4:09 PM
To: s22 @official.niaa.gov.au>
Cc: Elliot Anderson s11C @wwnac.org.au>; Elizabeth Blucher s11C @wwnac.org.au>
Subject: Request for variation WWNAC grant - re contract reviews

Dear s22

I refer to my telephone discussion with you today, and confirm that the Chairman and Secretary wish to have the corporation's solicitor undertake a review of all of the contracts currently on foot between WWNAC and its various contractors. These are principally those delivering services under the NIAA grant, and also the "service provider" Cultural Pathways.

This course of action was recommended by the solicitor and I fully endorse it. It will add to the governance of the corporation, and reduce its risk profile.

Can you please approve a variation from the budget to cover this work? I do not have quote on this, as it will be subject to ordinary time cost charges, but I expect it should cost less than \$5,000.

Yours,

William O'Chee

劉威廉

Partner

Himalaya Consulting

Mob: s47F

From: s22
To: s22
Cc: s22
Subject: FW: Signed WWNAC NIAA Deed of Variation [SEC=OFFICIAL]
Date: Monday, 9 January 2023 12:44:25 PM
Attachments: [Executed Variation 1 Wulli Wulli Nation Aboriginal Corporation.pdf](#)

OFFICIAL

Hi s22

This is the copy of the signed variation for WWNAC.

Regards

s22

From: s22
Sent: Tuesday, 15 November 2022 11:11 AM
To: 'William' s47F @himalayaconsulting.biz>
Cc: s22 @official.niaa.gov.au>; Elliot Anderson <Elliot@wwnac.org.au>; Secretary <secretary@wwnac.org.au>; Christine Royan <christineroyan@bigpond.com>
Subject: RE: Signed WWNAC NIAA Deed of Variation [SEC=OFFICIAL]

OFFICIAL

Good morning Bill and All

Attached to this email is the executed copy of the variation for WWNAC's records.

Regards

s22

From: William s47F @himalayaconsulting.biz>
Sent: Monday, 14 November 2022 4:18 PM
To: s22 @official.niaa.gov.au>
Cc: s22 @official.niaa.gov.au>; Elliot Anderson s11C@wwnac.org.au>; Secretary <secretary@wwnac.org.au>; Christine Royan s11C @bigpond.com>
Subject: Signed WWNAC NIAA Deed of Variation
Importance: High

Dear s22 & s22 ,

Please find herewith the Deed of Variation signed and dated the 9th November, 2022 by the Chairman and Secretary of WWNAC as requested. We apologise for the delay. It had to first be approved by the Board.

Could you please be so kind as to send the NIAA signed copy to Elliot, Brian and me at your earliest convenience?

Now that we have executed our copy of the Deed, we have proceeded to pay outstanding invoices, and I shall be in a position to give you a financial update this week.

Many thanks,

William O'Chee

劉威廉

Partner

Himalaya Consulting

Mob: s47F

From: [William O'Chee](#)
To: [Elliot Anderson](#); [Elizabeth Blucher](#); [Erica Landers](#); [Sharon McQueen](#)
Subject: Insider trading and payments to directors
Date: Friday, 1 September 2023 1:09:33 PM

Dear All,

There seems to be some misunderstanding about what constitutes “insider trading”.

Insider trading is defined in section 1013 of the Corporations Act 2001, and is limited to situations where a person has information which is not generally known, which might affect the price of a share, and that person uses that information to buy or sell that share for their advantage. That’s a rough paraphrase, and I shall cover this in detail in the board meeting on Monday.

It is not insider trading for a director to make a payment to themselves or another director for an amount which is properly payable or owed by the company. Any suggestion to that effect is totally untrue.

Similarly, it is totally untrue that such payments must be made through a third party, because in the end you have to reimburse the third party anyway. In fact, such arrangements have the tendency to reduce transparency, and can leave the board open to allegations of money laundering or other misconduct.

In directing payments from the NIAA account I have always requested the payment be made; provided a reference for the payment; as well as setting out the reason for the payment. This is for the protection of the directors, and for maximum transparency for the members and the Commonwealth.

I hope this gives you some confidence in what you can do as directors. If you have any queries please feel free to call me.

Yours,

Bill

Sent from my iPhone

Released by the National Indigenous Australians Agency under FOI

From: [William](#)
To: s22
Cc: s22
Subject: Letter to NIAA
Date: Friday, 24 March 2023 1:32:14 PM
Attachments: [Letter to NIAA.pdf](#)

Dear s22

I had sent this to you on the 6th March, but it clearly failed to make your inbox.

Have a great weekend,

William O'Chee

劉威廉

Partner

Himalaya Consulting

Mob: s47F



Our Ref: DLP:WUL0011

24 February 2022

Attention: **s22**
 National Indigenous Australians Agency

By email: compliance@niaa.gov.au

Dear **s22**

Wullli Wullli Capacity Building Project – Activity ID 4-E9ZUEFC

We refer to recent correspondence in relation to the above matter.

With respect, your letter dated 14 November 2022 did not answer any of the questions asked in our letter dated 25 October 2022 and so we repeat them:

1. What are the facts, matters and circumstances relied upon to form the assertion that the "Acquittal Balance" was \$767,720?
2. Who made the determination and on what basis?
3. Why would NIAA pay \$767,720 more than what had been approved?
4. Does NIAA assert that our client has not used the funds for particular uses to which the funds were provided?
5. Does the purported debt relate to deliverables which are alleged to be not yet delivered?

We note that question 3 was asked because it appears that NIAA made a determination that \$767,720 was paid above approval but NIAA had not determined that the funds were not used in accordance with the Agreement. Please clarify.

You make the bare allegation that the amount of \$767,720 was unapproved expenditure because no service was delivered by IWS and you connect that with there having been no deliverables met under the Agreement – but you have ignored our questions 4 and 5 above. Which deliverables under the Agreement were intended to be met through payment of \$767,720?

You assert that NIAA had a discussion with Mr O'Chee during which NIAA informed Mr O'Chee that \$767,720 was unapproved expenditure but: who made that determination prior to the discussion, when was the determination made, who made the statement to Mr O'Chee and when was the discussion? Further, you assert that "Wullli Wullli informed NIAA that no service had been delivered..."



Brisbane

Level 2, 1 Breakfast Creek Road,
 Newstead, QLD 4006
 PO Box 2684, Fortitude Valley BC, QLD 4006
 T 07 3230 5222 F 07 3252 1355



Sydney

Level 9, 189 Kent Street,
 Sydney, NSW 2000
 GPO Box 3290, Sydney, NSW 2001
 T 02 9262 5550 F 02 9299 5849



Perth

45 Ventnor Ave,
 West Perth, WA 6005
 T 08 9429 8883 F 08 9429 8800



but again who made that statement, when was it made and, rather than provide a very brief snapshot to suit NIAA's position, what was the effect of the entire discussion during which "*Wulli Wulli*" made that statement? Context is of course critical.

Finally, your breach notice was issued pursuant to clause 82 of the Head Agreement but neither the acquittal advice nor your letter states which clause of the Head Agreement you rely upon to demand repayment. Please do so.

This issue involves a significant sum of money and our client is entitled to have proper particulars and reasons for the demand for repayment.

If you wish to discuss this further, please do not hesitate to contact the author on (07) 3230 5222.

Yours faithfully

s47F

s11C

Cleary Hoare Solicitors

From: [William](#)
To: [s22](#) ; [s22](#) ; [Elliot Anderson](#); [Elizabeth Blucher](#); [Lesley Johnston](#)
Subject: NIAA account reconciliation 1 July 2023 to date
Date: Wednesday, 15 May 2024 6:49:10 PM
Attachments: [Invoice reconciliation for NIAA 1 July 2023 to close.xlsx](#)
[Bank Statements Wulli Wulli.pdf](#)
Importance: High

Dear All,

Please find herewith the completed reconciliation of payments through the NIAA account from 1 July 2023. This is contained in the attached spreadsheet. Also attached are the bank statements.

The spreadsheet contains three sheets: a list of authorised invoices, a summary of all payments out of the account, and a list of three unidentified payments out.

Although there are three unidentified transactions where payments have come out of the NIAA account, I can state that these seem to be simple accounting errors. One of the unidentified payments seems to be an invoice from Venturer Technology which was not forwarded to me, but sent directly to WWNAC and paid from the NIAA account. The amount is small and this seems an oversight. The other two payments seem to be payments which were erroneously made from the NIAA account, but which should have been paid out of WWNAC's general account.

I also note there was one payment **into the NIAA account** in the amount of \$4,166.65 which should have been paid to the WWNAC general account.

There are also five invoices, each in the amount of \$833.33 and payable to Venturer Technology which were paid twice - on the 20th September 2023 and on the 3rd October 2023. These payments were clearly in error, and as a result, Venturer has been overpaid \$4,166.65.

Finally, there were two invoices from Bunyah Pty Ltd which were authorised but not paid for some reason. These were in the amounts of \$500.00 and \$15,000.00. These were submitted and authorised well before the end of December 2023.

Similarly, there is also an invoice from Cleary Hoare in the amount of \$24,750.00 which relates to work done before the end of December, but for which I was chasing them for a conforming invoice for months, and it was not received until February this year.

Other than that, there are no discrepancies on this account, and the three errors are within the normal range of what one would expect when a company is operating three or four different bank accounts.

Many thanks for your patience,

William O'Chee

劉威廉

Partner

Himalaya Consulting

Mob: [s47F](#)

This document was exported from Numbers. Each table was converted to an Excel spreadsheet. All other objects on each Numbers sheet were placed on separate work sheets. Please be aware that formula calculations may differ in Excel.

Numbers Sheet Name	Numbers Table Name	Excel Spreadsheet Name
Invoice Reconciliation	Table 1	Invoice Reconciliation
List of Bank Transactions	Table 1	List of Bank Transactions
Unident. Bank Transactions	Table 1	Unident. Bank Transactions

Table 1

Supplier	Invoice Number	Date Paid	Value	Amount Paid	Amount Outstanding	Hours Indigenous	Hours Non-Indigenous	Hours Male	Hours Female
Toyota Finance		7/17/23	\$2438.93	\$2438.93	\$0.00				
Toyota Finance		8/15/23	\$2793.79	\$2793.79	\$0.00				
Himalaya Consulting	NIA005	8/22/23	\$2423.50	\$2423.50	\$0.00				
Erica Landers	SEPBD1-4	9/1/23	\$450.50	\$450.50	\$0.00				
Elizabeth Blucher	SEPBD1-3	9/1/23	\$600.00	\$600.00	\$0.00				
Elliot Anderson	SEPBD1-5	9/1/23	\$212.50	\$212.50	\$0.00				
Sharon McQueen	SEPBD1-4	9/1/23	\$600.00	\$600.00	\$0.00				
Grand Chancellor	SEPBD1-6	9/1/23	\$1936.00	\$1936.00	\$0.00				
Toyota Finance		9/15/23	\$1088.60	\$1088.60	\$0.00				
Venturer Technologies	INV2697	9/20/23	\$833.33	\$833.33	\$0.00				
Venturer Technologies	INV2620	9/20/23	\$833.33	\$833.33	\$0.00				
Venturer Technologies	INV2455	9/20/23	\$833.33	\$833.33	\$0.00				
Venturer Technologies	INV2113	9/20/23	\$833.33	\$833.33	\$0.00				
Venturer Technologies	INV2530	9/20/23	\$833.33	\$833.33	\$0.00				
The Family Office P/L	Moura Lease	9/27/23	\$18000.00	\$18000.00	\$0.00				
Bunyugah	WWNAC_04		\$500.00	\$0.00	\$500.00	2		2	
Bunyugah	WWNAC_03	3/10/2023	\$1,000.00	\$1,000.00	\$0.00	2.75		2.75	
Bunyugah	WWNAC_05	3/10/2023	\$550.00	\$550.00	\$0.00	2.75		2.75	
Bunyugah	WWNAC_06	3/10/2023	\$1,200.00	\$1,200.00	\$0.00	6		6	
Bunyugah	WWNAC_07	3/10/2023	\$2,000.00	\$2,000.00	\$0.00	10		10	
Venturer Technologies	INV 2697	3/10/2023	\$0.00	\$833.33	-\$833.33		8	8	
Venturer Technologies	INV 2620	3/10/2023	\$0.00	\$833.33	-\$833.33		8	8	
Venturer Technologies	INV 2455	3/10/2023	\$0.00	\$833.33	-\$833.33		8	8	
Venturer Technologies	INV 2113	3/10/2023	\$0.00	\$833.33	-\$833.33		8	8	
Venturer Technologies	INV 2530	3/10/2023	\$0.00	\$833.33	-\$833.33		8	8	
Venturer Technologies	INV 2784	4/10/2023	\$833.33	\$833.33	\$0.00		8	8	
Toyota Finance		16/01/2024	\$2,940.14	\$2,940.14	\$0.00				

Released by the National Indigenous Australians Agency under FOI

Bank Transactions from 1 July 2023 to 15 February 2024						
For WWNAC Bank Account ending '8682						
Date	Transaction	Debits				
7/17/23	Toyota Finance	2,438.93				
8/15/23	Toyota Finance	2,793.79				
8/22/23	NIA005	2,423.50				
1/09/2023	SEPBD1-4	450.50				
1/09/2023	SEPBD1-3	600.00				
1/09/2023	SEPBD1-5	212.50				
1/09/2023	SEPBD1-4	600.00				
9/15/23	Toyota Finance	1,088.60				
9/20/23	INV2697	833.33				
9/20/23	INV2620	833.33				
9/20/23	INV2455	833.33				
9/20/23	INV2113	833.33				
9/20/23	INV2530	833.33				
9/27/23	Moura lease	18,000.00				
3/10/2023	WWNAC05	550.00				
3/10/2023	INV2697	833.33				
3/10/2023	INV2620	833.33				
3/10/2023	INV2455	833.33				
3/10/2023	INV2113	833.33				
3/10/2023	INV2530	833.33				
3/10/2023	WWNAC03	1,000.00				
3/10/2023	WWNAC06	1,200.00				
3/10/2023	WWNAC07	2,000.00				
4/10/2023	INV2734	11.95				
4/10/2023	INV2784	833.33				
16/10/2024	Toyota Finance	2,940.14				
24/10/2023	OctBD1-2	274.98				

24/10/2023	OctBDI-1	342.98				
24/10/2023	Oct BDI-3	180.71				
24/10/2023	OctBDI-4	274.98				
2/11/2023	OCTBDI-5	908.67				
7/11/2023	Inv2869	833.33				
7/11/2023	Inv BI0002298	4,537.50				
15/11/2023	Toyota Finance	1,711.46				
13/12/2023	INV2869	833.33				
15/12/2023	Toyota Finance	2,361.88				
8/01/2024	INTERNET TFR	10,000.00				
8/01/2024	INTERNET TFR	5,776.00				
8/01/2024	INTERNET TFR	2,100.00				
8/01/2024	INTERNET TFR	1,250.00				
8/01/2024	INTERNET TFR	950.00				
8/01/2024	INTERNET TFR	833.33				
8/01/2024	INTERNET TFR	700.00				
15/01/2024	Toyota Finance	2,401.19				
14/02/2024	INTERNET TFR	3,368.00				
14/02/2024	INTERNET TFR	223.85				
14/02/2024	INTERNET TFR	159.90				
15/02/2024	Toyota Finance	2,050.72				

Unidentified Bank Transactions from 30 September 2023 to 15 February 2024

For WWNAC Bank Account ending '8682						
Date	Transaction	Debits				
4/10/2023	INV2734	11.95				
14/02/2024	INTERNET TFR	3,368.00				
14/02/2024	INTERNET TFR	223.85				

From: s22
To: s110@wnnac.org.au; s47F@himalayaconsulting.biz
Cc: s22
Subject: OVERDUE - IAS Performance report for Activity ID: 4-E9ZUEFC - Wulli Wulli Capacity Building Project
Date: Friday, 8 September 2023 8:09:22 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Good morning Elliot,

Was good yarnning with you yesterday.

I am sending you this email as NIAA have not received a completed Performance Report from your organisation for the following grant:

- Activity ID: 4-E9ZUEFC
- Activity Title: Wulli Wulli Capacity Building Project

As such, I would be grateful if you could please complete the online Performance Report in the Portal by COB 15 September 2023. This report was due 15/07/2023. The reporting period is for 01/01/2023 to 30/06/2023.

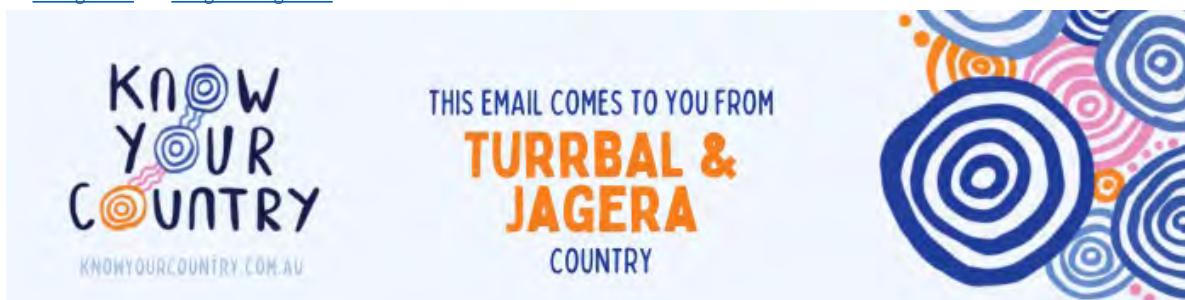
Please see below logon and access details:

- Access link - <https://opa-web.dss.gov.au/opa/web-determinations/startsession/FormAccess>
- Access code - e198c59a-caa9-4f7b-a290-e5540fc6d9a7
- Password – 4-CW04TWC

Please do not hesitate to contact me if you have any issues accessing this report.

Regards,

s22 | Senior Agreement Manager
Brisbane Team | Grants Management Unit | Operations and Delivery Portfolio
National Indigenous Australians Agency
p. s22
Level 19 215 Adelaide St Brisbane QLD 4001 | GPO Box 9932 BRISBANE QLD 4000
w. niaa.gov.au w. indigenous.gov.au



The National Indigenous Australians Agency acknowledges the traditional owners and custodians of country throughout Australia and acknowledges their continuing connection to land, waters and community. We pay our respects to the people, the cultures and the elders past, present and emerging.



From: s22
To: Secretary: s11C@wwnac.org.au
Cc: s22 s22 william
Subject: RE: OVERDUE - IAS Performance report for Activity ID: 4-E9ZUEFC, Activity Title: Wulli Wulli Capacity Building Project [SEC=OFFICIAL]
Date: Monday, 29 January 2024 4:53:59 PM

OFFICIAL

Good afternoon, Elizabeth, and Elliott.

Thank you for your email this morning Elizabeth, sorry I was unable to respond due to travelling.

The performance and acquittal reports were being completed by Bill. I encourage you to contact Bill to get an update on the progress of the reports.

Let me know if you need any further information.

Regards^s

s22

From: Secretary <secretary@wwnac.org.au>
Sent: Monday, January 29, 2024 3:31 PM
To: william s47F @himalayaconsulting.biz>; s22 @official.niaa.gov.au>
Cc: s22 @official.niaa.gov.au>
Subject: Re: OVERDUE - IAS Performance report for Activity ID: 4-E9ZUEFC, Activity Title: Wulli Wulli Capacity Building Project

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From: Secretary <secretary@wwnac.org.au>
Sent: Monday, January 29, 2024 9:07:07 AM
To: william s47F @himalayaconsulting.biz>; s22 @official.niaa.gov.au>
Subject: Fwd: OVERDUE - IAS Performance report for Activity ID: 4-E9ZUEFC, Activity Title: Wulli Wulli Capacity Building Project

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From: noreply.gps@dss.fms.gov.au <noreply.gps@dss.fms.gov.au>
Sent: Monday, January 29, 2024 9:01:44 AM
To: Secretary <secretary@wwnac.org.au>
Cc: s22 @official.niaa.gov.au s22 @official.niaa.gov.au>
Subject: OVERDUE - IAS Performance report for Activity ID: 4-E9ZUEFC, Activity Title: Wulli Wulli Capacity Building Project

Dear Grantee

Our records indicate that we have not received a completed Performance Report from your organisation for the following grant:

Activity ID: 4-E9ZUEFC

Activity Title: Wulli Wulli Capacity Building Project.

Completing the Report is a requirement as specified in the Project Schedule of your Head Agreement.

If you have recently submitted your completed Report to the Agency, or require more time to provide it, please contact your NIAA Agreement Manager to clarify the situation.

A failure to complete this Report may lead to delays in the release of future grant payments to your organisation.

Please do not reply to this email as it has been automatically generated.

Kind regards
NIAA IAS Performance Reports

Email: IASPerformanceReports@niaa.gov.au

Web: <https://www.niaa.gov.au>

From: [William](#)
To: [Secretary](#)
Cc: [Elliot Anderson](#); s22 ; s22
Subject: Re: Draft memo regarding remuneration of Secretary
Date: Friday, 7 June 2024 10:14:46 AM

Dear Elizabeth,

I am just waiting on Elliot to reply to me on whether he wants this to go to the whole Board or just to him and you, given there was a change in the composition of the Board in February.

I should sent it out today.

Yours,

Bill

On 7 Jun 2024, at 7:21 AM, Secretary <secretary@wnnac.org.au> wrote:

Morning Bill,

Just wondering what the outcome is so I can look into further actions.

Kind Regards
Elizabeth Blucher

Get [Outlook for Android](#)

From: William s47F <[REDACTED]@himalayaconsulting.biz>
Sent: Wednesday, June 5, 2024 3:27:29 PM
To: Elliot Anderson <Elliot@wnnac.org.au>; Secretary <secretary@wnnac.org.au>
Cc: s22 <[REDACTED].irwin@official.niaa.gov.au>; s22 <[REDACTED]@official.niaa.gov.au>
Subject: Draft memo regarding remuneration of Secretary

Dear Elliot and Elizabeth,

Please find herewith a ***draft*** memo regarding remunerating Elizabeth as an office administrator.

I have sent this to you as a draft in case there are particular points where further information may be needed. If that si so please contact me tonight, and maybe we can have a phone link up between with the three of us.

There is a clear way forward to appoint Elizabeth, but we must act within the law. In this regard, note that I strongly support Wulli Wulli people undertaking the administrative tasks, and hope that this memo makes that happen as soon as possible.

Yours,

Bill

From: s22
To: [Secretary](#)
Cc: [Ricky Prout](#); [Elliot Anderson](#); [william](#)
Subject: RE: Moura Office [SEC=OFFICIAL]
Date: Friday, 13 October 2023 5:14:48 PM
Attachments: [image002.png](#)
[image003.png](#)

OFFICIAL

Good afternoon, Elizabeth.

Firstly, thank you for the email below and the telephone conversation on Thursday afternoon.

I have been in contact with Bill, and he will respond to your email over the next couple of days.

In relation to the three quotes for the purchase of office equipment, this approach will ensure the market for the goods or services will satisfy that you are achieving value for money with a chosen supplier.

Please let me know if you need any further information.

Regards.

From: Secretary <secretary@wnnac.org.au>
Sent: Wednesday, 4 October 2023 12:01 PM
To: william s47F @himalayaconsulting.biz>
Cc: s47F @venttech.com.au>; Elliot Anderson s11C @wnnac.org.au>; s22 s22 @official.niaa.gov.au>
Subject: Moura Office

Afternoon Bill,

Could you let us know what the hold up is on moving Office Furniture to the Moura Office is please?

I am working out of my lounge room and all we are seeing is wasted rent for an office, I cant go there and sit on the floor

With no furniture or internet etc. Please help us to move forward. The process has taken long enough.

Kind Regards
Elizabeth Blucher



Secretary Elizabeth Blucher
Wulli Wulli Nation Aboriginal Corporation RNTBC
PO Box 173
THEODORE, QLD, 4714

 secretary@wnnac.org.au
 s11C

From: William
To: s22
Cc: s22 s47F @gmail.com; Brian Clancy; Brian Clancy: s22 ; s22
s22 ; s11C
Subject: Re: NIAA & WWNAC MONTHLY MEETINGS
Date: Saturday, 28 January 2023 10:44:26 PM

Yes please.

On 27 Jan 2023, at 1:54 pm, s22
<s22 @official.niaa.gov.au> wrote:

Hi All

Just setting the 2022 monthly invites into our respective calendars. le second Tuesday of each month. Please let me know if this day/time doesn't work and I will adjust according to the majority.

TEAMS meeting invite below.

Suggested Agenda Items:

1. Welcome and Acknowledgement of Country
2. RMPAP - discussion
 - a. WWNAC Update
 - b. NIAA feedback
3. Other Business
4. Reminder next meeting time/date

Kindest Regards

s22 | A/Senior Adviser
South Queensland Region | Central Queensland & Wide Bay Areas | Eastern Group
National Indigenous Australians Agency
p. s22 m. s22
Level 1/36 East Street ROCKHAMPTON QLD 4700 | PO Box 550 ROCKHAMPTON QLD 4700
w. niaa.gov.au w. indigenous.gov.au

<image002.jpg>

<image003.png>

The National Indigenous Australians Agency acknowledges the traditional owners and custodians of country throughout Australia and acknowledges their continuing connection to land, waters and community. We pay our respects to the people, the cultures and the elders past, present and emerging.

<image004.png> <image005.png> <image006.png> <image007.png>

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762430305@t.plcm.vc

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_<Mail Attachment.ics><20211214 WWNAC signed RMPAP.pdf>

From: [William](#)
To: [Elizabeth Blucher](#)
Cc: s22 s47F
Subject: Re: NIAA account reconciliation 1 July 2023 to date
Date: Thursday, 23 May 2024 2:22:17 PM

CORRECTION.

Apologies, as I had not seen them attached to the bottom of Elizabeth's email until after I sent mine.

Yes, all of these things were discussed in advance, and were also agreed with NIAA as valid under the grant, since they related to improving contracts and governance.

Yours,

Bill

On 21 May 2024, at 3:50 PM, Elizabeth Blucher s11C @wwnac.org.au> wrote:

Hi Bill,

Can you confirm whether or not I can pay these invoices please.

Elizabeth Blucher

From: s11C @wilsonlawyers.net.au>
Sent: Thursday, May 16, 2024 8:07 AM
To: Elizabeth Blucher s11C @wwnac.org.au>
Cc: Elliot Anderson s11C @wwnac.org.au>
Subject: RE: NIAA account reconciliation 1 July 2023 to date

Elizabeth,

I've taken some time to review my firm's invoices because some of them don't appear on the spreadsheet.

I've **attached** three invoices which don't appear and one invoice which does. My notes as follows:

1. Invoice BI0002298 – this was paid and noted in Bill's spreadsheet. I had to review in detail because the "Invoice Reconciliation" tab seems to change date format from row 43 onwards.
2. Invoice BI0002476 – this was not paid and not noted in Bill's spreadsheet. This was my review of the Toowoomba lease. Bill stated that this was part of NIAA funding hence the bold underlined comment on the letter.

3. Invoice BI0002367 – this was not paid and not noted in Bill's spreadsheet. This was a continuation of the contract review advice. Bill stated that this was part of NIAA funding hence the bold underlined comment on the letter.
4. Invoice BI0002017 – this was not paid and not noted in Bill's spreadsheet. This was a review of the Moura lease. Bill stated that this was part of NIAA funding though it does not have the same bold underlined comment because a different team in my firm did the work and did not do so.

I don't know why Bill has omitted the three above invoices from his acquittal. It may be that they were not passed on to Bill or some other reason.

Can you please review your records to see if you did in fact forward the invoices to Bill for approval.

If you did, you will need to "reply all" to Bill's email, attach the invoices and copy/paste my comments in the numbered paragraphs. Also, the problem is that if he forgot those invoices, what other invoices has he forgotten? Has he done a proper, thorough job of the acquittal process?

If you didn't, you will need to "reply all" to Bill's email, attach the invoices and acknowledge that you forgot to pass them on but they need to be part of the acquittal process.

Can you please forward your email to me once sent.

s11C
Associate

Phone s11C
s11C [@wilsonlawyers.net.au](mailto:s11C@wilsonlawyers.net.au)

<image001.png>

Ground Floor, 32 Logan Road, Woolloongabba Qld 4102
PO Box 1757, Coorparoo BC Qld 4151

www.wilsonlawyers.net.au

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From: s11C [redacted] <[redacted]@wwnac.org.au>
Sent: Wednesday, May 15, 2024 7:42 PM
To: s11C [redacted] <[redacted]@wilsonlawyers.net.au>
Subject: FW: NIAA account reconciliation 1 July 2023 to date
Importance: High

Afternoon s11C [redacted]

Received from Bill tonight.
Some oversights from myself paying invoices involved.
You will probably work it out, i did.

Kind Regards

s11C [redacted]

From: William s47F [redacted] <[redacted]@himalayaconsulting.biz>
Sent: Wednesday, May 15, 2024 6:47 PM
To: s22 [redacted] <[redacted]@official.niaa.gov.au>;
s22 [redacted] <[redacted]@official.niaa.gov.au>; Elliot Anderson s11C [redacted] <[redacted]@wwnac.org.au>;
Elizabeth Blucher s11C [redacted] <[redacted]@wwnac.org.au>; Lesley Johnston
s11C [redacted] <[redacted]@bigpond.com>
Subject: NIAA account reconciliation 1 July 2023 to date
Importance: High

Dear All,

Please find herewith the completed reconciliation of payments through the NIAA account from 1 July 2023. This is contained in the attached spreadsheet. Also attached are the bank statements.

The spreadsheet contains three sheets: a list of authorised invoices, a summary of all payments out of the account, and a list of three unidentified payments out.

Although there are three unidentified transactions where payments have come out of the NIAA account, I can state that these seem to be simple accounting errors. One of the unidentified payments seems to be an invoice from Venturer Technology which was not forwarded to me, but sent directly to WWNAC and paid from the NIAA account. The amount is small and this seems an oversight. The other two payments seem to be payments which were erroneously made from the NIAA account, but

which should have been paid out of WWNAC's general account.

I also not there was one payment **into the NIAA account** in the amount of \$4,166.65 which should have been paid to the WWNAC general account.

There are also five invoices, each in the amount of \$833.33 and payable to Venturer Technology which were paid twice - on the 20th September 2023 and on the 3rd October 2023. These payments were clearly in error, and as a result, Venturer has been overpaid \$4,166.65.

Finally, there were two invoices from Bunygah Pty Ltd which were authorised but not paid for some reason. These were in the amounts of \$500.00 and \$15,000.00. These were submitted and authorised well before the end of December 2023.

Similarly, there is also an invoice from Cleary Hoare in the amount of \$24,750.00 which relates to work done before the end of December, but for which I was chasing them for a conforming invoice for months, and it was not received until February this year.

Other than that, there are no discrepancies on this account, and the three errors are within the normal range of what one would expect when a company is operating three or four different bank accounts.

Many thanks for your patience,

William O'Chee

劉威廉

Partner

Himalaya Consulting

Mob: s47F

<Tax Invoice 24.11.2023 Bill number BI0002367.pdf><Tax Invoice 18.12.2023 (1) Bill number BI0002476.pdf><Tax Invoice 2 01.11.2023 Bill number BI0002298.pdf><Bill number BI0002017-F98957.pdf>

s22

From: s22 @official.niaa.gov.au>
Sent: Monday, 29 January 2024 4:54 PM
To: Secretary; s11C @wwnac.org.au
Cc: s22 ; william
Subject: RE: OVERDUE - IAS Performance report for Activity ID: 4-E9ZUEFC, Activity Title: Wulli Wulli Capacity Building Project [SEC=OFFICIAL]

OFFICIAL

Good afternoon, Elizabeth, and Elliott.

Thank you for your email this morning Elizabeth, sorry I was unable to respond due to travelling.

The performance and acquittal reports were being completed by Bill. I encourage you to contact Bill to get an update on the progress of the reports.

Let me know if you need any further information.

Regards

s22

From: Secretary <secretary@wwnac.org.au>
Sent: Monday, January 29, 2024 3:31 PM
To: william s47F @himalayaconsulting.biz>; s22 @official.niaa.gov.au>
Cc: s22 @official.niaa.gov.au>
Subject: Re: OVERDUE - IAS Performance report for Activity ID: 4-E9ZUEFC, Activity Title: Wulli Wulli Capacity Building Project

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From: Secretary <secretary@wwnac.org.au>
Sent: Monday, January 29, 2024 9:07:07 AM
To: william s47F @himalayaconsulting.biz>; s22 @official.niaa.gov.au>
Subject: Fwd: OVERDUE - IAS Performance report for Activity ID: 4-E9ZUEFC, Activity Title: Wulli Wulli Capacity Building Project

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From: noreply.gps@dss.fms.gov.au <noreply.gps@dss.fms.gov.au>
Sent: Monday, January 29, 2024 9:01:44 AM
To: Secretary <secretary@wwnac.org.au>
Cc: s22 @official.niaa.gov.au s22 @official.niaa.gov.au>
Subject: OVERDUE - IAS Performance report for Activity ID: 4-E9ZUEFC, Activity Title: Wulli Wulli Capacity Building Project

Dear Grantee

Released by the National Indigenous Australians Agency under FOI

Our records indicate that we have not received a completed Performance Report from your organisation for the following grant:

Activity ID: 4-E9ZUEFC

Activity Title: Wulli Wulli Capacity Building Project.

Completing the Report is a requirement as specified in the Project Schedule of your Head Agreement.

If you have recently submitted your completed Report to the Agency, or require more time to provide it, please contact your NIAA Agreement Manager to clarify the situation.

A failure to complete this Report may lead to delays in the release of future grant payments to your organisation.

Please do not reply to this email as it has been automatically generated.

Kind regards

NIAA IAS Performance Reports

Email: IASPerformanceReports@niaa.gov.au

Web: <https://www.niaa.gov.au>

s22

From: William s47F @himalayaconsulting.biz>
Sent: Wednesday, 11 January 2023 3:51 PM
To: s22
Cc: s11C ; Secretary
Subject: Request for variation for expenses incurred for AGM
Attachments: Invoice INV-2035.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Dear s22

Over the end of last year, WWNAC did a lot of work with their lawyers to improve governance of the Corporation. This included the review of the Corporation's rules, which was part of the Capacity Building Grant. This resulted in a number of proposed changes to the Rule Book which have been included in the AGM this month. In turn, this involved extensive costs in providing members with information on the changes.

Our IT provider was kind enough to attend to this without charge other than for the outlays, which as you will see from the attached invoice are reasonably substantial.

Given this is to give effect to the objectives of the Capacity Building Grant, would you please be so kind as to approve these outlays as an expense under the grant budget? We have more than enough to cover the cost in unallocated funds.

By the way, in another advance for capacity within the Corporation, this year Elliot is going to chair the meeting, and there is not going to be an external chair!

Many thanks,

Bill

Released by the National Indigenous Australians Agency under FOI



TAX INVOICE

Wulli Wulli Nation Aboriginal Corporation

Invoice Date
11 Jan 2023

Invoice Number
INV-2035

Reference
AGM notice mailing

ABN
64 627 324 814

Venturer Technology Pty
Ltd
PO Box 33
Chermide South 4032
AUSTRALIA

Description	Quantity	Unit Price	GST	Amount AUD
Printing black & white @ 15c per page: Appointment of Proxy forms - single sided 1 sheet	350.00	0.17	10%	57.75
Printing - Colour @ 20c per page: AGM notice forms including appendices double sided 32 pages (16 sheets per document), includes staple left corner	350.00	7.04	10%	2,464.00
envelopes & labels A4 for mailing	350.00	0.28	10%	96.25
preparation of mailing labels - mail merge 350 addresses as per 2 x Members lists provided, printing labels, stuffing envelopes, delivery to post office	1.00	1,369.50	10%	1,369.50
Postage of documents via Australia Post	350.00	4.32	10%	1,511.90
INCLUDES GST 10%				499.95
TOTAL AUD				5,499.40

Due Date: 18 Jan 2023

Banking Details

s11C

[View and pay online now](#)

Released by the National Indigenous Australians Agency under FOI



PAYMENT ADVICE

To: Venturer Technology Pty Ltd
 PO Box 33
 Chermside South 4032
 AUSTRALIA

Customer	Wulli Wulli Nation Aboriginal Corporation
Invoice Number	INV-2035
Amount Due	5,499.40
Due Date	18 Jan 2023
Amount Enclosed	<div>Enter the amount you are paying above</div>

Released by the National Indigenous Australians Agency under FOI

From: s22
To: William
Cc: s11C@wwnac.org.au; s11C s22
Subject: RE: Request for variation WWNAC grant - re contract reviews [SEC=OFFICIAL]
Date: Wednesday, 27 September 2023 1:02:00 PM

OFFICIAL

Good afternoon, Bill.

Firstly, thank you for the email below and the discussion yesterday afternoon.

A variation to the budget as requested below is approved.

Regards

s22

From: William s47F @himalayaconsulting.biz>
Sent: Tuesday, 26 September 2023 4:09 PM
To: s22 @official.niaa.gov.au>
Cc: s11C @wwnac.org.au>; s11C @wwnac.org.au>
Subject: Request for variation WWNAC grant - re contract reviews

Dear Cathy,

I refer to my telephone discussion with you today, and confirm that the Chairman and Secretary wish to have the corporation's solicitor undertake a review of all of the contracts currently on foot between WWNAC and its various contractors. These are principally those delivering services under the NIAA grant, and also the "service provider" Cultural Pathways.

This course of action was recommended by the solicitor and I fully endorse it. It will add to the governance of the corporation, and reduce its risk profile.

Can you please approve a variation from the budget to cover this work? I do not have quote on this, as it will be subject to ordinary time cost charges, but I expect it should cost less than \$5,000.

Yours,

William O'Chee

劉威廉

Partner

Himalaya Consulting

Mob: s47F

From: s22
To: Secretary
Cc: william: s11C
Subject: RE: Request for Extension [SEC=OFFICIAL]
Date: Tuesday, 20 June 2023 12:35:56 PM

OFFICIAL

Thanks Brian.

From: Secretary <secretary@wwnac.org.au>
Sent: Tuesday, 20 June 2023 12:19 PM
To: s22 @official.niaa.gov.au>
Cc: william s47F @himalayaconsulting.biz>; Elliot Anderson s11C @wwnac.org.au>; christineroyan s11C @bigpond.com>
Subject: Request for Extension

Hi s22

As per our discussion from todays meeting the Directors of WWNAC would like to apply for an extension to current NIAA grant to 31 December 2023 due to competing demands of both the Board of Directors and NIAA commitment to the VOICE and the project Manager Bill O'Chee being overseas.

This has been endorsed by the BOD and Elders present at todays meeting of the 20 June 2023.

Regards

Brian Clancy
Secretary
WWNAC

From: William
To: s22
Subject: Re: Request to approve funding for meeting [SEC=OFFICIAL]
Date: Monday, 14 August 2023 3:43:20 PM

That has now been done and sent to you.

On 14 Aug 2023, at 2:43 pm, s22
s22 @official.niaa.gov.au> wrote:

OFFICIAL

Hi Bill

I am currently waiting on the Deed of variation to be signed by the board, they happened to sign the cover letter not the variation.

Until this is signed, I am hesitant to send this request for approval.

Regards

s22

From: William s47F @himalayaconsulting.biz>
Sent: Monday, 14 August 2023 2:34 PM
To: s22 @official.niaa.gov.au>
Cc: Elliot Anderson <Elliot@wnnac.org.au>; Elizabeth Blucher
<elizabeth@wnnac.org.au>
Subject: Request to approve funding for meeting

Dear s22

I have been asked by the WWNAC directors to seek approval from NIAA to use Capacity Building grant funding to cover the costs of a Board of Directors meeting (with Elder observers) to consider the Annual Review of the Strategic Plan, to be held in Brisbane next week. This is an important governance meeting.

The meeting will also allows the Board to consider a number of draft policies relating to employment, HR, and financial integrity.

If NIAA is willing to approve the use of the funds for this meeting, could you please provide particulars of the costs which are acceptable?

Should you have any queries, please do not hesitate to give me a telephone call.

Many thanks,

William O'Chee

劉威廉

Partner

Himalaya Consulting

Mob: **S47F**

—

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—

From: William
To: s22
Subject: Re: Working with Vulnerable People and WHS [SEC=OFFICIAL]
Date: Thursday, 23 February 2023 3:53:37 PM

Dear s22

This return has been prepared and is off with Brian and Elliot for consideration. I shall try to get it to you as soon as possible.

Many thanks,

Bill

On 16 Feb 2023, at 12:43 pm, s22
s22 @official.niaa.gov.au> wrote:

OFFICIAL

Good afternoon, Bill

The performance report has been sent to your email address from Community Hubs, please check your junk mail as it has a habit to go directly to this folder.

Attached to this email is the annual WWVP and WHS for WWNAC, please complete and forward back to me.

Regards
s22

s22

Central Queensland & Wide Bay Area | South Queensland Region | Eastern Group

National Indigenous Australians Agency

p. s22 m. s22

Level 1/36 East Street, ROCKHAMPTON QLD 4700 | PO Box 550 ROCKHAMPTON QLD 4700

w. niaa.gov.au w. indigenous.gov.au

<image001.jpg>

<image002.png> The National Indigenous Australians Agency acknowledges the traditional owners and custodians of country throughout Australia and acknowledges their continuing connection to land, waters and community. We pay our respects to the people, the cultures and the elders past, present and emerging.

<image003.png> <image004.png> <image005.png> <image006.png>

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<SoC 2022 Report - Wulli Wulli Nation Aboriginal Corporation
RNTBC - ABN 66144335684.doc>

From: [William](#)
To: [Secretary](#)
Cc: [Elliot Anderson](#); s22 ; s22
Subject: Roles and functions you perform
Date: Tuesday, 4 June 2024 3:16:43 PM
Importance: High

Dear Elizabeth,

In order to be able to specify the terms and conditions of employment of the employment contract. I am using standard awards set out by the Commonwealth Fair Work Commission.

To ensure the maximum fairness to you, I think it would be best if you could kindly set out *in detail* the roles and functions you perform, and for which you are seeking to be remunerated. I have set out some examples below which might help you, and you might say that one or other of them best describes what you do, or you might set out other roles and functions that you think are more accurate.

Example 1

1. undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
2. achieve outcomes which are clearly defined; respond to enquiries;
3. assist senior employees with special projects;
4. prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
5. perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
6. provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
7. perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
8. assist in calculating and maintaining wage and salary records

Example 2

- undertake responsibility for various activities in a specialised area; exercise responsibility for a function within the organisation;
- allow the scope for exercising initiative in the application of established work procedures;
- assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;

- apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- supervise a limited number of lower classified employees or volunteers;
- allow the scope for exercising initiative in the application of established work procedures;
- deliver single stream training programs; co-ordinate elementary service programs;
- provide assistance to senior employees;
- where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) undertake some minor phase of a broad or more complex assignment;
 - (ii) perform duties of a specialised nature;
 - (iii) provide a range of information services;
 - (iv) plan and co-ordinate elementary community-based projects or programs; perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

Example 3

- preparing cash payment summaries, banking reports and bank statements; calculating and maintaining wage and salary records; following credit referral procedures; applying purchasing and inventory control requirements; and posting journals to ledger;
- providing specialised advice and information on the organisation's products and services;
- responding to clients, the public or suppliers' problems within own functional area utilising a high degree of interpersonal skills;
- arranging travel bookings and itineraries, making appointments, screening telephone calls, responding to invitations, organising internal meetings, establishing and maintaining reference lists or personal contact systems;
- applying computer software in order to:
 - (i) create new files and records;
 - (ii) maintain computer based records management systems;
 - identify and extract information from internal and external sources; or
 - (iv) use advanced word processing or keyboard functions;

Example 4

- responding to enquiries, as appropriate, consistent with their knowledge of the organisation's operations and services or where presentation, or the use of interpersonal skills, is a key aspect of the position;
- operation of business equipment including computerised radio or telephone equipment, computers, printing devices, dictaphone equipment and typewriters;
- word processing, such as the use of a word processing software package to create, format, edit, correct, print and save text documents such as standard correspondence and business documents;
- stenographer or person employed to take shorthand and to transcribe by means of appropriate keyboard equipment;
- copy typing and audio typing;
- maintenance of records or journals (or both) including initial processing and recording relating to the following:

- (i) reconciliation of accounts to balance; and
 - (ii) incoming or outgoing cheques; and
 - (iii) invoices; and
 - (iv) debit or credit items; and
 - (v) payroll data; and
 - (vi) petty cash imprest system; and
 - (vii) letters;
- computer applications, including using a software package which may include one or more of the following functions:
 - (i) create new files and records;
 - (ii) spreadsheet or worksheet;
 - (iii) graphics;
 - (iv) accounting or payroll file;
 - (v) following standard procedures and using existing models or fields of information;
 - arrange routine travel bookings and itineraries or make appointments;
 - provide general advice and information on the organisation's products and services such as at the front counter or by telephone.

The sooner you can give me these advices the sooner I can complete the memor regarding your appointment.

Many thanks,

Bill

From: s22
To: s22 (Unclassified); s22 (Unclassified)
Cc: s22 (Unclassified)
Subject: RE: Examination of Wullli Wullli Nation Aboriginal Corporation RNTBC [SEC=OFFICIAL]
Date: Friday, 19 January 2024 10:45:26 AM
Attachments: [image004.png](#)
[170000309 NIAA.pdf](#)
[Outstanding Invoice SECOFFICIAL \(337 KB\).msg](#)

OFFICIAL

Hi s22

The debt is for \$844,492 including GST, invoice attached and is still outstanding. Attached is also the email I sent on the 2/1/24 following up payment and have had no response.

I don't seem to have a copy of the original letter that would have been sent with the debt notice, I assume it's a breach notice not an acquittal letter, but happy to see if I can find anything.

In relation to question 3, have those acquittals been done ? is there any further concerns with the funding for those 2 years not being used or held in their own bank account? I assume the answer to 3 could be potentially further debts could be raised once the acquittals have been completed.

Do we know why ORIC have appointed an examiner? If that from our concerns?
Feel free to give me a call if you want to chat through anything.

Regards

s22

From: s22 @official.niaa.gov.au>
Sent: Friday, 19 January 2024 8:51 AM
To: s22 @niaa.gov.au>; s22
s22 @official.niaa.gov.au>
Cc: s22 @official.niaa.gov.au>
Subject: FW: Examination of Wullli Wullli Nation Aboriginal Corporation RNTBC

Hi s22

Seeking advice on appropriate response to the below from BDO on the Wullli Wullli debt.

Happy to discuss further if required.

s22

Mbarbaram

Senior Officer

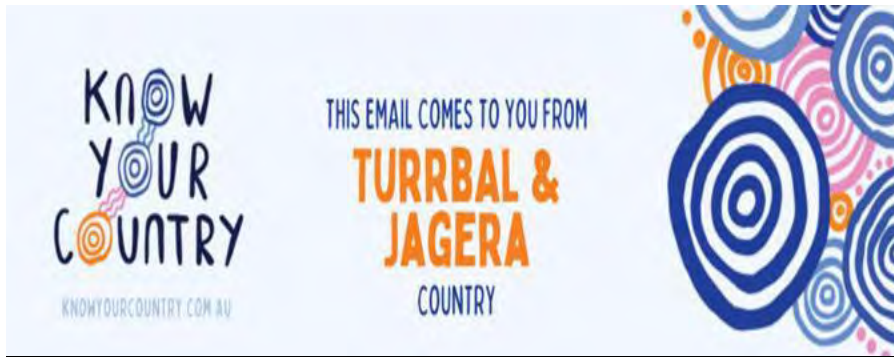
Brisbane Team | Grants Management Unit | Operations and Delivery Portfolio

National Indigenous Australians Agency

p. s22

Level 19 215 Adelaide St Brisbane QLD 4001 | GPO Box 9932 BRISBANE QLD 4000

w. niaa.gov.au w. indigenous.gov.au



The National Indigenous Australians Agency acknowledges the traditional owners and custodians of country throughout Australia and acknowledges their continuing connection to land, waters and community. We pay our respects to the people, the cultures and the elders past, present and emerging.

From: Todd Kelly <Todd.Kelly@bdo.com.au>

Sent: Tuesday, 16 January 2024 2:08 PM

To: s22 <[REDACTED]> @official.niaa.gov.au>

Cc: s47F <[REDACTED]> @bdo.com.au>; s22 <[REDACTED]>

s22 <[REDACTED]> @official.niaa.gov.au>; s22 <[REDACTED]>

s22 <[REDACTED]> @official.niaa.gov.au>; s22 <[REDACTED]>

s22 <[REDACTED]> @niaa.gov.au>; s22 <[REDACTED]> @official.niaa.gov.au>; s22 <[REDACTED]>

s22 <[REDACTED]> @official.niaa.gov.au>

Subject: Re: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC

Hi s22

Your email refers to \$767,720 in FY21 as being unapproved expenditure and that that amount is to be recovered by NIAA from the Corporation by debt invoice. The email says that the acquittal outcome letter is attached but I couldn't identify which document that is.

1. Could you please resend the debt invoice and acquittal outcome letter to me relating to FY21.
2. Is that debt of \$767,720 still owing to NIAA?
3. Could the debt to be repaid back to NIAA by the Corporation be greater if the FY22 and FY23 acquittals are submitted by the Corporation and NIAA identifies further unapproved expenditure in those financial years?

Is it possible to get a response to the above by this Thursday?

Regards

TODD KELLY

Partner
Advisory
Direct: s47F
Todd.Kelly@bdo.com.au

BDO
Level 1 15 Lake Street
Cairns QLD 4870
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From: s22 @official.niaa.gov.au>
Sent: Friday, December 22, 2023 10:20:53 AM
To: Todd Kelly <Todd.Kelly@bdo.com.au>; s22 @official.niaa.gov.au>
Cc: s47F @bdo.com.au>; s22
s22 official.niaa.gov.au>; s22
s22 @official.niaa.gov.au>; s22
s22 @niaa.gov.au>; s22 @official.niaa.gov.au>
Subject: RE: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC

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Good morning Todd,

Please see combined commentary as requested for Wulli Wulli Nation Aboriginal Corporation RNTBC.

Attached to this email, you will find: Due to email size restrictions an additional email will be sent with attachments highlighted yellow

- MOU between Wulli Wulli and Indigenous Work Stars (part of the [John Pearson Consulting Group](#))
 - Himalayan Consulting Report
 - WWNAC Risk Management & Performance Action Plan
 - Signed executed NIAA Schedule
 - Executed Head Agreement
 - Sth Qld RM approval to extend project end date to 31/12/2023
1. A summary of any funding provided by the Department to the Corporation from 1 July 2020 to present;
 - Received \$1,174,800.00 NIAA funding to deliver Wulli Wulli Capacity Building Project – start date 12/06/2020 / end date 31/12/2023.
 2. A summary of future funding currently anticipated to be provided to the Corporation;
 - To note - NIAA Program Compliance and Fraud Branch currently has concerns about Wulli Wulli Nation Aboriginal Corporation RNTBC. The PCF Branch request they be contacted if there are any discussions relating to allocating new funding to this Provider.
 - **No future funding is planned for the Corporation and no discussion are currently being undertaken by the CQ Regional Office.**
 3. Copies of the funding agreements relevant to point 1 and 2 above;
 - Attached
 4. The purpose of the funding;
 - The project is to develop and strengthen capability and capacity of Corporation to enable the governance, operations, skills and resources of the organisation to meet a growth in demand. Increase capacity building with the engagement of ILUA Economic Development Project Officer, Financial Operations Manager and Land and Culture Manager (role to include coordination of cultural heritage works and establishment of range of programs).
 5. Funding agreement term/s;
 - As outlined in the attached Schedule and Head Agreement
 6. Whether the Corporation has been compliant with the funding terms and conditions (e.g. any financial and performance reports not submitted on time, concerns around Acquittals);

Grants Management Unit:

Outstanding Milestones not received as at 22 December 2023:

- Audited Expenditure Report covering the period [01 July 2021 to 30 June 2022] due 30/09/2022

- Performance Report covering the period [01 January 2023 to 30 June 2023] – due 15/07/2023
- Audited Expenditure Report covering the period [01 July 2022 to 30 June 2023] – due 30/09/2023
- WWVP and WHS Statement of Compliance – due 30/10/2023

Acquittals

NIAA staff have provided advice, support and resources to assist Provider with submission of the above Milestone reports.

- Non-audited Expenditure Report covering the period [01 July 2020 to 30 June 2021] resulted in Debt invoice issued awaiting repayment/settlement.

Findings of this acquittal were - Of total 2020-21 funds of \$904,996.00:

- \$767,720 acquitted as unapproved expenditure, to be recovered via debt invoice (issued with acquittal outcome letter - attached)
- \$137,267 for admin costs acquitted as approved expenditure.

No other acquittal documentation has been submitted from Provider for 2021/22 & 2022/23 FY's.

Performance Reports

Provider is required to submit 6 monthly PR. As at 07/12/2023, no formal PR documentation (reporting period Jan-June 2023) has been received by NIAA.

CQ Regional Office, SQR:

- **In April 2021, Mr Brian Clancy (Secretary), WWNAC contacted NIAA regarding the Wulli Wulli Capacity Building Project wanting to hand back the funds due to several issues with an agreement between the Corporation and Indigenous Workstars.**
- **As per the next dot point, the Corporation engaged Himalaya Consulting to undertake an Independent Audit in relation to the issues.**
- **NIAA, the Corporation and Himalaya Consulting met over several months negotiated a Risk Management Performance Action Plan.**
- **The Corporation agreed to the terms and conditions of a Risk Management Performance Action Plan (RMPAP) between the Corporation and NIAA. A copy of Risk Management Performance Action Plan is attached.**
- **There are some concerns with late reporting by the Corporation in relation to both financial and performance reports. They currently have several reports outstanding, as per the GMU response above.**

7. The background to the appointment of Himalaya Consulting (e.g. Bill O'Chee), copies of any agreements with the Corporation relating to the appointment of Himalaya Consulting, and if any improvements in governance and financial management have been reported; and

CQ Regional Office, SQR

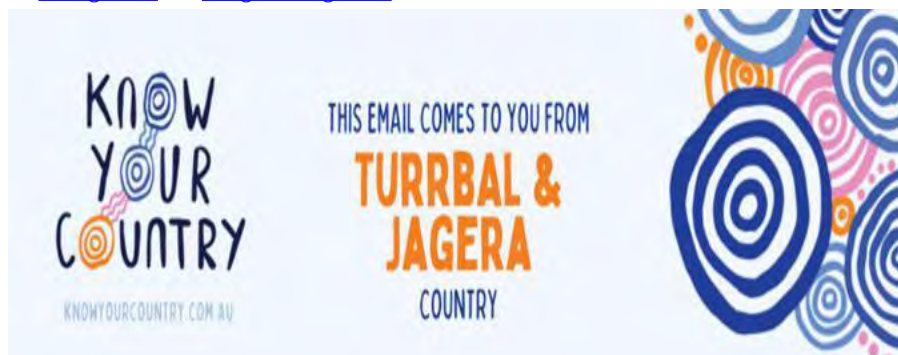
- On Friday, 11 June 2021 through the Corporation's secretary Mr Brian Clancy informed NIAA that the WWNAC Board recently engaged Himalaya Consulting to conduct an Independent audit in regard to Compliance and Review of the Commonwealth Capacity Building Grant through NIAA.
 - A copy of the Himalaya Consulting Report is attached for reference.
 - A copy of a Memorandum of Understanding between WWNAC and Indigenous Workstars is referenced as part of the report from Himalaya Consulting.
 - Improvements in governance and financial management improved through the RMPAP.
 - Over the past six months, with changes to the Board - engagement with the Corporation has been limited.
8. Any concerns or other comments that you wish to advise us of in your dealings with the Corporation (e.g. how NIAA grant funds may have been applied, concerns around governance and financial management generally).
- Concerns regarding the MoU between the Corporation and IWS regarding the payment of funds for delivery of services from the NIAA grant funds.
 - The Corporation is undertaking a review of all payments made to various sub-contractors in relation to services rendered through their Lawyers/Solicitors, including IWS.

Please do not hesitate to contact Cathy Irwin or me if additional information or clarification required.

Regards,

s22 | Senior Agreement Manager
Brisbane Team | Grants Management Unit | Operations and Delivery Portfolio
National Indigenous Australians Agency

p. s22
Level 19 215 Adelaide St Brisbane QLD 4001 | GPO Box 9932 BRISBANE QLD 4000
w. niaa.gov.au w. indigenous.gov.au



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From: Todd Kelly <Todd.Kelly@bdo.com.au>
Sent: Tuesday, 19 December 2023 10:03 AM
To: s22 [REDACTED] <[\[REDACTED\]@official.niaa.gov.au](mailto:[REDACTED]@official.niaa.gov.au)>
Cc: s22 [REDACTED] <[\[REDACTED\]@official.niaa.gov.au](mailto:[REDACTED]@official.niaa.gov.au)>; s47F [REDACTED] <[\[REDACTED\]@bdo.com.au](mailto:[REDACTED]@bdo.com.au)>
Subject: Re: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC

Hi s22 [REDACTED]

Your extension request to this Friday will be fine.

Regards

TODD KELLY

Partner
Advisory
Direct: s47F [REDACTED]
Todd.Kelly@bdo.com.au

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Level 1 15 Lake Street
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From: s22 [redacted] <s22@official.niaa.gov.au>
Sent: Tuesday, December 19, 2023 9:16 am
To: Todd Kelly <Todd.Kelly@bdo.com.au>
Cc: s22 [redacted] <s22@official.niaa.gov.au>
Subject: FW: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC

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Good morning, Todd.

I am currently working in the Toowoomba Office as the A/Engagement Director, due to the current workload I have been unable to retrieve all the requested documentation listed within the attached document.

Could I please request an extension until Friday of this week, as I am travelling to Bundaberg this afternoon for the next two days.

I do apologise for the delay.

I look forward to your response.

Regards

s22 [redacted]

From: s22 [redacted] <s22@official.niaa.gov.au>
Sent: Tuesday, 19 December 2023 9:01 AM
To: s22 [redacted] <s22@official.niaa.gov.au>
Subject: FW: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC

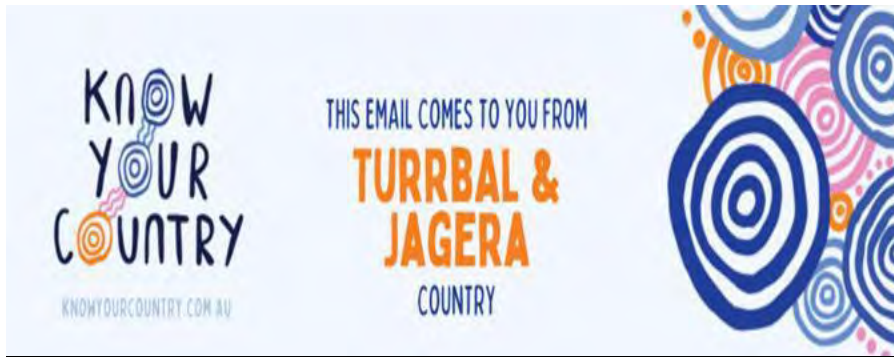
Hi s22 [redacted]

As the below email outlines, Todd Kelly from BDO is seeking an update for submitting the Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC.

Can you let me know how you're travelling with input.

Regards,

s22 [redacted] | Senior Agreement Manager
Brisbane Team | Grants Management Unit | Operations and Delivery Portfolio
National Indigenous Australians Agency
p. s22 [redacted]
Level 19 215 Adelaide St Brisbane QLD 4001 | GPO Box 9932 BRISBANE QLD 4000
w. niaa.gov.au w. indigenous.gov.au



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From: Todd Kelly <Todd.Kelly@bdo.com.au>
Sent: Monday, 18 December 2023 3:58 PM
To: s22 <[REDACTED]> <[\[REDACTED\]@official.niaa.gov.au](mailto:[REDACTED]@official.niaa.gov.au)>
Cc: s47F <[REDACTED]> <[\[REDACTED\]@oric.gov.au](mailto:[REDACTED]@oric.gov.au)>; s47F <[REDACTED]> <[\[REDACTED\]@oric.gov.au](mailto:[REDACTED]@oric.gov.au)>; s47Fj <[REDACTED]> <[\[REDACTED\]@bdo.com.au](mailto:[REDACTED]@bdo.com.au)>
Subject: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC

Hi s22,

Further to our telephone conversation on 27 November 2023 (following my earlier email that day), I was wondering how you were going gathering the requested information for the Examination?

Regards

TODD KELLY

Partner
 Advisory
 Direct: s47F <[REDACTED]>
Todd.Kelly@bdo.com.au

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 AUSTRALIA
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 Fax: +61 7 4051 3484

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From: Todd Kelly <Todd.Kelly@bdo.com.au>

Sent: Monday, November 27, 2023 10:11 am

To: s22 @official.niaa.gov.au s22 @official.niaa.gov.au>

Cc: s47F @oric.gov.au>; Campbell, Scott s22 @oric.gov.au>; s47F s47F @bdo.com.au>

Subject: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC

Dear s22

ORIC have appointed us (refer *attached*) as Examiners of Wulli Wulli Nation Aboriginal Corporation RNTBC ("the Corporation").

ORIC have provided your name as the contact persons for various different funding arrangements between NIAA and the Corporation.

We have to report to the ORIC on this file within short time frames. Accordingly, it would be appreciated if you could please provide to us by close of business on Monday, 18 December 2023 the following to assist us in completing our work as Examiners:

1. A summary of any funding provided by the Department to the Corporation from 1 July 2020 to present;
2. A summary of future funding currently anticipated to be provided to the Corporation;
3. Copies of the funding agreements relevant to point 1 and 2 above;
4. The purpose of the funding;
5. Funding agreement term/s;
6. Whether the Corporation has been compliant with the funding terms and conditions (e.g. any financial and performance reports not submitted on time, concerns around Acquittals);
7. The background to the appointment of Himalaya Consulting (e.g. Bill O'Chee), copies of any agreements with the Corporation relating to the appointment of Himalaya Consulting, and if any improvements in governance and financial management have been reported; and
8. Any concerns or other comments that you wish to advise us of in your dealings with the Corporation (e.g. how NIAA grant funds may have been applied, concerns around governance and financial management generally).

ORIC require your responses to the above to be in writing for its records, particularly around any concerns or other comments that you may have.

Please contact me if you have any queries regarding the above.

Regards

TODD KELLY

Partner

Advisory

Direct: s47F

Todd.Kelly@bdo.com.au

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Level 1 15 Lake Street
Cairns QLD 4870
AUSTRALIA
Tel: +61 7 4046 0000
Fax: +61 7 4051 3484

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From: [DebtRecoveryNIAA](#)
To: secretary@wnnac.org.au
Cc: [DebtRecoveryNIAA](#)
Subject: Outstanding Invoice [SEC=OFFICIAL]
Date: Tuesday, 2 January 2024 11:40:02 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[170000309 NIAA.pdf](#)

OFFICIAL

Good Morning
I am following up on the attached outstanding invoice.
Your prompt payment would be greatly appreciated.
Regards

s22

s22

Director, Financial Statements and Special Accounts
Finance Branch | Grants and Finance Group
National Indigenous Australians Agency
p s22 | m. s22
Charles Perkins House, 16 Bowes Place Phillip ACT 2606 | PO Box 2191 CANBERRA ACT 2600



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From: William
To: s22 : s22
Subject: Some good news for a change - we are making progress!
Date: Wednesday, 8 March 2023 2:34:40 PM

Dear s22 & s22 ,

Amidst the turmoil some people want to create, I can report some good news from this week.

I was contacted by, and have met, a Wulli Wulli man who is interested in going onto the board of the investment company. He is double tertiary qualified, has worked with a major not-for-profit, and is the indigenous engagement manager for a national property development company. He was encouraged by one of the elders to come forward to contribute his time and energy to what we are doing.

I was very impressed with him in the hour long meeting we had this morning. He fully understands the endowment fund strategy from his previous work on the NFP.

Obviously, it is up to the elders who is appointed, but the fact he was directed to me suggests they have already discussed the matter, if I know them as I believe I do.

The elders will probably vote on his appointment at the meeting before the AGM, or prior to the first board meeting after.

I shan't reveal his name until things are agreed, but this is a sign of change. Previously, talented people gave WWNAC a wide berth, but now we are encouraging them to become involved, and this is a major achievement in capacity building.

So, if we keep persevering, good things do happen. We just need to keep on keeping on.

More to follow in due course.

Yours,

William O'Chee

劉威廉

Partner

Himalaya Consulting

Mob: s47F

From: s22
To: Secretary
Cc: s11C@wnac.org.au; s11C@bigpond.com; s22; s47F@himalayaconsulting.biz
Subject: TEAMS Meeting [SEC=OFFICIAL]
Date: Tuesday, 11 July 2023 3:20:31 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

OFFICIAL

Good afternoon, All

The reason for my email is to arrange a time to meet this week to discuss the amendments to the Risk Management Performance Action Plan.

Can you please advise what times and days that you may be available to meet?

I look forward to your response.

Regards

s22

s22

Central Queensland & Wide Bay Area | South Queensland Region | Eastern Group

National Indigenous Australians Agency

p. s22 m. s22

Level 1/36 East Street, ROCKHAMPTON QLD 4700 | PO Box 550 ROCKHAMPTON QLD 4700

w. niaa.gov.au w. indigenous.gov.au



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From: s22
To: s47F@himalayaconsulting.biz
Cc: s22; "Elizabeth Blucher": s11C@wwnac.org.au; s22
Subject: Wulli Wulli Native Title Aboriginal Corporation [SEC=OFFICIAL]
Date: Wednesday, 15 May 2024 10:06:41 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

OFFICIAL
OFFICIAL

Good morning, Bill.

As mentioned in my text this morning, I have been given permission to contact you regarding WWNAC's reporting and other issues relating to the NIAA funding.

Could we please arrange a time to meet via TEAMS to discuss this further.

I look forward to your response.

Regards

s22

s22

Central Queensland Engagement | South Queensland Region | Eastern Group
National Indigenous Australians Agency

p. s22 m. s22

Level 1/36 East Street Rockhampton QLD 4700 | PO Box 550 Rockhampton QLD 4700

w. niaa.gov.au w. indigenous.gov.au



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From: [Elliot Anderson](#)
 To: [s22](#) [s22](#) [william](#)
 Subject: WWNAC Update Re: Secretary
 Date: Saturday, 29 June 2024 2:29:33 PM

G'day all, as you are all aware now from yesterday's contact from me that WWNAC's Secretary has resigned. Business must go on and more-so at this critical time of the ORIC Compliance expectation, the NIAA Grant & the internal structure for WWNAC, it's processes & governance.

Bill it was requested to get you back for the purpose's of the financial policy as well as to best move forward with WWNAC's structure.

This isn't a decision of me an tve Chair but need's to be a decision from the Board as a whole because I am the only remaining executor. at present? However I would be requesting that once the outstanding NIAA request's for signing off on that NIAA requested documents would be kind enough to approve a further extension to as 1) pay your invoice to get the WWNAC on track in the interim?

2)fund this next important special BoD's meeting for this Board to make vital and important decisions to getting things right and back on track regarding WWNAC's financial policies and internal financial bearers.

3)There is this underlying issue that is part of the reasoning of our Secretary's resignation and that is the remuneration of the WWNAC Director's and what need's to be clearly articulated is if both Robyn & Travern accept role's as an interim to get us to the AGM with how they'll be remunerated to including the Board?

WWNAC needs a clear direction as to what Bill's role will be here as one would think it will be a short role but important enough to get thing's moving quite rapidly? We're at a loss at the moment as we need minute's & resolution/s to bring on other's within the signatories role and responsibilities to then go to the Bank to go through the Bank's processing? This will then allow WWNAC to then function in accordance to It's governance and financial obligations into paying invoice's.

At this present time meeting to be sent to the WWNAC BoD's is to include the;
 BoD's in person,

Minute Taker,

Corporate Lawyer - Daniel Paratore,

William O'Chee - Consultant. Both via Team's which Cultural Pathways is our Sevice Provided to handle the logistics regarding this urgent matter.

In closing something we spoke about yesterday [s22](#) with the administration support as I haven't seen it as of yet and have tried to find it to no avail. Could you please send me the name and link please asap?

Kind regards....Elliot Anderson

WWNAC Chairperson

0408884902

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From: [GMU Brisbane](#)
To: secretary@wnac.org.au
Cc: s22
Subject: 2020-21 NIAA IAS acquittal outcome letter 4-E9ZUEFC
Date: Tuesday, 13 September 2022 12:20:53 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[20-21 Grant Acquittal Outcome Letter - Wullu Wullu Nation Aboriginal Corporation RNTBC.pdf](#)
[170000309 NIAA tax invoice.pdf](#)

Good afternoon Brian,

Please find attached the NIAA IAS 2020-21 acquittal outcome letter for activity 4-E9ZUEFC - Wullu Wullu Capacity Building Project. Also attached is the NIAA tax invoice for \$767,720.00 (GST excl).

Please feel free to contact me if you have any queries.

Regards,

s22 | Senior Agreement Manager
Brisbane Team | Grants Management Unit
National Indigenous Australians Agency

p. s22

*** Please note I work part-time and am off every 2nd Thursday**



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Brian Clancy
Secretary
Wulli Wulli Nation Aboriginal Corporation RNTBC
secretary@wwnac.org.au

Dear Mr Clancy

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-E9ZUEFC
Project Title	Wulli Wulli Capacity Building Project
Programme	1.1 - Jobs, Land and the Economy – Capacity Building
Acquittal Period	1/07/2020 to 30/06/2021

Financial Acquittal Details	Amount
Funding released for year	\$406,600.00
SACS Supplementation released for year	\$0.00
Prior year funds carried over	\$496,600.00
Prior year funds with offset carried over	\$0.00
Prior year overspend carried over	\$0.00
Activity generated income - interest	\$1,796.00
Activity generated income - other than interest	\$0.00
Total Value of Funds Acquitted for period ending 30/06/2021	\$904,996.00
Actual Approved Expenditure	\$137,276.00
Acquittal Balance (Positive Value if Underspend, Negative Value if Overspend)	\$767,720.00

Outcome	Comments (if applicable)	Approved Amount (ex GST)
Underspend - to be recovered by Debt invoice	Debt Invoice Number: 170000309	\$767,720.00

In addition to the amount shown above you will need to repay the GST component. Therefore the full amount of the unexpended funds for this Activity ID to be repaid is \$844,492.00 as per the attached tax invoice.

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 s22 on 07 3837 3466 or GMUBrisbane@official.niaa.gov.au

Yours sincerely

s22

s22, Director
Grants Management Unit Queensland | Program Performance Delivery
National Indigenous Australians Agency

29/08/2022

OFFICIAL



Australian Government

National Indigenous Australians Agency

ABN: 30429895164

OFFICIAL

PO Box 2191
Canberra ACT 2600
Phone: 02 6271 6000

Document 33B

TAX INVOICE

Vendor Wulli Wulli Nation Aboriginal Corporation RNTBC Attn: Brian Clancy PO Box 120 RED HILL QLD 4059	ABN: 66144335684	Document Date 29.08.2022 Document No 170000309 Vendor No F001096791 Due Date 28.09.2022
---	------------------	--

DESCRIPTION	AMOUNT	GST	TOTAL
Activity 4-E9ZUEFC 2020-21 Recovery	767,720.00	76,772.00	844,492.00
Total Amount Payable			\$844,492.00

Please make payment by EFT to:
NIAA Official Administered Payments Account
Reserve Bank of Australia
BSB: 092-009 Account No: 147359
Please include the invoice number 170000309 as payment reference.
Remittance to: accounts@pmc.gov.au

Released by the National Indigenous Australians Agency under FOI

From: s22
To: Secretary
Cc: Lynette Dippel: s11C @bigpond.com; s22
Subject: RE: NIAA Grant Expenses [SEC=OFFICIAL]
Date: Tuesday, 6 August 2024 9:45:22 AM
Attachments: image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.png
image009.png

OFFICIAL

Good morning, Lynette.

I acknowledge the communication regarding the charges to Wulli Wulli Nation Aboriginal Corporation Board of Directors. All communications regarding WWNAC will be directed to the secretary@wnnac.org.au.

Can I please request all future correspondence to the Agency includes our Engagement Director, s22 and I have cc her into this email.

The current activity end date was the 31 December 2023, no extension has been granted on the NIAA funding due to outstanding performance and financial reporting milestones.

Please let me know if you need any further information and only to happy to have a conversation.

Regards

s22

s22

Central Queensland Engagement | South Queensland Region | Eastern Group
National Indigenous Australians Agency
p. s22 m. s22
Level 1/36 East Street Rockhampton QLD 4700 | PO Box 550 Rockhampton QLD 4700
w. niaa.gov.au w. indigenous.gov.au



The National Indigenous Australians Agency acknowledges the traditional owners and custodians of country throughout Australia and acknowledges their continuing connection to land, waters and community. We pay our respects to the people, the cultures and the elders past, present and emerging.



From: Secretary <secretary@wnnac.org.au>
Sent: Monday, August 5, 2024 4:50 PM
To: s22 win@official.niaa.gov.au>
Cc: Lynette Dippel <Lynette@wnnac.org.au>; lesleybfbc@bigpond.com
Subject: NIAA Grant Expenses

Afternoon s22

Just an update Elizabeth Blucher and David Blucher have resigned.

Current Directors

Elliot Anderson (Chairman)
Desmond Dodd
Lynette Dippel (Contact Person)
Erica Landers
Sharon McQueen

All Wulli Wulli Nation Aboriginal Corporations correspondence is to go to the secretary@wnnac.org.au

Can you please clarify if WWNAC has an extension on NIAA funding.

Kind Regards



WWNAC Directors
Wulli Wulli Nation Aboriginal Corporation RNTBC

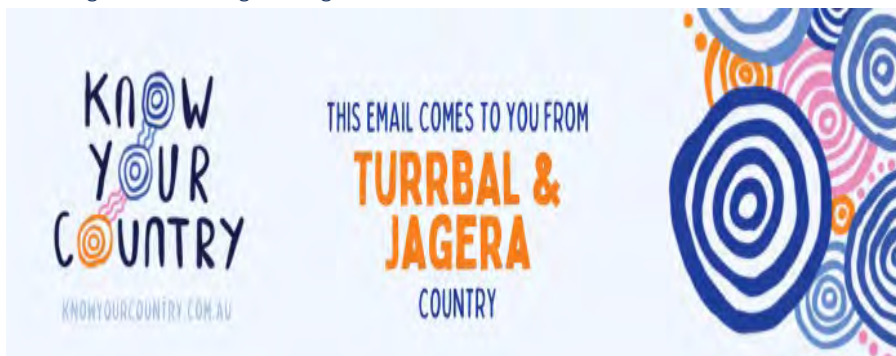
PO Box 13
MOURA, QLD, 4718

 secretary@wnac.org.au
 s11C

From: s22
To: Todd Kelly: s22
Cc: s47F s22
Subject: Additional attachments. RE: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC
Date: Friday, 22 December 2023 11:22:59 AM
Attachments: [image001.png](#)
[image002.png](#)
[Himalaya Consulting Report for WWNAC.pdf](#)
[Risk Management and Performance Action Plan_WWNAC.pdf](#)

Additional attachments.

s22 | Senior Agreement Manager
 Brisbane Team | Grants Management Unit | Operations and Delivery Portfolio
 National Indigenous Australians Agency
 p. s22
 Level 19 215 Adelaide St Brisbane QLD 4001 | GPO Box 9932 BRISBANE QLD 4000
 w. niaa.gov.au w. indigenous.gov.au



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From: s22
Sent: Friday, 22 December 2023 10:21 AM
To: 'Todd Kelly' <Todd.Kelly@bdo.com.au>; s22
Cc: s47F @bdo.com.au; s22
 s22 s22
 s22 @official.niaa.gov.au; s22 @niaa.gov.au;
 s22 @official.niaa.gov.au
Subject: RE: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC

Good morning Todd,

Please see combined commentary as requested for Wulli Wulli Nation Aboriginal Corporation RNTBC.

Attached to this email, you will find: Due to email size restrictions an additional email will be sent with attachments highlighted yellow

- MOU between Wulli Wulli and Indigenous Work Stars (part of the [John Pearson Consulting Group](#))
 - Himalayan Consulting Report
 - WWNAC Risk Management & Performance Action Plan
 - Signed executed NIAA Schedule
 - Executed Head Agreement
 - Sth Qld RM approval to extend project end date to 31/12/2023
1. A summary of any funding provided by the Department to the Corporation from 1 July 2020 to present;
 - Received \$1,174,800.00 NIAA funding to deliver Wulli Wulli Capacity Building Project – start date 12/06/2020 / end date 31/12/2023.
 2. A summary of future funding currently anticipated to be provided to the Corporation;
 - To note - NIAA Program Compliance and Fraud Branch currently has concerns about Wulli Wulli Nation Aboriginal Corporation RNTBC. The PCF Branch request they be contacted if there are any discussions relating to allocating new funding to this Provider.
 - **No future funding is planned for the Corporation and no discussion are currently being undertaken by the CQ Regional Office.**
 3. Copies of the funding agreements relevant to point 1 and 2 above;
 - Attached
 4. The purpose of the funding;
 - The project is to develop and strengthen capability and capacity of Corporation to enable the governance, operations, skills and resources of the organisation to meet a growth in demand. Increase capacity building with the engagement of ILUA Economic Development Project Officer, Financial Operations Manager and Land and Culture Manager (role to include coordination of cultural heritage works and establishment of range of programs.
 5. Funding agreement term/s;

As outlined in the attached Schedule and Head Agreement
 6. Whether the Corporation has been compliant with the funding terms and conditions (e.g. any financial and performance reports not submitted on time, concerns around Acquittals);

Grants Management Unit:

Outstanding Milestones not received as at 22 December 2023:

- Audited Expenditure Report covering the period [01 July 2021 to 30 June 2022] due 30/09/2022
- Performance Report covering the period [01 January 2023 to 30 June 2023] – due 15/07/2023
- Audited Expenditure Report covering the period [01 July 2022 to 30 June 2023] – due 30/09/2023
- WWVP and WHS Statement of Compliance – due 30/10/2023

Acquittals

NIAA staff have provided advice, support and resources to assist Provider with submission of the above Milestone reports.

- Non-audited Expenditure Report covering the period [01 July 2020 to 30 June 2021] resulted in Debt invoice issued awaiting repayment/settlement.

Findings of this acquittal were - Of total 2020-21 funds of \$904,996.00:

- \$767, 720 acquitted as unapproved expenditure, to be recovered via debt invoice (issued with acquittal outcome letter - attached)
- \$137,267 for admin costs acquitted as approved expenditure.

No other acquittal documentation has been submitted from Provider for 2021/22 & 2022/23 FY's.

Performance Reports

Provider is required to submit 6 monthly PR. As at 07/12/2023, no formal PR documentation (reporting period Jan-June 2023) has been received by NIAA.

CQ Regional Office, SQR:

- In April 2021, Mr Brian Clancy (Secretary), WWNAC contacted NIAA regarding the Wulli Wulli Capacity Building Project wanting to hand back the funds due to several issues with an agreement between the Corporation and Indigenous Workstars.
- As per the next dot point, the Corporation engaged Himalaya Consulting to undertake an Independent Audit in relation to the issues.
- NIAA, the Corporation and Himalaya Consulting met over several months negotiated a Risk Management Performance Action Plan.
- The Corporation agreed to the terms and conditions of a Risk Management Performance Action Plan (RMPAP) between the Corporation and NIAA. A copy of Risk Management Performance Action Plan is attached.
- There are some concerns with late reporting by the Corporation in relation to both financial and performance reports. They currently have several reports outstanding, as per the GMU response above.

7. The background to the appointment of Himalaya Consulting (e.g. Bill O'Chee), copies of any agreements with the Corporation relating to the appointment of Himalaya Consulting, and if any improvements in governance and financial management have been reported; and

CQ Regional Office, SQR

- On Friday, 11 June 2021 through the Corporation's secretary Mr Brian Clancy informed NIAA that the WWNAC Board recently engaged Himalaya Consulting to conduct an Independent audit in regard to Compliance and Review of the Commonwealth Capacity Building Grant through NIAA.
- A copy of the Himalaya Consulting Report is attached for reference.
- A copy of a Memorandum of Understanding between WWNAC and Indigenous Workstars is referenced as part of the report from Himalaya Consulting.
- Improvements in governance and financial management improved through the RMPAP.
- Over the past six months, with changes to the Board - engagement with the Corporation has been limited.

8. Any concerns or other comments that you wish to advise us of in your dealings with the Corporation (e.g. how NIAA grant funds may have been applied, concerns around governance and financial management generally).

- Concerns regarding the MoU between the Corporation and IWS regarding the payment

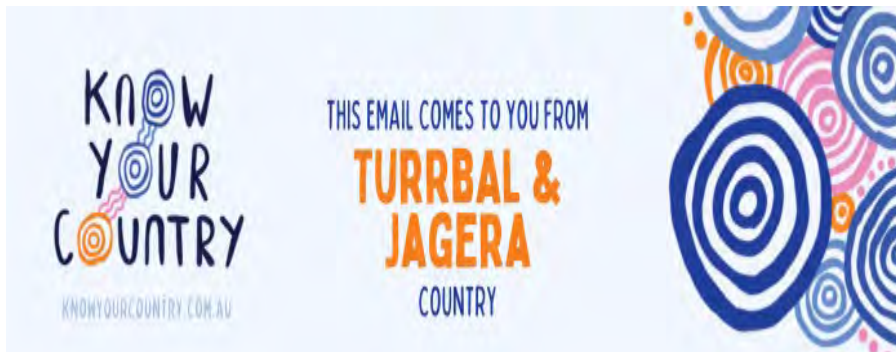
of funds for delivery of services from the NIAA grant funds.

- **The Corporation is undertaking a review of all payments made to various sub-contractors in relation to services rendered through their Lawyers/Solicitors, including IWS.**

Please do not hesitate to contact s22 or me if additional information or clarification required.

Regards,

s22 | Senior Agreement Manager
Brisbane Team | Grants Management Unit | Operations and Delivery Portfolio
National Indigenous Australians Agency
p. s22
Level 19 215 Adelaide St Brisbane QLD 4001 | GPO Box 9932 BRISBANE QLD 4000
w. niaa.gov.au w. indigenous.gov.au



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From: Todd Kelly <Todd.Kelly@bdo.com.au>
Sent: Tuesday, 19 December 2023 10:03 AM
To: s22 @official.niaa.gov.au>
Cc: s22 @official.niaa.gov.au>; s47F
s47F @bdo.com.au>
Subject: Re: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC

Hi s22

Your extension request to this Friday will be fine.

Regards

TODD KELLY

Partner

Advisory

Direct: +s47F

Todd.Kelly@bdo.com.au

BDO
Level 1 15 Lake Street
Cairns QLD 4870
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Tel: +61 7 4046 0000
Fax: +61 7 4051 3484

BDO
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From: s22 [@official.niaa.gov.au](mailto:s22@official.niaa.gov.au)

Sent: Tuesday, December 19, 2023 9:16 am

To: Todd Kelly <Todd.Kelly@bdo.com.au>

Cc: s22 [@official.niaa.gov.au](mailto:s22@official.niaa.gov.au)

Subject: FW: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC

CAUTION: This email originated from outside of BDO in Australia. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Good morning, Todd.

I am currently working in the Toowoomba Office as the A/Engagement Director, due to the current workload I have been unable to retrieve all the requested documentation listed within the attached document.

Could I please request an extension until Friday of this week, as I am travelling to Bundaberg this afternoon for the next two days.

I do apologise for the delay.

I look forward to your response.

Regards

s22

From: s22 <[REDACTED]@official.niaa.gov.au>
Sent: Tuesday, 19 December 2023 9:01 AM
To: s22 <[REDACTED]@official.niaa.gov.au>
Subject: FW: Examination of Wullli Wullli Nation Aboriginal Corporation RNTBC

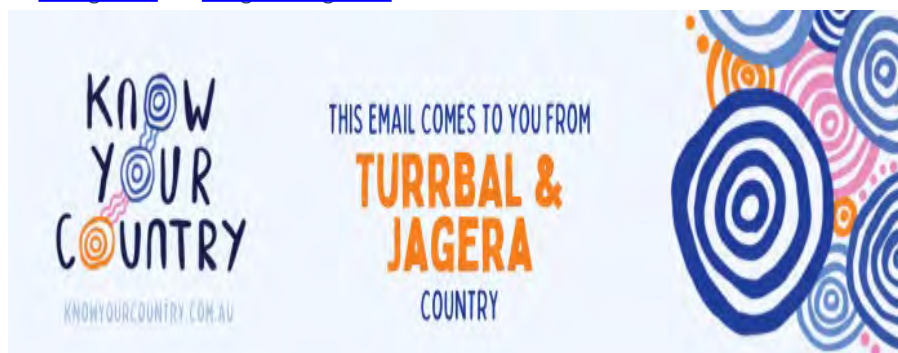
Hi s22

As the below email outlines, Todd Kelly from BDO is seeking an update for submitting the Examination of Wullli Wullli Nation Aboriginal Corporation RNTBC.

Can you let me know how you're travelling with input.

Regards,

s22 | Senior Agreement Manager
Brisbane Team | Grants Management Unit | Operations and Delivery Portfolio
National Indigenous Australians Agency
p. s22
Level 19 215 Adelaide St Brisbane QLD 4001 | GPO Box 9932 BRISBANE QLD 4000
w. niaa.gov.au w. indigenous.gov.au



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From: Todd Kelly <Todd.Kelly@bdo.com.au>
Sent: Monday, 18 December 2023 3:58 PM
To: s22 <[REDACTED]@official.niaa.gov.au>
Cc: s47F <[REDACTED]@oric.gov.au>; s47F <[REDACTED]@oric.gov.au>; s47F <[REDACTED]@bdo.com.au>
Subject: Examination of Wullli Wullli Nation Aboriginal Corporation RNTBC

Hi s22

Further to our telephone conversation on 27 November 2023 (following my earlier email that day), I was wondering how you were going gathering the requested information for the Examination?

Regards

TODD KELLY

Partner

Advisory

Direct: s47F

Todd.Kelly@bdo.com.au

BDO
Level 1 15 Lake Street
Cairns QLD 4870
AUSTRALIA
Tel: +61 7 4046 0000
Fax: +61 7 4051 3484

BDO
Level 1 51 Sturt Street
Townsville QLD 4810
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From: Todd Kelly <Todd.Kelly@bdo.com.au>

Sent: Monday, November 27, 2023 10:11 am

To: s22 @official.niaa.gov.au s22 @official.niaa.gov.au>

Cc: s47F @oric.gov.au>; s47F @oric.gov.au>; s22, s47F s47F @bdo.com.au>

Subject: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC

Dear s22

ORIC have appointed us (refer *attached*) as Examiners of Wulli Wulli Nation Aboriginal Corporation RNTBC ("the Corporation").

ORIC have provided your name as the contact persons for various different funding arrangements between NIAA and the Corporation.

We have to report to the ORIC on this file within short time frames. Accordingly, it would be

appreciated if you could please provide to us by close of business on Monday, 18 December 2023 the following to assist us in completing our work as Examiners:

1. A summary of any funding provided by the Department to the Corporation from 1 July 2020 to present;
2. A summary of future funding currently anticipated to be provided to the Corporation;
3. Copies of the funding agreements relevant to point 1 and 2 above;
4. The purpose of the funding;
5. Funding agreement term/s;
6. Whether the Corporation has been compliant with the funding terms and conditions (e.g. any financial and performance reports not submitted on time, concerns around Acquittals);
7. The background to the appointment of Himalaya Consulting (e.g. Bill O'Chee), copies of any agreements with the Corporation relating to the appointment of Himalaya Consulting, and if any improvements in governance and financial management have been reported; and
8. Any concerns or other comments that you wish to advise us of in your dealings with the Corporation (e.g. how NIAA grant funds may have been applied, concerns around governance and financial management generally).

ORIC require your responses to the above to be in writing for its records, particularly around any concerns or other comments that you may have.

Please contact me if you have any queries regarding the above.

Regards
TODD KELLY
Partner
Advisory
Direct: s47F
Todd.Kelly@bdo.com.au

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Level 1 15 Lake Street
Cairns QLD 4870
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Tel: +61 7 4046 0000
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Townsville QLD 4810
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Tel: +61 7 4729 8600
Fax: +61 7 4051 3484

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WULLI WULLI NATION ABORIGINAL CORPORATION
Risk Management and Performance Action Plan (the Plan)

No.	Risk	Treatment/ Mitigation	Required Action from NIAA Review	WWNAC Actions			WWNAC Advice on Progress	Who WWNAC to nominate responsible officers	Record of Action Date and Time: Participants: Details of conversation/action/event: Issues, action items and timeframes: Next steps and escalation (if required) including evidence of action
				Not Complete	Complete	Evidence of action provided			
	GOVERNANCE								
1	Risk: WWNAC is unable to properly deliver NIAA funded Projects because of its governance and organisational management.	Strengthen the governance and management of WWNAC	<p>a) It is the obligation of all directors WWNAC to undertake an approved training course or professional qualification to be a director WWNAC. This applies to all current directors, appointed or elected to the board during the terms of RMPAP.</p> <p>b) Immediately after the next AGM, and thereafter at any time when a director is appointed or elected to the board, it shall be a condition of their engagement letter as a director that, if they have not already undertaken an approved training course, or professional qualification:</p> <p>1) They undertake an approved training course within six months of the date of their appointment or election; and,</p> <p>2) If they fail to do so, they shall cease to be a director at that date, unless prior approval has been obtained from NIAA to extend the time period in question, or this requirement has been waived.</p> <p>c) An approved training course or professional qualification shall be any course of study approved by NIAA for the purposes of the grant.</p> <p>d) Engage a qualified Consultant approved by NIAA to:</p> <p>1) Review PBC compliance; associated governance processes; AGM's; Board Transition; update Constitution/Rule Book and associated procedures; development of Board Training Plan.</p> <p>2) Review policies and procedures of WWNAC (including risk management, HR, WHS, Code of Conduct, Recruitment, Confidentiality, Asset Management, Financial Delegations, Conflict of Interest etc).</p> <p>e) Provide training on Internal Policies and Procedures to all new employees as part of the induction processes.</p> <p>f) Develop a conflict of interest policy and maintain a conflict of interest register.</p> <p>g) Undertake regular risk assessments of the organisation.</p> <p>h) Undertake criminal history checks for new and existing Directors in order to be satisfied of a Director's suitability for the role and any other checks required to meet requirements of WWNAC's Constitution.</p> <p>i) Immediately cease the sub-contracting arrangement with Indigenous Workstars Pty Ltd (IWS) including personnel.</p> <p>j) Develop and strengthen the capability of the Board of Directors to enable the organisation's participation in, and activation of, further economic development opportunities.</p> <p>k) Develop and maintain an asset register.</p>						
2	FINANCIAL MANAGEMENT								
	Risk: WWNAC is unable to properly manage NIAA grant funding or there are any other financial risks relevant to any Project or Project Agreement.	Strengthen WWNAC financial management in order to improve financial transparency and accountability of NIAA funds.	<p>a) Establish financial delegations that demonstrate a separation of duty and authority for approving, processing and paying accounts (i.e. payroll and entitlements). This is to include additional signatories for bank accounts and nominating a second party to be able to access WWNAC's financial records. In addition, WWNAC should consider the viability of outsourcing payroll functions as a mechanism for improving financial transparency and accountability.</p> <p>b) Develop a budget for NIAA grant funds and submit monthly expenditure reports. The nominated NIAA bank account must be used exclusively for receipting and expending NIAA grant funds and detail payments in accordance with the agreed budget</p>						

WULLI WULLI NATION ABORIGINAL CORPORATION
Risk Management and Performance Action Plan (the Plan)

No.	Risk	Treatment/ Mitigation	Required Action from NIAA Review	WWNAC Actions			WWNAC Advice on Progress	Who WWNAC to nominate responsible officers	Record of Action Date and Time: Participants: Details of conversation/action/event: Issues, action items and timeframes: Next steps and escalation (if required) including evidence of action
				Not Complete	Complete	Evidence of action provided			
			c) Take reasonable action to address concerns relating to the financial transactions paid to IWS.						
			d) All NIAA grant money is to be held in an account in WWNAC's name and which they control. e) WWNAC's financial records are to be appropriately job codes so that all receipts and expenditure of each grant are clearly identifiable and ascertainable at all times.						
3	SERVICE DELIVERY								
	Risk: WWNAC fails to deliver the purpose of the Project, to develop and strengthen capability and capacity of Wullli Wullli Nation Aboriginal Corporation; enabling the governance, operations, skills and resources of the organisation to meet the demand, and to enable the organisation's participation in, and activation of, further economic development opportunities.	Develop and implement strategies to ensure the terms and conditions of the Project Agreement are achieved.	a) Ensure staff delivering NIAA projects are appropriately qualified and skilled to undertake the activities, and are able to adhere to WWNAC's internal policies and procedures.						
			b) Maintain full and accurate records of service delivery for NIAA projects.						
			c) Recruit and engage the following positions: 1) ILUA Economic Development Project Officer 2) Land and Cultural Manager (role to include coordination of cultural heritage works and establishment of Indigenous Rangers and Feral Animal Controls programs)						
			d) Resolution of breach of clauses 20, 32, 35, 52 and 53 of the Head Agreement in failing to: 1) Deliver the Project in accordance with the Project Agreement; 2) Be responsible for ensuring each Project is conducted in accordance with the relevant Project Agreement, including any tasks undertaken by sub-contractors; 3) Ensure that any sub-contract entered into for the purpose of a Project Agreement is consistent with its obligations and the Commonwealth's rights under the Project Agreement; and 4) Provide the reports set out in the Project Schedule and each report must be provided at the times, and contain the information, set out in the Project Schedule.						
			e) Design and implement approaches to measure the success of the projects.						
			f) Engage a qualified Consultant approved by NIAA to: 1) Review existing or organisational Strategic Plan. 2) Develop Business Plan. 3) Develop Annual Operational Plan. 4) Develop Communications Strategy. 5) Review and develop IT systems and purchase assets						

WULLI WULLI NATION ABORIGINAL CORPORATION
Risk Management and Performance Action Plan (the Plan)

No.	Risk	Treatment/ Mitigation	Required Action from NIAA Review	WWNAC Actions			WWNAC Advice on Progress	Who WWNAC to nominate responsible officers	Record of Action Date and Time: Participants: Details of conversation/action/event: Issues, action items and timeframes: Next steps and escalation (if required) including evidence of action
				Not Complete	Complete	Evidence of action provided			
			g) Work with the NIAA to review the project deliverables, to ensure all activities being delivered under the Project Description and KPI's are met.						
			Ongoing obligations of the WWNAC Board 1. Within three weeks of any change in the membership to the Board of WWNAC, the board shall be required to resolve, by simple majority, to reaffirm its obligations under the RMPAP. 2. In the event the Board fails to do within three weeks of any change of membership, any further funding obligations of NIAA under the RMPAP shall cease at that date.						

Name and signature of
Provider representative:

Date: 14/12/2021

s11C

WWNAC CHAIR

s11C

s22

s22

Regional Manager
South Queensland Region

15/12/2021

s22

s22

Provider Initials:

Commonwealth's Initials:

s22

**Australian Government****Office of the Registrar of Aboriginal
and Torres Strait Islander Corporations****NOTICE UNDER SUBSECTION 439-20(1) OF THE CORPORATIONS
(ABORIGINAL AND TORRES STRAIT ISLANDER) ACT 2006**

The directors
Wulli Wulli Nation Aboriginal Corporation
RNTBC
2/39 Young Street
MOURA QLD 4718

Wulli Wulli Nation Aboriginal Corporation
RNTBC
C/- Ms Lynette Dippel
Contact person
PO Box 13
MOURA QLD 4718

A. About the examination

An examination of the books of the Wulli Wulli Nation Aboriginal Corporation RNTBC (ICN 8263) (**the corporation**) was completed under section 453-1 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (CATSI Act)*, by authorised officers Mr Todd Kelly, Mr Benjamin Schierhuber and Mr Nicolaj Kraemer (**the examiners**) from the Queensland based firm of BDO (QLD) Pty Ltd in January 2024.

B. The show cause notice

After considering the findings of the examination, a delegate of the Registrar of Aboriginal and Torres Strait Islander Corporations (**the Registrar**) issued the corporation a show cause notice (**the notice**) under subsection 487-10(1) of the CATSI Act on 3 May 2024.

The notice invited the corporation to show cause why it should not be placed under special administration. The corporation was provided until 31 May 2024 to respond to the notice.

On 31 May 2024, the corporation provided representations to the notice. On 21 June 2024, the corporation provided further supporting documents to the representations.

Following an assessment of the corporation's representations, a delegate of the Registrar wrote to the corporation on 9 July 2024 advising that a decision had been made not to exercise the power under section 487-1 of the CATSI Act to place the corporation under special administration.

C. Matters and action items

After considering the findings of the examination and the corporation's representations to the notice, I, Kevin Vu, a delegate of the Registrar, suspect on reasonable grounds that there are still some instances of non-compliance with the CATSI Act and the corporation's rule book, and other irregularities in the affairs of the corporation.

Having reviewed the corporation's representations, I acknowledge the corporation has begun to implement measures to rectify a number of the matters raised in the notice.

Under subsection 439-20(1) of the CATSI Act, I require the corporation and the directors of the corporation to take the action below.

C1. Seek independent accounting advice on treatment of potential debt owed to Commonwealth funding agency and financial position

Matter(s)

The corporation was issued a debt notice totalling \$844,492.00 (GST inclusive) on, or about, 28 September 2022 from a Commonwealth funding agency for ineligible expenditure purposes under a Head Agreement entered into on 12 June 2020.

The purpose of the Head Agreement was for the corporation to develop and strengthen the capability and the capacity of the corporation to enable the governance, operations, skills, and resources of the corporation to meet a growth in demand. The corporation received \$1,174,800 in grant funding from the Commonwealth funding agency to deliver a project titled the 'Wulli Wulli Capacity Building Project'.

The examination identified that, the corporation has failed to recognise this claim by the Commonwealth funding agency as a liability on its balance sheet and has not repaid these monies to Commonwealth funding agency.

This has ultimately led to the corporation's audit of its financial statements for the year ended 30 June 2023 resulting in a disclaimer of opinion. The basis for the disclaimer of opinion states:

"...As indicated in Notes 1 and 15 to the financial statements, the Corporation is in dispute with respect to its project obligations the resolution of which could potentially have a significant impact upon the Corporation's financial position and future operations / activities. As such, there is significant uncertainty as to the completeness of the Corporation's liabilities recorded in the financial report and financial position..."

The examination identified that a report was prepared by an independent firm dated 11 June 2021, providing a detailed insight into the history of matters and raises concerns on how funds were spent. It is understood that it was from the concerns raised in this report that the Commonwealth funding agency ultimately concluded that grant funding had been spent by the corporation on ineligible expenditure. As such, the corporation was issued a tax invoice totalling \$844,492.00 (GST inclusive) by the Commonwealth funding agency.

Despite the findings in the independent report, the auditor's disclaimer of opinion on the matter, the corporation receiving a tax invoice totalling \$844,492.00 (GST inclusive) and the examiners findings, the corporation disputes the matter and refers to amount as an 'alleged debt' in response to the findings.

The Registrar's delegate finds that even if the corporation disputes the debt, it has never recognised it even as a potential contingent liability. The corporation's response disregards the significant financial impact this may have on the corporation including the possibility of being insolvent.

Action required

Immediate action required: The directors of the corporation must seek independent proper and competent accounting advice from a qualified accountant with respect to the tax invoice issued by the Commonwealth funding agency totalling \$844,492.00 (GST inclusive).

The independent accounting advice must include:

- confirmation whether the corporation must recognise the amount invoiced by the Commonwealth funding agency as a liability, or as a contingent liability
- if the amount is deemed as a liability, advice on the accounting treatment on the balance sheet (current versus non-current liability)
- if the amount is deemed as a contingent liability, advice on the accounting treatment on how this is recognised and whether it must be recorded on the corporation's balance sheet.

If the advice confirms the amount must be recognised as a liability on the corporation's balance sheet, or a contingent liability on the balance sheet, the corporation must also seek independent accounting advice on if, at the time of the advice, this would result in the corporation being insolvent, likely to become insolvent, or is solvent.

If the advice confirms the corporation is insolvent, the advice must also include:

- recommendations on the corporation's available options including small business restructuring, the appointment of a registered liquidator to act as a liquidator, or as a voluntary administrator
- recommendations on the immediate action that must be taken by the directors to ensure the directors do not breach insolvent trading duties under the *Corporations Act 2001* (applicable under the CATSI Act).

If the advice confirms the corporation is likely to become insolvent, the advice must also include:

- recommendations on available options to the corporation including, but not limited to, refinancing, restructuring or changing the corporation's activities, or appointing an external administrator
- recommendations on the immediate action that must be taken by the directors to ensure the directors do not breach insolvent trading duties under the *Corporations Act 2001* (applicable under the CATSI Act).

If the advice confirms the corporation is solvent, the advice must also include:

- recommendations on improvements that can be implemented to strengthen the financial management and financial controls of the corporation providing the directors with greater oversight over the financial position, financial performance and financial affairs of the corporation.

Action required if the advice determines the corporation is insolvent

In the case that the advice determines that the corporation is insolvent, the directors must take the following action immediately:

- pass a resolution in a properly convened directors' meeting confirming that the corporation is insolvent, and to cease trading and take all reasonable steps to prevent the corporation from incurring any further debts
- pass a resolution in a properly convened directors' meeting to implement one of the recommendations including small business restructuring, the appointment of a registered liquidator to act as a liquidator or as a voluntary administrator
- consider and implement any other advice provided.

By the close of business on Friday, 16 August 2024: The directors of the corporation must send to the Registrar's delegate:

- a copy of the independent accounting advice
- a copy of the minutes of the directors' meeting where a resolution was passed to cease trading and take all reasonable steps to prevent the corporation from incurring any further debts
- a copy of the minutes of the directors' meeting where a resolution was passed to implement a recommendation including small business restructuring, the appointment of a registered liquidator to act as a liquidator or as a voluntary administrator.

Action required if the advice determines the corporation is likely to become insolvent

In the case that the advice determines that the corporation is likely to become insolvent, the directors must take the following action immediately:

- pass a resolution in a properly convened directors' meeting confirming that the corporation is likely to become insolvent, and to take all reasonable steps to prevent the corporation from becoming insolvent
- pass a resolution in a properly convened directors' meeting to implement the recommendations including, but not limited to, refinancing, restructuring or changing the corporation's activities, or appointing an external administrator.

By the close of business on Friday, 16 August 2024: The directors of the corporation must send to the Registrar's delegate:

- a copy of the independent accounting advice
- a copy of the minutes of the directors' meeting where a resolution was passed confirming that the corporation is likely to become insolvent, and to take all reasonable steps to prevent the corporation from becoming insolvent
- a copy of the minutes of the directors' meeting where a resolution was passed to implement a recommendation including, but not limited to, refinancing, restructuring or changing the corporation's activities, or appointing an external administrator.

Action required if the advice determines the corporation is solvent

In the case that the advice determines that the corporation is solvent, the directors must take the following action immediately:

- pass a resolution in a properly convened directors' meeting confirming that the corporation is solvent and able to pay its short-term liabilities when they fall due.

By the close of business on Friday, 16 August 2024: The directors of the corporation must send to the Registrar's delegate:

- a copy of the independent accounting advice
- a copy of the minutes of the directors' meeting where a resolution was passed confirming that the corporation is solvent and able to pay its short-term liabilities when they fall due.

C2. Lodgement of the audited financial statements for the year ended 30 June 2024**Matter(s)**

The corporation did not lodge its audited financial statements for the year ended 30 June 2021 with the Registrar, by 31 December 2021. The audited financial statements were lodged on 27 May 2022

The corporation did not lodge its audited financial statements for the year ended 30 June 2022 with the Registrar, by the extension date granted by the Registrar of 31 January 2023. The audited financial statements were lodged on 11 March 2023.

The corporation did not lodge its audited financial statements for the year ended 30 June 2023 with the Registrar, by 31 December 2023. The audited financial statements were lodged on 9 February 2024 however, the audit report had not been signed by the corporation's auditor. The signed copy was lodged on 8 July 2024.

Action required

By Tuesday, 31 December 2024: Lodge a copy of the corporation's audited financial statements for the year ended 30 June 2024 in accordance with the corporation's annual reporting requirements to the Registrar.

C3. Approval of written policies and procedures to guide the corporation's financial management**Matter(s)**

The examination identified that the corporation does not have any written policies and procedures to guide its financial management. A draft financial policies and procedures manual had been drafted but not approved by the directors.

The corporation asserts that it has recently committed to adopting and implementing the policy with the assistance of financial advisers and it is anticipated that at the annual general meeting (AGM) for year ending 30 June 2024 a report as contemplated by the policy can be provided to the members.

Action required

By the close of business on Friday, 13 December 2024: The directors of the corporation must send to the Registrar's delegate:

- a copy of the minutes of the directors' meeting where a resolution was passed by the directors to approve the written policies and procedures to guide its financial management
- a copy of the approved written policies and procedures to guide its financial management
- a copy of the minutes of the AGM for the year ended 30 June 2024 and report provided to the members.

C4. Implement formal financial reporting processes to the directors**Matter(s)**

The examination identified that:

- the directors do not receive regular financial reports to monitor the financial position, financial performance and financial affairs of the corporation
- a number of directors advised the examiners they only receive and consider the financial statements once the end of financial year results have been prepared.

Action required

The directors must complete a review of their current processes for the monitoring of the corporation's financial position, financial performance and financial affairs.

The review must include, but is not limited to, the following:

- identify what formal financial reporting processes are currently in place, if any, for the directors of the corporation. The directors should consider if they receive any form of financial reporting from senior management and/or the corporation's external accountant (if the corporation has one)

- determine what financial reports are required to be tabled at each directors' meeting, including the format and language of any reports from senior management and/or the corporation's external accountant (if the corporation has one). The review must consider whether the directors must receive these financial reports (and other board papers) before each directors' meeting (e.g. a week before each meeting)
- identify who will be responsible for preparing and presenting these reports to the directors
- whether the corporation uses a consistent agenda for each directors' meeting which includes the tabling and presentation of financial reports.

By the close of business on Friday, 16 August 2024: Send a written report with any relevant supporting documents to the Registrar's delegate on the findings of the review and the action taken by the directors to ensure they are meeting their duties and obligations with respect to the monitoring of the corporation's financial position, financial performance and financial affairs.

C5. Register of former members

Matter(s)

The examination identified the corporation does not maintain a register of former members.

The corporation asserts it has begun updating its membership records to include former members and the required information for former members.

Action required

By the close of business on Friday, 16 August 2024: The directors of the corporation must send to the Registrar's delegate a copy of the register of former members.

Dated this 9th day of July 2024



Kevin Vu

Delegate of the Registrar of Aboriginal and
Torres Strait Islander Corporations



Note: The decision to issue this notice is a reviewable decision under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) and you have the right to have the decision reviewed under Part 15-4 of that legislation. Should you wish to avail yourself of that right, you will need to comply with the requirements of section 620-5 of that legislation.

From: s22
To: s22
Subject: Draft Wulli Wulli Nation Aboriginal Corporation RNTBC ORP for consideration
Date: Wednesday, 5 April 2023 9:02:02 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[Wulli Wulli Nation Aboriginal Corporation RNTBC ORP.pdf](#)

Hi s22

Thanks again for your input into the ORP.

I have updated as required and the current rating has dropped from Extreme to Medium.

The reason for this decrease is Compliance Branch input, yours, and sufficient strategies embedded between GMU and REO to support Provider in service delivery, finance management and service delivery.

Happy to discuss further.

Regards,

s22 | Agreement Manager
Brisbane Team | Grants Management Unit | Program Performance Delivery Group
National Indigenous Australians Agency
p. s22
Level 19 215 Adelaide St Brisbane QLD 4001 | GPO Box 9932 BRISBANE QLD 4000
w. niaa.gov.au w. indigenous.gov.au

Following the introduction of the PPDG Front Door in September, queries should be directed to the PPDG Front Door rather than to PPDG group mailboxes or individuals.



The National Indigenous Australians Agency acknowledges the traditional owners and custodians of country throughout Australia and acknowledges their continuing connection to land, waters and community. We pay our respects to the people, the cultures and the elders past, present and emerging.



SUMMARY

GOVERNANCE

Complete: No **Risk Rating:** Low

Risks and Issues:

No Governance risks or issues identified. Compliance Branch had raised concerns about governance and subcontracting arrangements, now resolved.

FINANCIAL MANAGEMENT

Complete: No **Risk Rating:**

Risks and Issues:

Provider has not returned via debt invoice of \$767, 720.00 raised from the 2020/21 FY acquittal outcome.

Compliance Branch has indicated they have concerns with the organisation. Please refer to previous question.

SERVICE DELIVERY

Complete: No **Risk Rating:** Medium

Risks and Issues:

Review of GPS records consecutive PRA ratings of Needs to Improve.

DETAILS

GOVERNANCE

Completed By: **Completed On:** **Governance Risk Rating:** Low

1. Is the organisation a legal entity?

Response

Yes

Evidence Sighted / Comments

Organisation not registered with ASIC. Registered with ORIC (ICN 8263) since July 2015 as a medium organisation. Registered with ACNC since July 2015. ABN Lookup records ABN (66144335684) linked to this organisation as an Other Incorporated Entity, active since August 2015, registered for GST at the same time. No other trading name or entity type recorded or linked to the ABN after standard Google search of publicly available information.

Risk Level

Low

2. Does the organisation have a complex organisational structure?

Response

No

Evidence Sighted / Comments

No other trading name or entity type recorded from a standard Google search.

Risk Level

Low

3. Does the organisation have any known issues with its governance arrangements?

Response

No

Evidence Sighted / Comments

Unclear what governance arrangements in place after reviewing organisations website, no information recorded. ACNC records 7 Directors (Brian Clancy, Desmond Dodd, Elizabeth Blucher, Elliot Anderson, Erica Landers, Sharon McQueen and Wayne Saltner). Unclear from Google search what qualifications and relevant experience Directors possess. No known conflicts of interest identified.

REO confirmed: At the recent AGM all directors except for Desmond Dodd were re-elected and one new director coming on board. All remaining directors have relevant experience and undertaken governance training. All Directors required to have police check when elected, all remaining directors have been completed. All Board Members to undertake risk management and financial governance training over the next couple of months.

Compliance Branch confirms: Concerns regarding governance and subcontracting arrangements which had placed Wulli Wulli in breach of IAS funding agreement, now resolved.

Risk Level

Low

4. Does the organisation have the appropriate internal supports to allow it to function at its most efficient? (eg Financial, HR, Governance, Technical)

Response

Yes

Evidence Sighted / Comments

A standard Google search undertaken by assessor did not identify what internal supports are available to the organisation, allowing for efficient functionality. REO confirms: As part of the RMPAP, a consultant has been engaged to develop the internal supports of HR, Technical, Financial and Governance. These will be completed prior to the 30 June 2023.

Risk Level

Low

RISKS & MITIGATIONS

Risks and Issues:

No Governance risks or issues identified. Compliance Branch had raised concerns about governance and subcontracting arrangements, now resolved.

Recommended Mitigations:

Apply standard controls framework. Seek relevant advice from Compliance Branch if required.

FINANCIAL MANAGEMENT

Completed By: Completed On: Financial Management Risk Rating:

1. Do the organisation's financial statements indicate any significant issues?**Response**

No

Evidence Sighted / Comments

Financial statements (to 30/06/2022) reviewed on ORIC website. Auditors' opinion records no issues, signed off 28/02/2023. REO confirms: Part of the RMPAP was to form an internal Investment Committee with two members elected by the Elders and three members were external of the PBC with qualifications in Accounting, Lawyer and Auditing-these positions have been filled.

Risk Level

Low

2. Is the asset-to-liability ratio below 1.0?**Response**

No

Evidence Sighted / Comments

Financial report (ending June 2022) for organisation was reviewed from ORIC.

Current Assets/Liabilities 2021

Assets \$986,355

Liabilities \$430,303

Ratio 2.29

Current Assets/Liabilities 2022

Assets \$1,374,817

Liabilities \$10,279

Ratio 133.75

Risk Level**3. If the answer to Question 2 is YES, does the organisation receive grant funding of \$500,000 (GST exclusive) or more in a single financial year from funding administered by the NIAA?****Response**

Not Applicable

Evidence Sighted / Comments

N/A

4. Are there any concerns regarding fraud, serious non-compliance, or unpaid Government debts?

Response

No

Evidence Sighted / Comments

Review of GPS records the below for 2020/21 FY acquittal outcome:

Of total 2020-21 funds of \$904,996.00: \$767, 720 acquitted as unapproved expenditure, to be recovered via debt invoice (issued with acquittal outcome letter)

\$137,267 for admin costs acquitted as approved expenditure

Approved by NIAA delegate 23/08/2022

2021/22 FY acquittal documentation has not been submitted by organisation to date (04/05/2023).

REO confirms: Compliance and Fraud Branch are responding to letter from WWNAC's lawyers regarding the debt listed above.

Risk Level

Medium

RISKS & MITIGATIONS

Risks and Issues:

Provider has not returned via debt invoice of \$767, 720.00 raised from the 2020/21 FY acquittal outcome.

Compliance Branch has indicated they have concerns with the organisation. Please refer to previous question.

Recommended Mitigations:

Confirm with NIAA Compliance team, REO and GMU AM if financial issues are completed or in negotiation for completion. Apply standard controls.

SERVICE DELIVERY

Completed By: **Completed On:** **Service Delivery Risk Rating:** Medium

1. Does the organisation have a strong record of delivering services to Aboriginal and Torres Strait Islander people?

Response

Yes

Evidence Sighted /Comments

Organisation website records the Corporation was established (24/07/2015) in response to Native Title determination where traditional owners are required to hold the Native Title in Trust. Same source records organisations core business is to look after the right & interests of all Wullli Wullli people, including to protect, promote, manage Native Title rights and to relieve the disadvantage of the Wullli Wullli people through the advancement of education, health, social welfare and culture. Organisation funded with IAS since June 2020 through a Capacity Building project. REO confirms: Currently a Risk Management Performance Action Plan in place between NIAA and the PBC to ensure the key deliverable of the plan are met. A new RMPAP will be signed off by the new Board at the next monthly meeting.

Risk Level

Low

2. If the organisation has been funded previously, have service delivery requirements been met?

Response

Yes

Evidence Sighted / Comments

Review of GPS identifies:

PRA - 4-E9ZUEFC - 4-H8R2CI1 –(Jan-Jun 2022) Report received as a Pass with a rating of Needs to Improve.

PRA - 4-E9ZUEFC - 4-IC6W1BN – (Jul-Dec 2022) Report submitted rated as a Pass with a rating of Needs to Improve.

REO confirms: Currently a Risk Management Performance Action Plan in place between NIAA and the PBC to ensure the key deliverable of the plan are met. A new RMPAP will be signed off by the new Board at the next monthly meeting.

Risk Level

Medium

3. Can you identify any other service delivery risks associated with this organisation?

Response

No

Evidence Sighted / Comments

REO confirms strategies are in place to support organisation to deliver and record service delivery outcomes for the NIAA funded project.

Risk Level

Medium

RISKS & MITIGATIONS

Risks and Issues:

Review of GPS records consecutive PRA ratings of Needs to Improve.

Recommended Mitigations:

REO & GMU AM to support organisation to ensure satisfactory outcomes are achieved for service delivery as required in the funded IAS project. Currently a Risk Management Performance Action Plan in place between NIAA and the PBC to ensure the key deliverable of the plan are met. A new RMPAP will be signed off by the new Board at the next monthly meeting.

Apply standard controls.

From: s22
To: s22
Cc: s22; s22
Subject: FW: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC [SEC=OFFICIAL]
Date: Friday, 19 January 2024 4:58:42 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[170000309 NIAA.pdf](#)
[2020-21 NIAA IAS acquittal outcome letter 4-E9ZUEFC \(467 KB\).msg](#)

OFFICIAL

s22 a this is the ORIC independent investigation of Wulli Wulli Nation Aboriginal Corporation (WWNAC) I mentioned in my text to you on Wednesday. s22 and I had a conversation with two Board Members from WWNAC late Tuesday afternoon who have concerns about not having access to information and not getting the advice they need from Bill O'Chee, their consultant from Himalaya Consulting.

We suggested that they raise their concerns with the independent investigator and that we would follow up on their request to extend their agreement due to their being unexpended funds outside of the debt mentioned in this email trail. WWNAC's agreement wasn't picked up with D23. Cathy advised that we should await legal advice on how to deal with this. We will be following up to see what support they need with their governance issues.

Regards.

s22

s22

Engagement Director
Central Queensland & Wide Bay Area | South Queensland Region | Eastern Group
National Indigenous Australians Agency
p. s22 m. s22
e. s22 @official.niaa.gov.au
Level 1/36 East Street, ROCKHAMPTON QLD 4700 | PO Box 550 ROCKHAMPTON QLD 4700
w. niaa.gov.au w. indigenous.gov.au



The National Indigenous Australians Agency acknowledges the traditional owners and custodians of country throughout Australia and acknowledges their continuing connection to land, waters and community. We pay our respects to the people, the cultures and the elders past, present and emerging.

From: s22 @official.niaa.gov.au
Sent: Friday, 19 January 2024 1:45 PM
To: Todd Kelly <Todd.Kelly@bdo.com.au>

Cc: s47F [redacted] r@bdo.com.au>; s22 [redacted]
[redacted] @official.niaa.gov.au>; s22 [redacted]
[redacted] @official.niaa.gov.au>; s22 [redacted] @niaa.gov.au>;
s22 [redacted] @official.niaa.gov.au>; s22 [redacted] thy
s22 [redacted] @official.niaa.gov.au>

Subject: RE: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC

Hi Todd,

Please see below responses.

Hoping this answers your questions.

Regards,

s22 [redacted]

Mbarbaram

Senior Officer

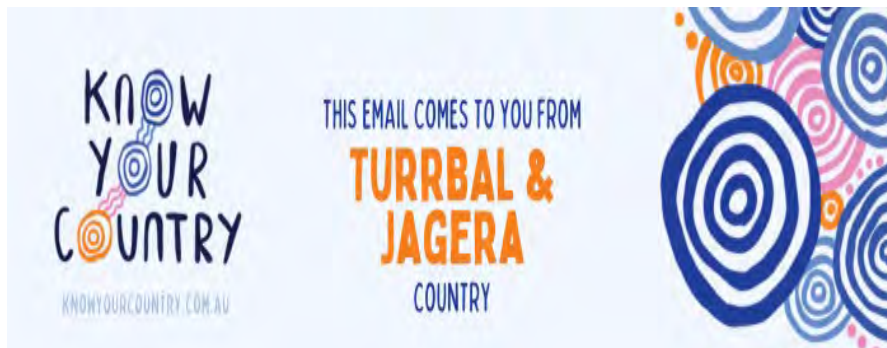
Brisbane Team | Grants Management Unit | Operations and Delivery Portfolio

National Indigenous Australians Agency

p. s22 [redacted]

Level 19 215 Adelaide St Brisbane QLD 4001 | GPO Box 9932 BRISBANE QLD 4000

w. niaa.gov.au w. indigenous.gov.au



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From: Todd Kelly <Todd.Kelly@bdo.com.au>

Sent: Friday, 19 January 2024 8:53 AM

To: s22 [redacted] @official.niaa.gov.au>

Cc: s47F [redacted] @bdo.com.au>; s22 [redacted]

s22 [redacted] @official.niaa.gov.au>; s22 [redacted]

s22 [redacted] @official.niaa.gov.au>; s22 [redacted] @niaa.gov.au>;

s22 [redacted] @official.niaa.gov.au>; s22 [redacted]

s22 [redacted] @official.niaa.gov.au>

Subject: RE: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC

Hi s22 [redacted]

Regards
TODD KELLY
Partner
Advisory
Direct: s47F
Todd.Kelly@bdo.com.au

BDO	BDO
Level 1 15 Lake Street	Level 1 51 Sturt Street
Cairns QLD 4870	Townsville QLD 4810
AUSTRALIA	AUSTRALIA
Tel: +61 7 4046 0000	Tel: +61 7 4729 8600
Fax: +61 7 4051 3484	Fax: +61 7 4051 3484

 Before you print think about the environment

BDO is the brand name for the BDO network and for each of the BDO member firms.

The information in this email and any attachments is confidential. If you are not the named addressee you must not read, print, copy, distribute, or use in any way this transmission or any information it contains. If you have received this message in error, please notify the sender by return email, destroy all copies and delete it from your system. Any views expressed in this message are those of the individual sender and not necessarily endorsed by BDO. You may not rely on this message as advice unless subsequently confirmed by fax or letter signed by a Partner or Director of BDO. It is your responsibility to scan this communication and any files attached for computer viruses and other defects. BDO does not accept liability for any loss or damage however caused which may result from this communication or any files attached. A full version of the BDO disclaimer, and our Privacy Statement, can be found on the BDO website at www.bdo.com.au or by emailing administrator@bdo.com.au.

From: Todd Kelly <Todd.Kelly@bdo.com.au>
Sent: Tuesday, January 16, 2024 2:08 PM
To: s22 <[REDACTED]> <[\[REDACTED\]@official.niaa.gov.au](mailto:[REDACTED]@official.niaa.gov.au)>
Cc: s47F <[REDACTED]> <[\[REDACTED\]@bdo.com.au](mailto:[REDACTED]@bdo.com.au)>; s22 <[REDACTED]>
s22 <[REDACTED]> <[\[REDACTED\]@official.niaa.gov.au](mailto:[REDACTED]@official.niaa.gov.au)>; s22 <[REDACTED]>
s22 <[REDACTED]> <[\[REDACTED\]@official.niaa.gov.au](mailto:[REDACTED]@official.niaa.gov.au)>; s22 <[REDACTED]> <[\[REDACTED\]@niaa.gov.au](mailto:[REDACTED]@niaa.gov.au)>;
s22 <[REDACTED]> <[\[REDACTED\]@official.niaa.gov.au](mailto:[REDACTED]@official.niaa.gov.au)>; s22 <[REDACTED]>
[REDACTED] <[\[REDACTED\]@official.niaa.gov.au](mailto:[REDACTED]@official.niaa.gov.au)>
Subject: Re: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC

Your email refers to \$767,720 in FY21 as being unapproved expenditure and that that amount is to be recovered by NIAA from the Corporation by debt invoice. The email says that the acquittal outcome letter is attached but I couldn't identify which document that is.

- Released by the National Indigenous Australians Agency under FOI

2. Is that debt of \$767,720 still owing to NIAA?

The debt is for \$844,492 including GST, invoice attached and is still outstanding. 2021 FY outcome comms attached.

3. Could the debt to be repaid back to NIAA by the Corporation be greater if the FY22 and FY23 acquittals are submitted by the Corporation and NIAA identifies further unapproved expenditure in those financial years?

Potentially further debts could be raised once the acquittals have been submitted, reviewed and completed, yet to be determined as none submitted.

Is it possible to get a response to the above by this Thursday?

Regards

TODD KELLY

Partner

Advisory

Direct: s47F

Todd.Kelly@bdo.com.au

BDO
Level 1 15 Lake Street
Cairns QLD 4870
AUSTRALIA
Tel: +61 7 4046 0000
Fax: +61 7 4051 3484

BDO
Level 1 51 Sturt Street
Townsville QLD 4810
AUSTRALIA
Tel: +61 7 4729 8600
Fax: +61 7 4051 3484

www.bdo.com.au

 Before you print think about the environment

From: s22 <[REDACTED]@official.niaa.gov.au>

Sent: Friday, December 22, 2023 10:20:53 AM

To: s22 <[REDACTED]@bdo.com.au>; s22 <[REDACTED]@official.niaa.gov.au>

Cc: s47F <[REDACTED]@bdo.com.au>; s22 <[REDACTED]>

s22 <[REDACTED]@official.niaa.gov.au>; s22 <[REDACTED]>

s22 <[REDACTED]@official.niaa.gov.au>; s22 <[REDACTED]@niaa.gov.au>;

s22 <[REDACTED]@official.niaa.gov.au>

Subject: RE: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC

CAUTION: This email originated from outside of BDO in Australia. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Good morning Todd,

Please see combined commentary as requested for Wulli Wulli Nation Aboriginal Corporation RNTBC.

Attached to this email, you will find: Due to email size restrictions an additional email will be sent with attachments highlighted yellow

- MOU between Wulli Wulli and Indigenous Work Stars (part of the [John Pearson Consulting Group](#))
- **Himalayan Consulting Report**
- **WWNAC Risk Management & Performance Action Plan**
- Signed executed NIAA Schedule
- Executed Head Agreement
- Sth Qld RM approval to extend project end date to 31/12/2023

1. A summary of any funding provided by the Department to the Corporation from 1 July 2020 to present;
 - Received \$1,174,800.00 NIAA funding to deliver Wulli Wulli Capacity Building Project – start date 12/06/2020 / end date 31/12/2023.
2. A summary of future funding currently anticipated to be provided to the Corporation;
 - To note - NIAA Program Compliance and Fraud Branch currently has concerns about Wulli Wulli Nation Aboriginal Corporation RNTBC. The PCF Branch request they be contacted if there are any discussions relating to allocating new funding to this Provider.
 - **No future funding is planned for the Corporation and no discussion are currently being undertaken by the CQ Regional Office.**
3. Copies of the funding agreements relevant to point 1 and 2 above;
 - Attached
4. The purpose of the funding;
 - The project is to develop and strengthen capability and capacity of Corporation to enable the governance, operations, skills and resources of the organisation to meet a growth in demand. Increase capacity building with the engagement of ILUA Economic Development Project Officer, Financial Operations Manager and Land and Culture Manager (role to include coordination of cultural heritage works and establishment of range of programs.
5. Funding agreement term/s;
 - As outlined in the attached Schedule and Head Agreement
6. Whether the Corporation has been compliant with the funding terms and conditions (e.g. any financial and performance reports not submitted on time, concerns around Acquittals);

Grants Management Unit:

Outstanding Milestones not received as at 22 December 2023:

- Audited Expenditure Report covering the period [01 July 2021 to 30 June 2022] due 30/09/2022
- Performance Report covering the period [01 January 2023 to 30 June 2023] – due 15/07/2023
- Audited Expenditure Report covering the period [01 July 2022 to 30 June 2023] – due 30/09/2023
- WWVP and WHS Statement of Compliance – due 30/10/2023

Acquittals

NIAA staff have provided advice, support and resources to assist Provider with submission of the above Milestone reports.

- Non-audited Expenditure Report covering the period [01 July 2020 to 30 June 2021] resulted in Debt invoice issued awaiting repayment/settlement.

Findings of this acquittal were - Of total 2020-21 funds of \$904,996.00:

- \$767, 720 acquitted as unapproved expenditure, to be recovered via debt invoice (issued

with acquittal outcome letter - attached)

- \$137,267 for admin costs acquitted as approved expenditure.

No other acquittal documentation has been submitted from Provider for 2021/22 & 2022/23 FY's.

Performance Reports

Provider is required to submit 6 monthly PR. As at 07/12/2023, no formal PR documentation (reporting period Jan-June 2023) has been received by NIAA.

CQ Regional Office, SQR:

- In April 2021, Mr Brian Clancy (Secretary), WWNAC contacted NIAA regarding the Wulli Wulli Capacity Building Project wanting to hand back the funds due to several issues with an agreement between the Corporation and Indigenous Workstars.
- As per the next dot point, the Corporation engaged Himalaya Consulting to undertake an Independent Audit in relation to the issues.
- NIAA, the Corporation and Himalaya Consulting met over several months negotiated a Risk Management Performance Action Plan.
- The Corporation agreed to the terms and conditions of a Risk Management Performance Action Plan (RMPAP) between the Corporation and NIAA. A copy of Risk Management Performance Action Plan is attached.
- There are some concerns with late reporting by the Corporation in relation to both financial and performance reports. They currently have several reports outstanding, as per the GMU response above.

7. The background to the appointment of Himalaya Consulting (e.g. Bill O'Chee), copies of any agreements with the Corporation relating to the appointment of Himalaya Consulting, and if any improvements in governance and financial management have been reported; and

CQ Regional Office, SQR

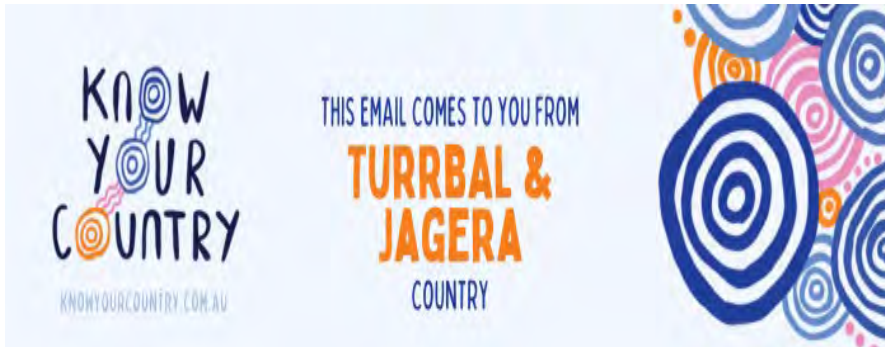
- On Friday, 11 June 2021 through the Corporation's secretary Mr Brian Clancy informed NIAA that the WWNAC Board recently engaged Himalaya Consulting to conduct an Independent audit in regard to Compliance and Review of the Commonwealth Capacity Building Grant through NIAA.
- A copy of the Himalaya Consulting Report is attached for reference.
- A copy of a Memorandum of Understanding between WWNAC and Indigenous Workstars is referenced as part of the report from Himalaya Consulting.
- Improvements in governance and financial management improved through the RMPAP.
- Over the past six months, with changes to the Board - engagement with the Corporation has been limited.

8. Any concerns or other comments that you wish to advise us of in your dealings with the Corporation (e.g. how NIAA grant funds may have been applied, concerns around governance and financial management generally).
 - Concerns regarding the MoU between the Corporation and IWS regarding the payment of funds for delivery of services from the NIAA grant funds.
 - The Corporation is undertaking a review of all payments made to various sub-contractors in relation to services rendered through their Lawyers/Solicitors, including IWS.

Please do not hesitate to contact s22 or me if additional information or clarification required.

Regards,

s22 | Senior Agreement Manager
Brisbane Team | Grants Management Unit | Operations and Delivery Portfolio
National Indigenous Australians Agency
p. s22
Level 19 215 Adelaide St Brisbane QLD 4001 | GPO Box 9932 BRISBANE QLD 4000
w. niaa.gov.au w. indigenous.gov.au



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From: Todd Kelly <Todd.Kelly@bdo.com.au>
Sent: Tuesday, 19 December 2023 10:03 AM
To: s22 <s22@official.niaa.gov.au>
Cc: s22 <s22@official.niaa.gov.au>; s47F <s47F@bdo.com.au>
Subject: Re: Examination of Wulli Wulli Nation Aboriginal Corporation RNTBC

Hi s22

Your extension request to this Friday will be fine.

Regards

TODD KELLY

Partner
Advisory
Direct: s47F
Todd.Kelly@bdo.com.au

BDO
Level 1 15 Lake Street
Cairns QLD 4870

BDO
Level 1 51 Sturt Street
Townsville QLD 4810

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Fax: +61 7 4051 3484

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From: s22 [redacted] <s22@official.niaa.gov.au>
Sent: Tuesday, December 19, 2023 9:16 am
To: Todd Kelly <Todd.Kelly@bdo.com.au>
Cc: s22 [redacted] <s22@official.niaa.gov.au>
Subject: FW: Examination of Wullli Wullli Nation Aboriginal Corporation RNTBC

CAUTION: This email originated from outside of BDO in Australia. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Good morning, Todd.

I am currently working in the Toowoomba Office as the A/Engagement Director, due to the current workload I have been unable to retrieve all the requested documentation listed within the attached document.

Could I please request an extension until Friday of this week, as I am travelling to Bundaberg this afternoon for the next two days.

I do apologise for the delay.

I look forward to your response.

Regards

s22 [redacted]

From: s22 [redacted] <s22@official.niaa.gov.au>
Sent: Tuesday, 19 December 2023 9:01 AM
To: s22 [redacted] <s22@official.niaa.gov.au>
Subject: FW: Examination of Wullli Wullli Nation Aboriginal Corporation RNTBC

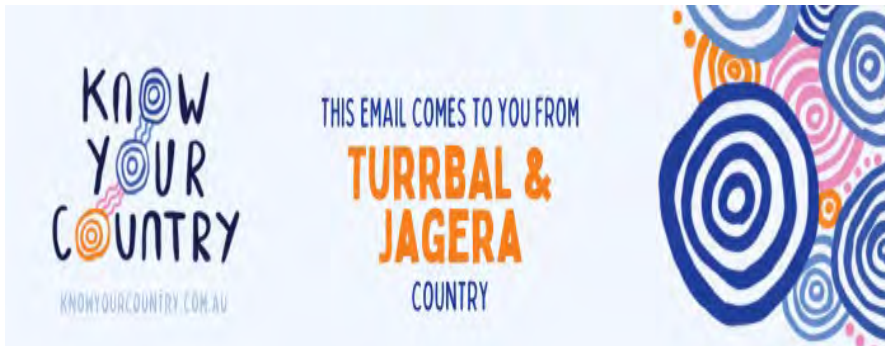
Hi s22

As the below email outlines, Todd Kelly from BDO is seeking an update for submitting the Examination of Wullli Wullli Nation Aboriginal Corporation RNTBC.

Can you let me know how you're travelling with input.

Regards,

s22 | Senior Agreement Manager
Brisbane Team | Grants Management Unit | Operations and Delivery Portfolio
National Indigenous Australians Agency
p. s22
Level 19 215 Adelaide St Brisbane QLD 4001 | GPO Box 9932 BRISBANE QLD 4000
w. niaa.gov.au w. indigenous.gov.au



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From: Todd Kelly <Todd.Kelly@bdo.com.au>
Sent: Monday, 18 December 2023 3:58 PM
To: s22 @official.niaa.gov.au>
Cc: s47F @oric.gov.au>; s47F @oric.gov.au>; s47F @bdo.com.au>
Subject: Examination of Wullli Wullli Nation Aboriginal Corporation RNTBC

Hi s22

Further to our telephone conversation on 27 November 2023 (following my earlier email that day), I was wondering how you were going gathering the requested information for the Examination?

Regards

TODD KELLY

Partner
Advisory

Direct: s47F

Todd.Kelly@bdo.com.au

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Level 1 15 Lake Street
Cairns QLD 4870
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Tel: +61 7 4046 0000
Fax: +61 7 4051 3484

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From: Todd Kelly <Todd.Kelly@bdo.com.au>

Sent: Monday, November 27, 2023 10:11 am

To: s22 <s22@official.niaa.gov.au> s22 <s22@official.niaa.gov.au>

Cc: s47F <s47F@oric.gov.au>; s47F <s47F@oric.gov.au>; s47F <s47F@bdo.com.au>

Subject: Examination of Wullli Wullli Nation Aboriginal Corporation RNTBC

Dear s22 ,

ORIC have appointed us (refer **attached**) as Examiners of Wullli Wullli Nation Aboriginal Corporation RNTBC ("the Corporation").

ORIC have provided your name as the contact persons for various different funding arrangements between NIAA and the Corporation.

We have to report to the ORIC on this file within short time frames. Accordingly, it would be appreciated if you could please provide to us by close of business on Monday, 18 December 2023 the following to assist us in completing our work as Examiners:

1. A summary of any funding provided by the Department to the Corporation from 1 July 2020 to present;
2. A summary of future funding currently anticipated to be provided to the Corporation;

3. Copies of the funding agreements relevant to point 1 and 2 above;
4. The purpose of the funding;
5. Funding agreement term/s;
6. Whether the Corporation has been compliant with the funding terms and conditions (e.g. any financial and performance reports not submitted on time, concerns around Acquittals);
7. The background to the appointment of Himalaya Consulting (e.g. Bill O'Chee), copies of any agreements with the Corporation relating to the appointment of Himalaya Consulting, and if any improvements in governance and financial management have been reported; and
8. Any concerns or other comments that you wish to advise us of in your dealings with the Corporation (e.g. how NIAA grant funds may have been applied, concerns around governance and financial management generally).

ORIC require your responses to the above to be in writing for its records, particularly around any concerns or other comments that you may have.

Please contact me if you have any queries regarding the above.

Regards

TODD KELLY

Partner

Advisory

Direct: s47F

Todd.Kelly@bdo.com.au

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From: [GMU Brisbane](#)
To: secretary@wnnac.org.au
Cc: s22 s22 ; [William](#)
Subject: 2020-21 NIAA IAS acquittal outcome letter 4-E9ZUEFC
Date: Tuesday, 13 September 2022 12:20:53 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[20-21 Grant Acquittal Outcome Letter - Wullli Wullli Nation Aboriginal Corporation RNTBC.pdf](#)
[170000309 NIAA tax invoice.pdf](#)

Good afternoon Brian,

Please find attached the NIAA IAS 2020-21 acquittal outcome letter for activity 4-E9ZUEFC - Wullli Wullli Capacity Building Project. Also attached is the NIAA tax invoice for \$767,720.00 (GST excl).

Please feel free to contact me if you have any queries.

Regards,

s22 | Senior Agreement Manager
Brisbane Team | Grants Management Unit
National Indigenous Australians Agency

p. s22
* s22



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Australian Government

National Indigenous Australians Agency

ABN: 30429895164

PO Box 2191
Canberra ACT 2600
Phone: 02 6271 6000

TAX INVOICE

Vendor Wulli Wulli Nation Aboriginal Corporation RNTBC Attn: Brian Clancy PO Box 120 RED HILL QLD 4059	ABN: 66144335684 Document Date 29.08.2022 Document No 170000309 Vendor No F001096791 Due Date 28.09.2022
---	--

DESCRIPTION	AMOUNT	GST	TOTAL
Activity 4-E9ZUEFC 2020-21 Recovery	767,720.00	76,772.00	844,492.00
Total Amount Payable			\$844,492.00

Please make payment by EFT to:

s11C

Please include the invoice number 170000309 as payment reference.

Remittance to: accounts@pmc.gov.au

From: s22
To: s22
Subject: FW: NEW CORRESPONDENCE: FURTHER ADVICE: Wulli Wulli challenging 2021-22 debt amount [SEC=OFFICIAL:Sensitive, ACCESS=Legal-Privilege]
Date: Tuesday, 4 April 2023 8:38:47 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[NEW CORRESPONDENCE FURTHER ADVICE Wulli Wulli challenging 2021-22 debt \(301 KB\).msg](#)

OFFICIAL:Sensitive
Legal-Privilege

Hi s22

WWNAC have sent further correspondence to the Compliance team regarding the outstanding acquittal, I have attached all necessary attachments to this email.

Regards

s22

From: Compliance (Protected) <compliance@niaa.gov.au>
Sent: Thursday, 30 March 2023 8:32 AM
To: s22 @official.niaa.gov.au>; Compliance (Protected) <compliance@niaa.gov.au>
Cc: s22) s22 @niaa.gov.au>; Commercial Law (Protected) <commerciallaw@niaa.gov.au>; s22
s22 @niaa.gov.au>; s22
s22 @official.niaa.gov.au>
Subject: RE: NEW CORRESPONDENCE: FURTHER ADVICE: Wulli Wulli challenging 2021-22 debt amount [SEC=OFFICIAL:Sensitive, ACCESS=Legal-Privilege]

OFFICIAL: Sensitive
Legal privilege

Hi s22

I can confirm that we have received the letter and are in the process of writing a response.

Regards

s22

From: s22 @official.niaa.gov.au>
Sent: Friday, 24 March 2023 2:36 PM
To: Compliance <Compliance@niaa.gov.au>
Cc: s22 @niaa.gov.au>; Commercial Law <CommercialLaw@niaa.gov.au>; s22 @niaa.gov.au>; s22 @official.niaa.gov.au>
Subject: NEW CORRESPONDENCE: FURTHER ADVICE: Wulli Wulli challenging 2021-22 debt amount [SEC=OFFICIAL:Sensitive, ACCESS=Legal-Privilege]

Importance: High

OFFICIAL:Sensitive
Legal-Privilege

Good afternoon, s22

At our last scheduled Risk Management Performance Action Plan meeting with Wulli Wulli Nation Aboriginal Corporation, we were advised their lawyer/solicitor had sent a further letter regarding the acquittal.

I am not aware if you have received this letter and attach for your reference.

I am also responding to an email from Melanie, Finance, and IT Branch around debt recovery.

Are you able to advise if you have received a copy of the letter and if any action has been undertaken?

We are only too happy to discuss this matter further if required and look forward to your response.

Regards

s22

s22

Central Queensland & Wide Bay Area | South Queensland Region | Eastern Group

National Indigenous Australians Agency

p. s22 m. s22

Level 1/36 East Street, ROCKHAMPTON QLD 4700 | PO Box 550 ROCKHAMPTON QLD 4700

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From: s22
To: [Compliance \(Protected\)](#)
Cc: s22
Subject: NEW CORRESPONDENCE: FURTHER ADVICE: Wulli Wulli challenging 2021-22 debt amount
[SEC=OFFICIAL:Sensitive, ACCESS=Legal-Privilege]
Date: Friday, 24 March 2023 2:35:50 PM
Attachments: [image013.png](#)
[image014.png](#)
[image015.png](#)
[image016.png](#)
[image017.png](#)
[Letter to NIAA.pdf](#)
Importance: High

OFFICIAL:Sensitive
Legal-Privilege

Good afternoon, s22

At our last scheduled Risk Management Performance Action Plan meeting with Wulli Wulli Nation Aboriginal Corporation, we were advised their lawyer/solicitor had sent a further letter regarding the acquittal.

I am not aware if you have received this letter and attach for your reference.

I am also responding to an email from s22, Finance, and IT Branch around debt recovery.

Are you able to advise if you have received a copy of the letter and if any action has been undertaken?

We are only too happy to discuss this matter further if required and look forward to your response.

Regards

s22

s22

Central Queensland & Wide Bay Area | South Queensland Region | Eastern Group

National Indigenous Australians Agency

p. s22 m. s22

Level 1/36 East Street, ROCKHAMPTON QLD 4700 | PO Box 550 ROCKHAMPTON QLD 4700

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throughout Australia and acknowledges their continuing connection to land, waters and community. We pay our respects to the people, the cultures and the elders past, present and emerging.





Our Ref: DLP:WUL0011

24 February 2022

Attention: s22
National Indigenous Australians Agency

By email: compliance@niaa.gov.au

Dear s22

Wullli Wullli Capacity Building Project – Activity ID 4-E9ZUEFC

We refer to recent correspondence in relation to the above matter.

With respect, your letter dated 14 November 2022 did not answer any of the questions asked in our letter dated 25 October 2022 and so we repeat them:

1. What are the facts, matters and circumstances relied upon to form the assertion that the "Acquittal Balance" was \$767,720?
2. Who made the determination and on what basis?
3. Why would NIAA pay \$767,720 more than what had been approved?
4. Does NIAA assert that our client has not used the funds for particular uses to which the funds were provided?
5. Does the purported debt relate to deliverables which are alleged to be not yet delivered?

We note that question 3 was asked because it appears that NIAA made a determination that \$767,720 was paid above approval but NIAA had not determined that the funds were not used in accordance with the Agreement. Please clarify.

You make the bare allegation that the amount of \$767,720 was unapproved expenditure because no service was delivered by IWS and you connect that with there having been no deliverables met under the Agreement – but you have ignored our questions 4 and 5 above. Which deliverables under the Agreement were intended to be met through payment of \$767,720?

You assert that NIAA had a discussion with Mr O'Chee during which NIAA informed Mr O'Chee that \$767,720 was unapproved expenditure but: who made that determination prior to the discussion, when was the determination made, who made the statement to Mr O'Chee and when was the discussion? Further, you assert that "Wullli Wullli informed NIAA that no service had been delivered..."



Brisbane

Level 2, 1 Breakfast Creek Road,
Newstead, QLD 4006
PO Box 2684, Fortitude Valley BC, QLD 4006
T 07 3230 5222 F 07 3252 1355



Sydney

Level 9, 189 Kent Street,
Sydney, NSW 2000
GPO Box 3290, Sydney, NSW 2001
T 02 9262 5550 F 02 9299 5849



Perth

45 Ventnor Ave,
West Perth, WA 6005
T 08 9429 8883 F 08 9429 8800



but again who made that statement, when was it made and, rather than provide a very brief snapshot to suit NIAA's position, what was the effect of the entire discussion during which "*Wulli Wulli*" made that statement? Context is of course critical.

Finally, your breach notice was issued pursuant to clause 82 of the Head Agreement but neither the acquittal advice nor your letter states which clause of the Head Agreement you rely upon to demand repayment. Please do so.

This issue involves a significant sum of money and our client is entitled to have proper particulars and reasons for the demand for repayment.

If you wish to discuss this further, please do not hesitate to contact the author on (07) 3230 5222.

Yours faithfully

s47F

s11C

Cleary Hoare Solicitors

From: s22
To: s22
Subject: FW: Outstanding Invoice [SEC=OFFICIAL]
Date: Wednesday, 21 February 2024 5:29:24 PM
Attachments: [image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[image005.png](#)
[image006.png](#)

OFFICIAL

Fyi.

From: s22 @niaa.gov.au>
Sent: Thursday, February 15, 2024 2:27 PM
To: s22 @official.niaa.gov.au>; s22 @official.niaa.gov.au>
Cc: s22 @niaa.gov.au>
Subject: FW: Outstanding Invoice [SEC=OFFICIAL]

OFFICIAL

Hi Team

Just an update re Wulli Wulli, I received the below correspondence, I said I would follow up in 2 weeks.

Regards

s22

From: Secretary <secretary@wnnac.org.au>
Sent: Thursday, 15 February 2024 3:05 PM
To: s22 @niaa.gov.au>
Cc: DebtRecoveryNIAA <DebtRecoveryNIAA@niaa.gov.au>
Subject: RE: Outstanding Invoice [SEC=OFFICIAL]

Afternoon s22

WWNAC is currently getting Legal Advice on the Invoice and is it payable. Sorry for any inconvenience, but once we have received the Advice, I will endeavour to respond as soon as possible.

Kind Regards
Elizabeth Blucher



Secretary Elizabeth Blucher
Wulli Wulli Nation Aboriginal Corporation RNTBC
PO Box 173
THEODORE, QLD, 4714



secretary@wnnac.org.au

0457 462 673

From: ^{s22} [REDACTED] <[REDACTED]@niaa.gov.au>
Sent: Thursday, February 15, 2024 1:46 PM
To: Secretary <secretary@wnnac.org.au>
Cc: DebtRecoveryNIAA <DebtRecoveryNIAA@niaa.gov.au>
Subject: FW: Outstanding Invoice [SEC=OFFICIAL]

OFFICIAL

Good Afternoon

I am following up on the attached outstanding invoice. We have not received payment to date and the invoice was due by 28.09.2022.

Your prompt attention would be greatly appreciated to avoid further debt recovery actions.

Regards

s22

From: DebtRecoveryNIAA
Sent: Wednesday, 31 January 2024 1:33 PM
To: secretary@wnnac.org.au
Cc: DebtRecoveryNIAA <DebtRecoveryNIAA@niaa.gov.au>
Subject: FW: Outstanding Invoice [SEC=OFFICIAL]

OFFICIAL

Good Afternoon

I am following up on the attached outstanding invoice. We have not received payment to date and the invoice was due by 28.09.2022.

Your prompt attention would be greatly appreciated to avoid further debt recovery actions.

Regards

s22

From: DebtRecoveryNIAA
Sent: Tuesday, 2 January 2024 11:40 AM
To: 'secretary@wnnac.org.au' <secretary@wnnac.org.au>
Cc: DebtRecoveryNIAA <DebtRecoveryNIAA@niaa.gov.au>
Subject: Outstanding Invoice [SEC=OFFICIAL]

OFFICIAL

Good Morning

I am following up on the attached outstanding invoice.

Your prompt payment would be greatly appreciated.

Regards

s22

s22

Director, Financial Statements and Special Accounts

Finance Branch | Grants and Finance Group
National Indigenous Australians Agency

p **s22** | m. **s22**

Charles Perkins House, 16 Bowes Place Phillip ACT 2606 | PO Box 2191 CANBERRA ACT 2600



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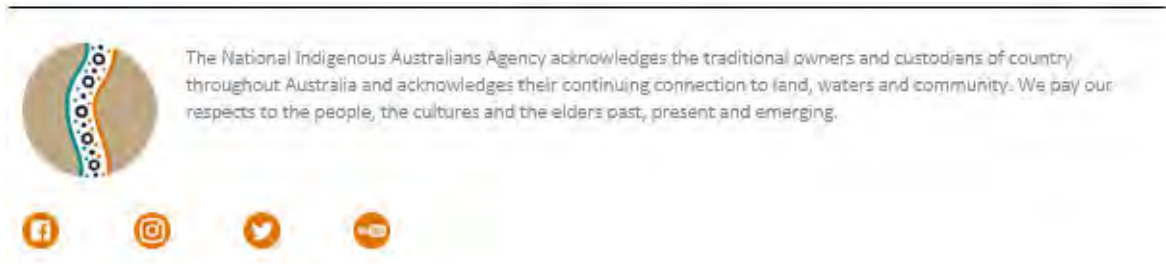


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From: [SQregion](#)
To: [s22](#) [s22](#)
Subject: FW: Seeking SQ Regional view on PBC Support Funding for Wullli Wullli Nation Aboriginal Corporation [SEC=OFFICIAL]
Date: Tuesday, 30 July 2024 7:14:46 AM
Attachments: [image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image015.png](#)
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[image018.png](#)
[image019.png](#)
[image011.png](#)

[s22](#) | Executive Assistant
[s22](#) | A/g Regional Manager | Sth Qld Region
National Indigenous Australians Agency (NIAA)
Ph : [s22](#) or [s22](#) | Mob : [s22](#)
E-mail : [s22](#) [@official.niaa.gov.au](#)



From: [s22](#) [@niaa.gov.au](#)>
Sent: Monday, July 29, 2024 6:15 PM
To: SQregion <[SQregion@official.niaa.gov.au](#)>
Subject: Seeking SQ Regional view on PBC Support Funding for Wullli Wullli Nation Aboriginal Corporation [SEC=OFFICIAL]

OFFICIAL

Hi South Queensland Regional Office

Seeking your views on managed funding support for Wullli Wullli Nation Aboriginal Corporation.

Land and Native Title Branch has been approached by Queensland South Native Title Services (QSNTS) about providing funding to support Wullli Wullli Nation Aboriginal Corporation, refer bottom of email trail. QSNTS is the NIAA funded Native Title Service Provider for the Southern and Central Queensland region and part of its funding is to support Prescribed Bodies Corporate (PBCs) in the region to meet their statutory compliance requirements under the CATSI Act and PBC Regulations. As per below, QSNTS has raised the matter of funding Wullli Wullli Nation PBC, given that the PBC has been issued with a compliance notice from ORIC.

ORIC has provided the information below on the current examination and compliance notice process and advised that it would be a matter for NIAA to decide whether funding support is provided to Wullli Wullli Nation PBC.

We are proposing that if QSNTS provide support to Wullli Wullli Nation while a compliance notice is in place that it be on the basis that QSNTS manages all funds i.e. pays all of the invoices for relevant activities such as costs associated with Board meetings etc. While this approach to funding support is prescriptive, it would enable QSNTS to provide support to Wullli Wullli PBC if agreed to by the PBC. As such, grateful for the SQ Region's input or handling advice on the proposed approach to supporting Wullli Wullli Nation through QSNTS.

Please feel free to contact me if you would like to discuss further or have any questions.

Kind regards

s22

Native Title, Land Rights Funding and ABA Operations | Land & Native Title Branch | Economic Empowerment Group
National Indigenous Australians Agency

p s22 m. s22

Charles Perkins House 16 Bowes Place Phillip ACT 2606 | PO Box 2191 CANBERRA ACT 2601

w. niaa.gov.au w. indigenous.gov.au



The National Indigenous Australians Agency acknowledges the traditional owners and custodians of country throughout Australia and acknowledges their continuing connection to land, waters and community. We pay our respects to the people, the cultures and the elders past, present and emerging.



From: s47F <s47F@oric.gov.au>

Sent: Thursday, 25 July 2024 3:26 PM

To: s22 <s22@niaa.gov.au>

Cc: s47F <s47F@oric.gov.au>

Subject: FW: 2024-25 PBC Support Funding - Wullli Wullli Nation Aboriginal Corporation RNTBC
[SEC=OFFICIAL]

Hi s22

Kevin asked me to give you a call on this one (you might see a missed call from unknown number).

Happy to talk through but I think all we can really say is ...

- ORIC undertook an examination of the corporation in January 2024.
- As a result of the findings of the examination, we issued a compliance notice on 9 July (copy on the public register).
- The notice does include actions needed to address financial irregularities.
- We are monitoring the corporations' responses to the notice (1st response due on 16 August).

Please feel free to call if you'd like to discuss.

Regards – s47F

s47F

Senior Regulation Officer



Australian Government
Office of the Registrar of
Indigenous Corporations



Freecall: 1800 622 431

Phone: s47F

Mobile: s47F

Ngunnawal and Ngambri Country,
Charles Perkins House, 16 Bowes Place, Phillip ACT 2606

PO Box 29 Woden ACT 2606

oric.gov.au

ORIC acknowledges the Traditional Custodians of country throughout Australia and their continuing connection to land, waters and community. We pay our respect to them and their cultures and to their Elders both past and present.

From: Paul Davies s47F @qsnts.com.au>

Sent: Tuesday, 23 July 2024 2:49 PM

To: s22 @niaa.gov.au>

Subject: 2024-25 PBC Support Funding - Wulli Wulli Nation Aboriginal Corporation RNTBC

Hi s22

Attached is a notice from the ORIC site regarding issues at the Wulli Wulli PBC. It appears this relates to a grant from the Capacity Building funding.

Given what appears to be significant non-compliance regarding a Commonwealth grant, what are NIAA's views on offering the PBC support funding?

We have offered a number of times before and not received a response, although previously their contact person was listed as a legal firm in Brisbane.

Thanks

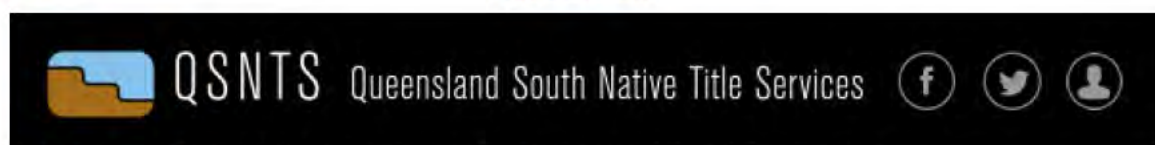
Paul Davies

Chief Financial Officer



P s47F 1800 663 693
F s47F
E s47F

Level 4, 293 Queen Street, Brisbane QLD 4000
PO Box 10832, Adelaide Street, Brisbane QLD 4001
E reception@qsnts.com.au
W qsnts.com.au



QSNTS acknowledges the Traditional Custodians of the Land upon which we walk, work and live. We recognise their continued connection to the land, water and community, paving the way for

cultural growth and knowledge. We pay respects to Elders past, present and future.

This email and any attachments are confidential and may be legally privileged (in which case neither is waived or lost by mistaken delivery). If you have received this email in error, please notify the sender by return email and remove it and the response from your system. If you are not the intended recipient, you must not disclose or use the information contained in it in any way. You should ensure this email and any attachments are virus free. It is your responsibility to ensure that viruses do not adversely affect your system and Queensland South Native Title Services Ltd accepts no liability for any damage caused by this email or any attachments due to viruses or other defects

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From: [Compliance \(Protected\)](#)
To: [s11C](#) [@clearyhoare.com.au](#)
Cc: [kjensen@clearyhoare.com.au](#); [Compliance \(Protected\)](#)
Subject: NIAA Response to Mr Daniel Patatore 2nd Letter RE WWNAC [SEC=OFFICIAL]
Date: Tuesday, 11 April 2023 5:52:53 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[20200611 WWNAC Head Agreement exec.pdf](#)
[20200611 WWNAC Proj Sched exec.pdf](#)
[20211013 Final WWNAC Notice.pdf](#)
[20220916 Wulli Wulli AC - Final Letter on debt.pdf](#)
[20230411 Response to Mr Daniel Patatore 2nd letter to NIAA.pdf](#)

OFFICIAL

Dear [s11C](#)

Please find attached a response to your letter of 24 February 2023 seeking further clarification regarding National Indigenous Australians Agency's (NIAA's) correspondence dated 14 November 2022.

Attached are copies of the NIAA Head Agreement and Project Schedule with Wulli Wulli Nation Aboriginal Corporation (WWNAC) and previous NIAA notices/letters for your reference.

Please contact compliance@niaa.gov.au if you have any further questions or require further information.

Regards

Compliance Intake Team
Program Compliance and Fraud Branch
National Indigenous Australians Agency
p. 08 9148 2315
Charles Perkins House 16 Bowes Place Phillip ACT 2606 | PO Box 2191 CANBERRA ACT 2601
w. niaa.gov.au w. indigenous.gov.au



The National Indigenous Australians Agency acknowledges the traditional owners and custodians of country throughout Australia and acknowledges their continuing connection to land, waters and community. We pay our respects to the people, the cultures and the elders past, present and emerging..





Australian Government

National Indigenous Australians Agency

HEAD AGREEMENT FOR INDIGENOUS GRANTS

between

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

AND

Wulli Wulli Nation Aboriginal Corporation (ABN 66 144 335 684)

Grant System Agreement number (System ID)	4-E9ZUE5U
Provider reference number (System ID)	4-CWO4TWC

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Version: July 2019

TABLE OF CONTENTS

DETAILS AND AGREEMENT STRUCTURE	4
TERM OF HEAD AGREEMENT	4
PARTIES TO THE HEAD AGREEMENT	4
BACKGROUND	5
HOW THIS HEAD AGREEMENT AND THE PROJECT SCHEDULES WORK	5
THE GRANT	6
PAYMENT OF GRANT	6
USING THE GRANT	6
TAX AND INVOICES	6
DELIVERING THE PROJECT	6
PROJECT TO BE DELIVERED IN ACCORDANCE WITH PROJECT AGREEMENT	6
CONSULTATION, COOPERATION AND EVALUATION	6
CHANGE PROPOSALS AND DELIVERING ON COMMONWEALTH PRIORITIES	7
WORKING WITH VULNERABLE PERSONS AND POLICE AND CRIMINAL HISTORY CHECKS POLICY	8
SUBCONTRACTING AND ASSIGNMENT	8
KEY PERSONNEL	9
ASSETS	9
COMPLAINTS	10
REPORTING AND ACCESS	10
REPORTS	10
ACCESS TO PREMISES AND RECORDS	10
GOVERNANCE AND RISK MANAGEMENT	11
STRENGTHENING ORGANISATIONAL GOVERNANCE	11
REMOVING PERSONNEL	11
RISK MANAGEMENT AND PERFORMANCE	11
GRANT CONTROLLER	12
WITHHOLDING, INCORRECTLY PAID OR SPENT, UNSPENT AMOUNTS AND BREACHES	13
WITHHOLDING	13
PROVIDER NOT ENTITLED TO AMOUNT OR AMOUNT NOT SPENT IN ACCORDANCE WITH A PROJECT AGREEMENT	13
UNSPENT GRANT AMOUNTS	13
BREACH OF PROJECT AGREEMENT	13
TERMINATION	14
TERMINATION OR REDUCTION IN SCOPE - FOR DEFAULT	14
TERMINATION OR REDUCTION IN SCOPE - WITH COSTS	15
INSURANCE AND INDEMNITIES	15
INSURANCE	15
INDEMNITIES	15
OTHER MATTERS	16
INTELLECTUAL PROPERTY	16
MEDIA EVENTS AND ACKNOWLEDGEMENT OF COMMONWEALTH SUPPORT	16
PRIVACY	16
CONFIDENTIALITY	16
RECORD KEEPING	17

WORK HEALTH AND SAFETY..... 17

COMMONWEALTH POLICIES AND LAWS..... 17

COMPLIANCE WITH CRIMINAL CODE..... 17

DISPUTE RESOLUTION 17

DEBT AND INTEREST 18

TRANSITION..... 18

NOTICES..... 18

RELATIONSHIP BETWEEN THE PARTIES..... 18

CONFLICT OF INTEREST 19

VARIATION 19

SURVIVAL 19

LIMITATION OF RIGHTS..... 19

JURISDICTION 19

DEFINITIONS 20

EXECUTION PAGE..... 22

DETAILS AND AGREEMENT STRUCTURE**Term of Head Agreement**

Start Date: The date this Head Agreement is signed by both parties.

Expiry Date: The last Project Agreement End Date under this Head Agreement

Parties to the Head Agreement

Commonwealth	The Commonwealth of Australia as represented by the National Indigenous Australians Agency
ABN	ABN 30 429 895 164
Registered office	Charles Perkins House, 16 Bowes Place, Woden ACT 2606
Address for service of notices	Level 19, 215 Adelaide Street, Brisbane, QLD 4000
Contact officer for Head Agreement	Tanya Malthouse, Regional Manager
Telephone	1800 079 098
Email	SQregion@official.niaa.gov.au
Registered for GST?	Yes, and can provide recipient created tax invoices

The Provider

Full legal name	Wullli Wullli Nation Aboriginal Corporation
Trading or business name	Not Specified
ABN	66144335684
Registered office (physical address)	238 Kelvin Grove Road, KELVIN GROVE, QLD 4059
Address for service of notices (if different)	AS ABOVE
Contact person for Head Agreement	s11C
Telephone	s11C
Fax	N/A
Email of contact person	s11C @wulliwullicorporation.com.au

Background

- A. The Commonwealth is committed to working more closely with Indigenous Australians on the key priorities of getting children to school, adults to work and making communities safer.
- B. The Provider is committed to achieving results in these priority areas, and will work with the Commonwealth and Indigenous communities to do this.

How this Head Agreement and the Project Schedules work

- 1. The purpose of this Head Agreement is to create a framework that governs the relationship between the Commonwealth and the Provider for all Indigenous Grants.
- 2. This **Head Agreement** sets out the general terms and conditions applying to all Projects and Grants.
- 3. A **Project Schedule** sets out specific terms and conditions that apply to particular Projects and Grants covered by it.
- 4. A Project Agreement is formed if the Commonwealth approves a Grant and executes a Project Schedule with the Provider. The Commonwealth does not guarantee that any Grants will be made to the Provider during the term of the Head Agreement.
- 5. Each **Project Agreement** is a separate contract between the Commonwealth and the Provider. The terms of a Project Agreement are those set out in:
 - (a) the relevant Project Schedule;
 - (b) this Head Agreement; and
 - (c) any attachments to, or documents incorporated by reference into, any of those documents.
- 6. If there is any inconsistency between these documents, the document appearing higher in the list in clause 5 will take priority.
- 7. Each Project Agreement constitutes the parties' entire agreement relating to the Projects covered by that agreement and supersedes all previous oral or written communications, agreements and undertakings in relation to that Project.
- 8. Project Agreements may be entered into up until the Expiry Date of the Head Agreement. The Head Agreement remains in force until the end of all Project Agreements entered into before the Expiry Date.
- 9. The parties may mutually agree to extend a Project Agreement, by executing a contract variation under clause 139.
- 10. Headings to clauses do form part of a Project Agreement, however notes in italics are for information only and are not binding. Words in the singular include the plural, and vice versa.

THE GRANT

Payment of Grant

11. The Commonwealth will pay a Grant in accordance with the relevant Project Agreement, subject to sufficient funds being available and the Provider complying with the Project Agreement.

Using the Grant

12. The Provider is to use each Grant only in accordance with the Project Agreement. A Grant must only be used for the Project for which it is provided, unless the Commonwealth otherwise agrees in writing to an alternative use.
13. The Provider must hold all unspent Grant money in an account in its name and which it controls. The account must be with a deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on business in Australia.
14. On request from the Commonwealth, the Provider will provide an authority to the authorised deposit-taking institution for the Commonwealth to obtain all details relating to any use of the account.
15. The Provider must manage its account and financial records so that all receipts and expenditure of each Grant are clearly identifiable and ascertainable at all times.

Tax and Invoices

16. Subject to clauses 17 to 19, the Provider agrees to pay all taxes, duties and government charges levied in Australia or overseas in connection with this Head Agreement and any Project Agreements.
17. All dollar amounts and all other consideration for a supply made under a Project Agreement are inclusive of GST, unless stated otherwise.
18. The Provider must notify the Commonwealth if its ABN changes or it ceases to be registered for GST.
19. Invoices will be issued in accordance with the Project Schedule.

DELIVERING THE PROJECT

Project to be delivered in accordance with Project Agreement

20. The Provider must deliver each Project:
 - (a) in accordance with the Project Agreement;
 - (b) in consultation and cooperation with the Commonwealth and the relevant communities; and
 - (c) in a manner that is not inconsistent with the Commonwealth's key priorities of getting children to school, adults to work and making communities safer.

Consultation, cooperation and evaluation

21. The parties agree that regular consultation, cooperation and evaluation are necessary to give each Project the best chance of achieving results for Indigenous Australians.
22. The parties agree that the processes set out in clauses 23 to 27 will be conducted in a mutually cooperative manner and may include consultation with the relevant community and other interested parties. The Provider also agrees to give reasonable assistance, access and information as required by the Commonwealth in relation to these processes.
23. The Commonwealth may, at any time, evaluate a Project, the Provider's capacity to deliver a Project in accordance with the Project Agreement, and/or the Provider's performance under a Project Agreement. The Commonwealth may consider:

- (a) the Provider's compliance with the Project Agreement;
- (b) how a Project is progressing against the outcomes, objectives and/or key performance indicators set out in the Project Schedule;
- (c) the likelihood that a Project will continue to meet the outcomes, objectives and/or key performance indicators set out in the Project Schedule;
- (d) how the Provider identifies and manages risk to give a Project the best chance of achieving the outcomes, objectives and/or key performance indicators set out in the Project Schedule;
- (e) the extent to which a Project is achieving, or is likely to achieve, results that are consistent with and promote the Commonwealth's priorities (including under any guidelines); and
- (f) any other relevant information.

Change proposals and delivering on Commonwealth priorities

24. If, at any time, the Commonwealth reasonably believes that:

- (a) the Provider may be, or may become, unable to deliver a Project in accordance with the Project Agreement, including due to financial, risk management or governance issues;
- (b) a Project is unlikely to meet an outcome, objective and/or key performance indicator set out in the Project Schedule;
- (c) the Provider is not identifying and managing risk in a manner that gives the Project the best chance of achieving the outcomes, objectives and/or key performance indicators set out in the Project Schedule; or
- (d) a Project does not, or there is a risk that it will not, achieve results that are consistent with and/or promote the Commonwealth's priorities (including under any relevant guidelines),

the Commonwealth may notify the Provider and request a proposal outlining what steps could be taken and/or how the Project could be delivered in a manner that addresses these issues. The Commonwealth will give reasons for the request, and the Provider must provide a proposal to the Commonwealth within 10 business days (or any longer period agreed with the Commonwealth).

25. If, at any time, the Provider:

- a) considers that a Project could be changed or delivered in a manner that better addresses the issues listed in clause 24 – it may notify the Commonwealth and propose changes to the Project; or
- b) fails to continue, or is unlikely or unable, to perform its obligations under a Project Agreement or to deliver a Project – it must promptly notify the Commonwealth and may propose changes to the Project.

26. Within 10 business days of receiving a proposal under clauses 24 or 25, the Commonwealth must notify the Provider whether it approves or rejects the proposal, or wishes to negotiate alternative arrangements.

27. The parties agree to negotiate any proposal in good faith, and to take the necessary steps to implement and comply with an approved proposal, including by executing a contract variation under clause 139 (if required).

28. An evaluation or proposal under clauses 23 to 27 is not required before the Commonwealth can take risk management action under clauses 70 to 71, appoint a grants controller under clauses 73 to 78, take action under clause 80 where money is not spent in accordance with the Project Agreement, deal with unspent amounts under clause 81, or take action under the breach and termination provisions in clauses 82 to 91.

Working with Vulnerable Persons and police and criminal history checks policy

29. Before engaging or deploying any person (whether an officer, employee, contractor, subcontractor, volunteer or in any other capacity) in relation to any part of a Project that may involve contact with a Vulnerable Person, the Provider 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 Project, or part of the Project, is being conducted in relation to engaging or deploying persons in a capacity where they may have contact with Vulnerable Persons.
30. The Provider must in relation to a Project:
 - (a) ensure compliance with all legal requirements in accordance with clause 29(b) remains current;
 - (b) immediately notify the Commonwealth 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 and immediately ensure the person is no longer so engaged or deployed;
 - (c) complete a risk assessment to identify the level of contact with Vulnerable Persons and the level of risk of harm or abuse to Vulnerable Persons;
 - (d) develop and apply an appropriate risk management strategy in relation to working with Vulnerable People;
 - (e) deliver training and establish a compliance regime in relation to working with Vulnerable People; and
 - (f) comply with any additional policies or requirements relating to contact with Vulnerable Persons, police checks and criminal history checks, which the Commonwealth notifies to it from time to time.
31. The Provider must report to the Commonwealth:
 - (a) on the Provider's compliance with clauses 29 and 30 by no later than 31 October each year and in such form as may be specified by the Commonwealth; and
 - (b) on any other matter relating to the Provider's work with Vulnerable People upon request by the Commonwealth.

Subcontracting and assignment

32. The Provider is responsible for ensuring each Project is conducted in accordance with the relevant Project Agreement, including any tasks undertaken by subcontractors.
33. The Provider agrees not to assign its rights or obligations under the Head Agreement or a Project Agreement or subcontract any aspect of a Project without the Commonwealth's prior written approval. The approval may be subject to conditions. Any subcontracting arrangements specified in a Project Schedule are approved for the purpose of this clause (subject to any conditions also set out in the Project Schedule).
34. The Provider acknowledges that the Commonwealth may publicly disclose the names of any subcontractors engaged for a Project, and the Provider agrees to inform all subcontractors of this and obtain the subcontractors' consent.
35. The Provider agrees to ensure that any subcontract entered into for the purpose of a Project Agreement is consistent with its obligations and the Commonwealth's rights under the Project Agreement. In particular, any subcontract must include clauses equivalent to clauses 29 to 31 (Vulnerable Persons), clauses 59 to 63 (access), clause 69 (removing Personnel), clauses 88 to 97 (termination), clauses 98 to 101 (insurance), and clauses 102 to 103 (indemnities).
36. The Commonwealth may, on any reasonable ground, direct the Provider to remove a subcontractor or subcontractor Personnel from a Project. The Commonwealth will give written reasons for the

removal. The Provider must, at its own cost, ensure the subcontractor or subcontractor Personnel cease all further involvement in the Project and arrange a replacement that is acceptable to the Commonwealth.

Key Personnel

37. If Key Personnel are identified in a Project Schedule, the Provider agrees to ensure that they work on the Project as specified.
38. If Key Personnel are unable to work on the Project as specified, the Provider agrees to notify the Commonwealth immediately and to engage replacement Personnel acceptable to the Commonwealth as soon as reasonably practicable.
39. The Commonwealth may direct the Provider to remove Key Personnel under clause 69.

Assets

40. The Provider agrees to obtain prior written approval from the Commonwealth to use a Grant or any part of a Grant to purchase, lease or acquire an Asset. The approval may be conditional and may include requiring the Provider to provide the Commonwealth with security over the Asset at the Provider's own cost. Any Assets specified in a Project Schedule are approved for the purpose of this clause (subject to any conditions also set out in the Project Schedule).
41. The Provider will maintain a register of all Assets and provide the register to the Commonwealth on request. The Provider may keep a single register that covers all Assets covered under a Project Agreement. The register must include for each Asset:
 - (a) a description of the Asset, including the serial number and the location of the Asset;
 - (b) the date of purchase, lease or other acquisition;
 - (c) the purchase, lease or acquisition price;
 - (d) the amount of the Grant used to purchase, lease or otherwise acquire the Asset;
 - (e) whether it is owned, leased or acquired;
 - (f) all Projects and Project Agreements to which it relates;
 - (g) the proceeds of any sale or disposal of the Asset; and
 - (h) the Adjustable Value of the Asset.
42. The Provider is fully responsible for each Asset and bears all risk relating to the Asset and its use.
43. The Provider must protect and maintain all Assets.
44. Unless otherwise agreed in writing by the Commonwealth, an Asset may only be used for delivering a Project and must not be encumbered or used as security for any purpose.
45. The Provider must not sell or dispose of an Asset without the Commonwealth's prior written approval. The approval may be conditional and may require the Provider to repay an amount up to the Adjustable Value of the Asset within 20 business days of approval unless otherwise agreed by the Commonwealth.
46. The Provider agrees to comply with any Commonwealth directions requiring it to deal with Assets in a particular way at the Project End Date. This may include selling the Asset and returning the full sale amount to the Commonwealth, or transferring the Asset to the Commonwealth or its nominee.
47. On request, the Provider must give the Commonwealth evidence showing that it has complied with the requirements set out in clauses 40 to 46.

Complaints

48. The Provider will establish and maintain a complaints handling process for each Project. The process must be published and made available on request to the Commonwealth and the public.
49. The Provider will also maintain a complaints register for each Project.
50. The complaints register must contain full details of all complaints made in relation to the Project, whether received directly by the Provider or referred to it by the Commonwealth or a third party. The register must identify, for each complaint:
 - (a) the name of the person or organisation making the complaint (if known);
 - (b) the date and nature of the complaint; and
 - (c) any action taken, including any changes (or proposed changes) to the conduct of the Project as a result of the complaint.
51. The Provider agrees to provide the Commonwealth a copy of the complaints register on request.

REPORTING AND ACCESS

Reports

52. The Provider must provide the reports identified in a Project Schedule.
53. Each report must be provided at the times, and containing the information, set out in the Project Schedule.
54. The Commonwealth may request a revised report where it reasonably believes that either the form or content of a report is unsatisfactory. The Provider must comply with that request within 10 business days unless another timeframe is agreed.
55. Subject to clause 56, if an audited expenditure report is required, it must be audited by a person who is not a principal, member, shareholder, officer or employee of the Provider and is either:
 - (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth);
 - (b) a member of CPA Australia;
 - (c) a member of the Institute of Public Accountants in Australia; or
 - (d) a member of the Institute of Chartered Accountants in Australia.
56. Where the Provider is audited by the Commonwealth Auditor-General or a State or Territory Auditor-General, an audited expenditure report must be audited in accordance with the relevant legislation.
57. The Provider agrees to provide any additional information or reports reasonably requested by the Commonwealth. This includes providing information or reports relating to a Project, Grant, the Provider's governance arrangements and its overall financial position, or arranging for an unaudited report to be audited. Additional information or reports must be provided within 10 business days unless another timeframe is agreed.
58. Information contained in, or provided under, this Head Agreement or a Project Agreement may be used for public reporting purposes.

Access to premises and records

59. Subject to clause 60 and on written request, the Provider agrees to give the Commonwealth and/or its authorised representatives access to:
 - (a) all premises being used to administer a Grant, or to deliver a Project; and
 - (b) all Material relating to the Head Agreement or a Project Agreement, including allowing copies of these items.

60. The access must be provided within 48 hours of the Provider receiving the request, or any shorter time set out in the request.
61. The Commonwealth may require immediate access where there are public health or safety concerns or in the circumstances listed in clause 62.
62. The Commonwealth and/or its authorised representatives may remove and retain any Material relevant to an investigation involving:
 - (a) an actual or apprehended breach of the law;
 - (b) a breach of a Project Agreement; or
 - (c) fraud.

This includes removing and retaining Material not related to a Project. The Commonwealth will return a copy of the Material within a reasonable period of time.
63. The Provider must also provide assistance and Material required by the Commonwealth to comply with any requests received by the Commonwealth under the *Freedom of Information Act 1982* (Cth).

GOVERNANCE AND RISK MANAGEMENT

Strengthening Organisational Governance

64. Clauses 65 to 68 require the Provider to be, or become, incorporated in certain circumstances.
65. The incorporation requirement applies if the total value of all Indigenous Grants (except Capital Works Grants) in a financial year equals \$500,000 or more (excluding GST), and the Provider:
 - (a) is not a statutory body, or a State or Local Government; and
 - (b) has not received an exemption from the incorporation requirements in clauses 66 to 68 from the Minister (or the Minister's delegate).
66. Where the incorporation requirement applies:
 - (a) the Provider must be, or become, incorporated in accordance with clause 67; and
 - (b) the incorporation must occur within 6 months of the date that the agreement (or contract variation) is executed resulting in the total value of all Indigenous Grants in a financial year equalling \$500,000 or more (excluding GST).
67. The Provider must be, or become, incorporated:
 - (a) if the Provider is an Indigenous Organisation – under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);
 - (b) if the Provider is not an Indigenous Organisation – under the *Corporations Act 2001* (Cth).
68. Once the Provider is, or becomes, incorporated, it must remain incorporated for the remainder of the term of all Indigenous Grant Agreements.

Removing Personnel

69. The Commonwealth may direct the Provider to remove Personnel, including Key Personnel, from a task relating to any Grant, Project or Project Agreement on any reasonable ground, and will give written reasons for the removal. The Provider must, at its own cost, promptly remove the Personnel and where applicable provide replacement Personnel acceptable to the Commonwealth.

Risk management and performance

70. At any time, the Commonwealth may take risk management and/or performance action under clause 71 where it reasonably considers:
 - (a) the Provider's performance is less than satisfactory;

- (b) the Provider is unable to properly manage any Grant, or there are other financial issues relevant to any Project or Project Agreement;
 - (c) the Provider is unable to properly deliver any Project because of its financial, risk management or governance; or
 - (d) there is a significant or continuing breach of any Project Agreement.
71. The Commonwealth may, by notice:
- (a) require the Provider to work with the Commonwealth or its nominee to improve its capacity to conduct some or all of its Projects to the Commonwealth's satisfaction, including by addressing governance, financial or service delivery issues, or through relevant training;
 - (b) require additional reports or information under clause 57;
 - (c) appoint a grant controller;
 - (d) either itself, or through a third party, take control or management of all or part of any Project under the relevant Project Agreement; and/or
 - (e) take other action permitted under a Project Agreement.
72. The risk management and/or performance action under clause 71 may be taken in relation to some or all of the Provider's Projects or Project Agreements.

Grant controller

73. If the Commonwealth appoints a grant controller, it will give the Provider notice of the appointment, setting out the name of the grant controller, the scope of their role and the duration of the appointment.
74. The Commonwealth may alter any aspect of the appointment from time to time, by giving notice to the Provider.
75. The grant controller's powers and functions may include, but are not limited to:
- (a) administering and controlling Grant money;
 - (b) providing financial, management and corporate governance assistance, support and advice to the Provider to assist it in complying with the relevant Project Agreement;
 - (c) establishing a new separate account for holding and receiving Grant money, and being a mandatory signatory for that account; and
 - (d) providing any other advice or assistance to the Provider that the Commonwealth requires.
76. The Provider must:
- (a) consider in a timely manner and in good faith all advice received from the grant controller;
 - (b) co-operate actively and in good faith with the grant controller, and provide assistance, Material and access as reasonably required from time to time; and
 - (c) comply with all directions given by the grant controller relating to the administration of Grant money. This may include adding the grant controller as an additional mandatory signatory for each account that contains Grant money, and permitting the grant controller to establish a new separate account for Grant money.
77. The Provider acknowledges that it remains fully responsible for delivering all Projects and performing its obligations under all Project Agreements, despite the appointment of a grant controller.
78. The Provider agrees that costs incurred by the Commonwealth in relation to a grant controller may be deducted from future payments under any Project Agreement, or must be borne by the Provider if the Commonwealth gives notice to that effect. The Provider acknowledges that the Commonwealth is not liable for any costs incurred by the Provider in relation to a grant controller.

WITHHOLDING, INCORRECTLY PAID OR SPENT, UNSPENT AMOUNTS AND BREACHES**Withholding**

79. The Commonwealth may withhold some or all of a Grant payment if the Provider has not:

- (a) conducted the Project in accordance with the Project Agreement;
- (b) done everything the Provider was required to do to the Commonwealth's satisfaction;
- (c) been performing the Project to the Commonwealth's satisfaction; or
- (d) spent the Grant in accordance with the Project Agreement.

The Commonwealth will only pay the withheld amount once the reasons for withholding the payment are resolved to the Commonwealth's satisfaction.

Provider not entitled to amount or amount not spent in accordance with a Project Agreement

80. If the Provider is paid an amount it is not entitled to, or some or all of a Grant payment has not been spent in accordance with the Project Agreement, the Commonwealth may by notice require repayment of an amount, or reduce any other Grant payment under that or any other Project Agreement, up to the relevant amount.

Unspent Grant amounts

81. If the Provider:

- (a) is unable to spend all of a Grant in accordance with the Project Agreement; or
 - (b) did not spend all of a Grant before the Project End Date,
- the Commonwealth may by notice:
- (c) direct the Provider to spend the amount for a purpose specified by the Commonwealth;
 - (d) reduce a Grant payment under that or any other Project Agreement, up to the relevant amount; or
 - (e) require the Provider to pay to the Commonwealth an amount specified in the notice up to the relevant amount, by the date specified in the notice.

Breach of Project Agreement

82. If the Provider breaches a term or condition of a Project Agreement, and the breach is capable of being remedied, the Commonwealth may give the Provider a notice requiring it to remedy the breach or to provide a remediation plan that is acceptable to the Commonwealth.

83. The Provider must comply with the notice and any accepted remediation plan, in the required timeframes and to the Commonwealth's reasonable satisfaction.

84. If the Provider does not comply with clause 83, or breaches a term or condition of a Project Agreement and the breach is incapable of being remedied, the Commonwealth may:

- (a) reduce or withhold one or all of the Grant payments for any Projects under the Project Agreement;
- (b) reduce the total amount of any Grant payments for any Projects under the Project Agreement;
- (c) impose additional conditions for any Projects under the Project Agreement, such as additional reporting requirements;
- (d) reduce the scope of, or terminate, any Projects under the Project Agreement;
- (e) either itself, or through a third party, take control or management of all or part of any Projects under the Project Agreement; and/or
- (f) exercise termination rights under clauses 88 to 91.

85. The Commonwealth will exercise any rights under clause 84 reasonably taking into account the relevant breach.
86. The Provider must continue to deliver all Projects not affected by the exercise of a right under clause 84.
87. Where the Commonwealth takes action under clauses 71(d) or 84(e), the Provider agrees to provide sufficient assistance and cooperation to enable the relevant Projects to continue. This includes complying with any Commonwealth directions such as the novation of relevant third party contracts, assignment of leases, licences and consents, and transferring Agreement Material, to the Commonwealth or its nominee.

TERMINATION

Termination or reduction in scope - for default

88. In certain circumstances, the Commonwealth can immediately, by giving notice, do any one or more of the following:
 - (a) terminate the Head Agreement;
 - (b) terminate a Project Agreement;
 - (c) reduce the scope of a Project Agreement;
 - (d) terminate a Project;
 - (e) reduce the scope of a Project,
 with effect on and from the date specified in the notice.
89. The circumstances that allow action under clause 88 are where the Commonwealth reasonably believes that the Provider has:
 - (a) breached a term or condition of a Project Agreement and failed to remedy the breach in accordance with clauses 82 and 83;
 - (b) breached a term or condition of a Project Agreement and the breach is not capable of being remedied;
 - (c) failed to comply with clause 22 (consultation, cooperation and evaluation), clause 24 (change proposal and delivering on Commonwealth priorities), or clause 27 (good faith negotiation and implementing approved proposals);
 - (d) breached any law;
 - (e) become bankrupt or insolvent, entered into a creditors scheme of arrangement, or come under any form of external administration;
 - (f) become unable to pay its debts as and when they fall due;
 - (g) had a change in any person/s who directly exercise effective control over the Provider or are involved in the management of the Provider, which the Commonwealth reasonably believes will negatively affect the Provider's ability to comply with one or more Project Agreements;
 - (h) provided false or misleading statements, or incorrect information; or
 - (i) any other circumstances identified in a Project Agreement for the purpose of this clause.
90. Where the Commonwealth takes action under clause 88 to terminate or reduce scope:
 - (a) it is not liable to make any further Grant payments in relation to any terminated Projects, Project Agreements or reduced scope;
 - (b) it can take action under clause 91 in relation to any amount that was not spent in accordance with the relevant Project Agreement, or has not been spent or legally committed as a current liability as at the date the Provider receives the notice under clause 88; and

(c) the Provider must continue to deliver all Projects not affected by the termination or reduction in scope.

91. The Commonwealth may by notice:

- (a) direct the Provider to spend the relevant amount for a purpose specified by the Commonwealth;
- (b) reduce a Grant payment under that or any other Project Agreement, up to the relevant amount; or
- (c) require the Provider to repay an amount up to the relevant amount, by the date specified in the notice.

Termination or reduction in scope – with costs

92. Even though the Provider is not in default, the Commonwealth may terminate or reduce the scope of this Head Agreement, or one or more Projects or Project Agreements, at any time by notice.
93. The Commonwealth may also reduce Grant amounts payable under the relevant Project Agreement, proportionate to any reduction in scope.
94. On receipt of a notice under clause 92, the Provider will:
- (a) stop performing obligations in accordance with the notice and comply with any other reasonable directions in the notice; and
 - (b) take all reasonable steps to minimise loss resulting from the termination or reduction in scope.
95. If the Commonwealth terminates or reduces scope under clause 92, it will only be liable for:
- (a) Grant amounts due to the Provider for the affected Projects at the date of the notice; and
 - (b) reimbursement of the Provider's reasonable unavoidable costs incurred as a direct result of the termination or reduction and which are not covered by (a).
96. The Commonwealth's liability to pay under clause 95 is capped to the amount which, when added to Grant payments already made to the Provider for the affected Projects, equals the total amount payable for the affected Projects (taking into account any reduction under clause 93).
97. The Commonwealth is not liable for any other amount, including compensation for lost prospective profits or benefits to the Provider.

INSURANCE AND INDEMNITIES

Insurance

98. The Provider must maintain adequate insurance for as long as any obligations remain in connection with this Head Agreement and each Project Agreement and provide the Commonwealth with proof when requested.
99. The Provider is responsible for determining what types and levels of insurance are required.
100. A Project Agreement may include specific additional insurance requirements for a particular Project.
101. Any insurance proceeds relating to an Asset form part of the Grant.

Indemnities

102. The Provider indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with:
- (a) its delivery of a Project or the performance of its obligations under a Project Agreement; and
 - (b) the Commonwealth's permitted use of Agreement Material and Existing Material.

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

OTHER MATTERS

Intellectual property

104. The Provider owns the Intellectual Property Rights in Agreement Material.
105. The Provider gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish, adapt and exploit Agreement Material and any Existing Material for Commonwealth purposes. The Provider also gives the Commonwealth the right to licence Agreement Material and any Existing Material to the public under a Creative Commons Attribution (CC BY) licence.
106. The Provider warrants that it is or will be entitled to deal with the Intellectual Property Rights in Existing Material in the manner provided for in clauses 104 and 105.
107. The Commonwealth provides a licence to the Provider to use Commonwealth Material only for the purposes of the relevant Project Agreement.
108. This Head Agreement does not affect ownership of Intellectual Property Rights in Existing Material or Commonwealth Material.

Media events and acknowledgement of Commonwealth support

109. The Provider will acknowledge the Commonwealth's support in any Material published in connection with a Project, and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.
110. The Provider must obtain the Commonwealth's written approval before using the Commonwealth Coat of Arms or departmental logos, and before making any public announcements, or organising or being involved in media events relating to a Project or Project Agreement.

Privacy

111. When dealing with Personal Information in carrying out a Project, the Provider agrees:
- (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 relevant Commonwealth policies issued from time to time.

Confidentiality

112. The parties will not disclose each other's Confidential Information without prior written consent of the party whose information is to be disclosed.
113. A party will not breach clause 112 to the extent that the Confidential Information is:
- (a) disclosed by a party to its Personnel solely for the purpose of this Head Agreement or a Project Agreement, or to manage, evaluate, or audit a Project or Project Agreement;
 - (b) disclosed by the Commonwealth to another Commonwealth agency, the responsible Minister or in response to a request by a House or Committee of the Parliament of the Commonwealth of Australia;
 - (c) authorised or required to be disclosed by law or, in the case of the Commonwealth, Commonwealth policy;
 - (d) in the public domain otherwise than due to a breach of clause 112.

114. The Commonwealth confirms that, subject to clause 115:
- (a) nothing in this Head Agreement is intended to restrict or prevent the Provider from engaging in public debate on any Commonwealth law, practice or policy;
 - (b) the Provider does not need the Commonwealth's prior approval to be involved in the action referred to in (a).
115. Despite clause 114, the Provider must comply at all times with its obligations under this Head Agreement or a Project Agreement to not disclose Personal Information or confidential information as defined in the *Not-for-Profit Sector Freedom to Advocate Act 2013* (Cth).

Record keeping

116. The Provider must keep full and accurate records relating to the Head Agreement and all Project Agreements, including records relating to Project delivery and Grant expenditure.
117. The Provider must maintain those records for each Project Agreement for 10 years after the Project Agreement End Date or longer period required by legislation.

Work health and safety

118. The Provider must ensure that appropriate work health and safety policies and procedures are in place at any premises or facilities that it is using to deliver a Project.
119. If the Provider is using premises or facilities that are owned or controlled by the Commonwealth, it agrees to:
- (a) communicate, consult and coordinate with the Commonwealth in relation to health and safety matters arising from that use, in accordance with the *Work Health and Safety Act 2011* (Cth); and
 - (b) comply with all reasonable directions and procedures issued by the Commonwealth about work health and safety, and all security procedures for the premises or facility, which are notified by the Commonwealth from time to time, or that can be reasonably inferred from the Provider's use of the premises or facilities.

Commonwealth policies and laws

120. In carrying out its obligations under a Project Agreement, the Provider agrees to comply with:
- (a) any applicable laws and requirements of the Commonwealth, or a State, Territory or local government, including maintaining all qualifications, permits, registrations and licences required for the lawful delivery of the Project; and
 - (b) any relevant Commonwealth policies and guidelines notified to it by the Commonwealth from time to time.

Compliance with Criminal Code

121. The Provider will advise its Personnel that they are Commonwealth public officials for the purposes of section 142.2 of the Criminal Code, and that this means that acting with the intention of dishonestly obtaining a benefit for any person is punishable by penalties, including imprisonment.
122. The Provider also acknowledges that giving false or misleading information to the Commonwealth is a serious offence under section 137.1 of the Criminal Code.

Dispute resolution

123. A party will not initiate legal proceedings against the other in relation to a dispute unless they have:
- (a) used reasonable endeavours to resolve the dispute by negotiation, and failed; and
 - (b) given the other party 20 business days notice of their intention to initiate legal proceedings.

124. The Provider must continue to perform its obligations under all Project Agreements despite any dispute.
125. The procedure for dispute resolution does not apply to action relating to termination, reduction in scope or urgent litigation.

Debt and interest

126. The Provider agrees to pay each amount owed or payable to the Commonwealth, or which the Commonwealth is entitled to recover from the Provider under a Project Agreement, including any interest, as a debt due to the Commonwealth without any further proof of the debt.
127. Where the Commonwealth notifies the Provider that an amount is to be paid or repaid to it, the Provider must make the payment or repayment within 20 business days of receiving the notice (or other time notified by the Commonwealth).
128. If the payment or repayment does not occur within 20 business days, the Provider agrees to pay interest on the amount outstanding after the due date, until the amount is paid in full.
129. Interest will be calculated at the general interest charge rate for a day determined under section 8AAD of the *Taxation Administration Act 1953* (Cth), on a daily compounding basis.
130. The Provider agrees that any obligation to pay interest under clauses 128 and 129 represents a reasonable pre-estimate of the loss incurred by the Commonwealth.

Transition

131. The parties acknowledge that a smooth transition from one project or provider to another is essential to achieving real outcomes for the relevant Indigenous community.
132. The Provider agrees to give reasonable assistance and cooperation to other providers or other interested parties to ensure a smooth transition at the beginning and end of each Project, and upon expiry or termination of a Project Agreement.
133. The Provider agrees to comply with all reasonable directions issued by the Commonwealth relating to transition (including requiring the Provider to transfer equipment or Assets to another provider).

Notices

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

Relationship between the Parties

136. A party is not by virtue of this Head Agreement or a Project Agreement the employee, agent or partner of the other party and is not authorised to bind or represent the other party.

Conflict of interest

137. The Provider must promptly notify the Commonwealth of any conflict of interest (actual, potential or perceived) that is relevant to a Project Agreement, and must take appropriate action to resolve the conflict to the Commonwealth's satisfaction.
138. The Provider must keep a conflict of interest register that includes the action taken to resolve the conflict and the outcome of that action.

Variation

139. The Head Agreement and any Project Agreements may only be varied in writing, signed by both parties.

Survival

140. The following clauses survive termination or expiry:
- (a) clauses in this Head Agreement – 16 (tax and invoices), 35 (subcontracting), 40 to 47 (assets), 52 to 58 (reports), 59 to 63 (access to premises and records), 80 (provider not entitled to amount or amount not spent in accordance with a Project Agreement), 81 (unspent Grant amounts), 98 to 101 (insurance), 102 to 103 (indemnities), 105 to 106 (intellectual property), 109 to 110 (media events and acknowledgement of Commonwealth support), 111 (privacy), 112 (confidentiality), 116 to 117 (record keeping), 126 to 130 (debt and interest), and 131 to 133 (transition); and
 - (b) any other clause in this Head Agreement or a Project Agreement which expressly or by implication from its nature is meant to survive.

Limitation of rights

141. The rights that any party has under a provision of this Head Agreement or any Project Agreement do not limit the rights it has under any other provision.

Jurisdiction

142. This Head Agreement and all Project Agreements are governed by the law of the Australian Capital Territory.

DEFINITIONS

143. In this Head Agreement and all Project Agreements, unless the contrary appears:

Adjustable Value means the cost of an Asset less its decline in value determined in accordance with the Australian Taxation Office Guide to Depreciating Assets 2014, as amended or replaced from time to time.

Agreement Material means all Material created by the Provider for the purpose of this Head Agreement or a Project Agreement, and includes all reports.

Asset means, unless a Project Schedule states otherwise, any item of real or personal property that has a value or acquisition cost of \$5,000 (excluding GST) or more, and is either:

- (a) Leased or purchased (all or part) using a Grant; or
- (b) transferred to the Provider for the purpose of delivering a Project.

Capital Works Grant means a Grant payable under a Project Schedule - Capital Works.

Confidential Information means:

- (a) information that is described in a Project Schedule as confidential;
- (b) information that the parties agree in writing after the date of this Head Agreement to be confidential for the purpose of this Head Agreement or a Project Agreement; and/or
- (c) Secret and Sacred Material.

Commonwealth includes, where relevant, its officers, employees, contractors and agents.

Commonwealth Material means any Material provided by the Commonwealth to the Provider for the purpose of this Head Agreement, or a Project Agreement, or that is copied or derived from that Material.

Creative Commons Attribution (CC BY) licence is the CC BY licence 4.0, the terms of which are available on the Creative Commons website: <http://creativecommons.org/licenses/by/4.0/legalcode>.

Criminal Code means the Schedule to the *Criminal Code Act 1995* (Cth).

Existing Material means Material developed independently of this Head Agreement or a Project Agreement and which is incorporated in, or supplied as part of, any Agreement Material.

Grant means:

- (a) the money, or any part of it, payable by the Commonwealth to the Provider for a Project under a Project Schedule; and
- (b) any interest earned on a Grant.

GST law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), and **GST** has the same meaning as in that Act.

Indigenous Grants means all funding and grants payable to the Provider and which are administered by the National Indigenous Australians Agency.

Indigenous Grant Agreements means any agreement between the Provider and the Commonwealth under which an Indigenous Grant is payable.

Indigenous Organisation means an entity that meets the Indigeneity requirement specified in subsection 29-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).

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)).

Key Personnel means any persons identified as key personnel in a Project Schedule.

EXECUTION PAGE

Executed as a Deed

Commonwealth:

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

TANYA MALHOUSE

(Name of Commonwealth Representative)

s47F

(Signature of Commonwealth Representative)

REGIONAL MANAGER, STHOLD.

(Position of Commonwealth Representative)

11/6/20

s22

(Name of Witness In full)

s22

(Signature of Witness)

11/6/2020

Provider:

SIGNED, SEALED and DELIVERED for and on behalf of Wulli Wulli Nation Aboriginal Corporation, ABN 66 144 335 884 in accordance with its rules:

s11C

(Name and position held by Signatory)
DIRECTOR/TREASURER

(Signature)

12/06/2020

s11C

(Name and position held by second Signatory /

Name of Witness)

DIRECTOR/SECRETARY

(Signature of second Signatory / Witness)

12/06/2020



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, but does not include Secret and Sacred Material.

Personal Information has the same meaning as in the *Privacy Act 1988* (Cth).

Personnel means a party's officers (including all directors and board members), employees, agents, contractors, subcontractors and volunteers.

Project means all activities and tasks specified for a Project in a Project Schedule for which a Grant is payable.

Project Agreement means an agreement between the Commonwealth and the Provider formed in accordance with clauses 4 and 5 of the Head Agreement.

Project Agreement End Date means the date specified as the Project Agreement End Date in the relevant Project Schedule.

Project Agreement Start Date means the date specified as the Project Agreement Start Date in the relevant Project Schedule.

Project End Date means the date specified as the Project end date for a Project in a Project Schedule.

Project Schedule means the schedule to a Project Agreement that contains the details of one or more Projects and Grants.

Project Start Date means the date specified as the Project start date for a Project in the Project Schedule.

Provider includes, where relevant, its Personnel.

Secret and Sacred Material means all information and knowledge of special religious, spiritual or customary significance considered to be secret, exclusive or restricted by an Aboriginal person or according to Aboriginal tradition as defined in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth).

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.

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

**PROJECT SCHEDULE –
GENERAL GRANTS
JOBS LAND AND ECONOMY PROGRAMME**

Executed by

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

AND

Wullli Wullli Nation Aboriginal Corporation (ABN 66 144 335 684)

Grant System Agreement number (System ID)	4-E9ZUE5U
Project Schedule reference number (System ID)	4-E9ZUEEK
Provider reference number (System ID)	4-CWO4TWC

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Requests for other license rights to this work should be directed to the National Indigenous Australians Agency

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:

 this Project Schedule;

 the Head Agreement; and

 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-E9ZUEFC	Wulli Wulli Capacity Building Project

2. List of Grants

Project ID – Project name	Amount (excl GST)	SACS (if applicable)	GST (if applicable)	Total (incl GST)
4-E9ZUEFC Wulli Wulli Capacity Building Project	\$1,174,800.00	\$0.00	\$117,480.00	\$1,292,280.00
TOTAL	\$1,174,800.00	\$0.00	\$117,480.00	\$1,292,280.00

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

1. Interpretation

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

2. Programme

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

4. Overview

- 4.1 The Provider is:

Provider	Details
Full legal name	Wulli Wulli Nation Aboriginal Corporation
Trading name	Wulli Wulli Nation Aboriginal Corporation
ABN, ICN, ACN or other identifier	66 144 335 684

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

Project Agreement Start Date	The date that this Project Schedule is signed by the last party to do so.
Project Agreement End Date	31 October 2022 or earlier termination date.

5. Strengthening Organisational Governance - one-off payment

- 5.1 If the Provider has been required to become incorporated pursuant to clauses 64 to 68 of the Head Agreement, the Commonwealth will pay a one-off payment of \$10,000 (excl GST) following:
- (a) the Provider changing its incorporation status in accordance with clauses 64 to 68 of the Head Agreement; and
 - (b) the Commonwealth receiving proof of the change in incorporation status.
- 5.2 The parties agree that this payment represents a genuine pre-estimate of the costs likely to be incurred by the Provider in complying with the incorporation requirement, and that the Commonwealth is not liable for any further amount. This payment is a one-off payment and will be made only if the Provider has not received a similar payment under another Project Agreement.
- 5.3 The payment provided for under Part 2 item 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	National Australia Bank (NAB), North Ipswich, Cnr Down St and The Terrace
BSB number	s11C
Account name	
Account number	

7. Tax and invoices

(Clauses 16 to 19 of the Head Agreement)

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

- 7.3 Each invoice issued by the Provider must contain:
- (a) the words 'tax invoice' or 'invoice', whichever is relevant, stated prominently;
 - (b) the Provider's name and ABN;
 - (c) the Commonwealth's name and address;
 - (d) the date of issue of the tax invoice or invoice;
 - (e) the name of the Project and this Project Schedule reference number (if any);
 - (f) the total amount payable (including GST if it is a taxable supply); and
 - (g) the GST amount shown separately, if it is a taxable supply.
- 7.4 An invoice issued by the Provider must not:
- (h) include amounts that are not properly payable under this Project Agreement; or
 - (i) relate to a payment or include an amount in relation to which the Commonwealth has exercised its rights under clauses 79 - 81 (Withholding, Provider not entitled to amount or amount not spent in accordance with a Project Agreement, Unspent Grant amounts), 84 (Breach of Project Agreement), or 88 - 91 (Termination or reduction in scope - for default) of the Head Agreement.
- 7.5 The Commonwealth may require the Provider to reissue an invoice that does not meet the requirements of this Project Agreement.

8. Reporting

(Clauses 52 to 58 of the Head Agreement)

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

Report	Details
Performance report	Performance reports must detail the progress and performance of the Project during the reporting period, including against the outcomes, objectives and performance targets set out in this Project Schedule. If there are significant issues affecting the progress of the Project, the Performance report must specify the actions being taken to address the issues.
Expenditure report	<p>The following information must be provided:</p> <ol style="list-style-type: none"> 1. A Financial Declaration: <ol style="list-style-type: none"> a) verifying that the Grant was expended for the Project and in accordance with the Project Agreement; b) specifying any amount of the Grant that remains unspent for that Financial Year; and c) certified by the Provider's CEO, Board or authorised officer. <p>Financial declarations will be required only where requested by the Commonwealth. In accordance with clause 116 of the Head Agreement, Providers must keep full and accurate records relating to Grant expenditure.</p> <ol style="list-style-type: none"> 2. Expenditure Report

Report	Details
	<p>a) a detailed statement of income and expenditure relating to the Grant; and</p> <p>b) a financial declaration as referred to above.</p> <p>If audited, the report is to be audited in accordance with clauses 55-56 of the Head Agreement.</p> <p>Part 3 of this Project Schedule specifies whether the Expenditure report for a Project is to be unaudited or audited.</p>

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-E9ZUEFC - Wulli Wulli Capacity Building Project**2. Project Description**

2.1 The Provider must deliver the following Project:

Project description

The purpose of this Project is to develop and strengthen capability and capacity of Wulli Wulli Nation Aboriginal Corporation; enabling the governance, operations, skills and resources of the organisation to meet a growth in demand, and to enable the organisation's participation in, and activation of, further economic development opportunities. This will be achieved through business support, organisational capacity building, governance training and support, and systems review.

The Provider must use the Grant for the purpose of:

1. Governance Support (engage suitable expert/s consultant to):
 - 1.1 Review PBC compliance; associated governance processes; AGM's; Board Transition; update Constitution/Rule Book and associated procedures; development of Board Training Plan
 - 1.2 Provide accredited governance training to Board of Directors (Australian Institute of Company Directors / Diploma of Business Governance)
 - 1.3 Provide accredited and non-accredited governance training to emerging leaders of the PBC to support succession planning including leadership and development training
 - 1.4 Review policies and procedures of the business (including risk management, HR, WHS, Code of Conduct, Recruitment, Confidentiality, Asset Management, Financial Delegations, Conflict of Interest etc)
2. Business Support (engage suitable expert/s consultant to):
 - 2.1 Review existing organisational Strategic Plan
 - 2.2 Develop Business Plan
 - 2.3 Develop Annual Operational Plan
 - 2.4 Develop Communications Strategy
 - 2.5 Review and develop IT systems and purchase assets
 - 2.6 Develop Regional Economic Snapshot (RES – Economic Analysis)
 - 2.7 Develop Feasibility Study for Cultural Hub on Country and one further Feasibility Study opportunity
3. Capacity Building
 - 3.1 Engage ILUA Economic Development Project Officer
 - 3.2 Engage Financial Operations Manager
 - 3.3 Engage Land and Culture Manager (role to include coordination of cultural heritage works and establishment of Indigenous Rangers and Feral Animal Control programs)

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.M1 – Employment Numbers	Number of 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.	D106.01 – In-House Advisory Support	Number of individual businesses and organisations in the reporting period that received in-house advisory support. Source: Service provider.
7.	D106.02 - Professional Services	Number of individual businesses and organisations in the reporting period that received professional advice. Source: Service provider.
8.	D106.03 - Events / Activities	Number of individual events / activities run. Source: Service provider.
9.	D106.04 - Collaborative Partnerships	Number of third parties with whom a collaborative partnership has been formed. Source: Service provider.
10.	P106.08 - Quality of Support	At least 80 per cent of supported businesses are satisfied with the level of support received. Source: Service provider. Frequency: 12 monthly.

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	The date the last Party to sign this Project Agreement does so.

Project dates	Details
Project End Date	30 June 2022 or earlier termination date

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

5. Party representatives for notices

(Clauses 134 – 135 of the Head Agreement)

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

Commonwealth	Details
Contact officer / position for Project	s22 Adviser
Physical / postal address(es) for notices	Level1/36 East Street, Rockhampton, Qld 4700 PO Box 550, Rockhampton, Qld, 4700
Telephone	07 4837 0007
E-mail	s22 @official.niaa.gov.au

Provider	Details
Contact officer / position for Project	s11C
Physical / postal address(es) for notices	238 Kelvin Grove Road, KELVIN GROVE, QLD, 4059 PO Box 120, Red Hill, Qld, 4059
Telephone	07 3812 2395
Fax	n/a
E-mail	s11C @wulliwullicorporation.com.au

6. Location

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

Organisation venue name	Organisation venue address
Wulli Wulli Nation Aboriginal Corporation	238 Kelvin Grove Road, KELVIN GROVE, QLD, 4059

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
Non-audited Expenditure Report covering the period [01 January 2020 to 30 June 2020]	30 September 2020
Working with Vulnerable People - Annual Statement of Compliance (SOC) - Self Assessed -Risk Assessment - (if applicable) Evidence of compliance and training regime	31 October 2020
Performance Report covering the period [01 July 2020 to 31 December 2020].	15 January 2021
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	30 June 2021
Performance Report covering the period [01 January 2021 to 30 June 2021].	15 July 2021
Non-audited Expenditure Report covering the period [01 July 2020 to 30 June 2021].	30 September 2021
Working with Vulnerable People - Annual Statement of Compliance (SOC) - Self Assessed -Risk Assessment - (if applicable) Evidence of compliance and training regime	31 October 2021

Report	Due date
Performance Report covering the period [01 July 2021 to 31 December 2021].	15 January 2022
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	30 June 2022
Performance Report covering the period [01 January 2022 to 30 June 2022].	15 July 2022
Non-audited Expenditure Report covering the period [01 July 2021 to 30 June 2022].	30 September 2022

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)
12 June 2020	Within 20 business days of the Project Start Date	\$496,600	\$49,660	\$546,260
30 July 2020	Submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the Provider's performance	\$203,300	\$20,330	\$223,630
31 January 2021	Submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the Provider's performance	\$203,300	\$20,330	\$223,630
30 July 2021	Submission of satisfactory Performance report by the Provider and the Commonwealth being	\$135,800	\$13,580	\$149,380

Anticipated date	Description of event, outcome or performance target	Amount (excl GST)	GST	Total (incl GST)
	satisfied with the Provider's performance			
31 January 2022	Submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the Provider's performance	\$135,800	\$13,580	\$149,380
Total Grant payable:		\$1,174,800	\$117,480	\$1,292,280

9. Bank account details

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

Bank / institution name
BSB number
Account name
Account number

S11C

Activity ID 4-E9ZUEFC – Activity Title – Wulli Wulli Capacity Building Project Additional Conditions

The following additional conditions apply for this Project.

6. Nil

EXECUTION PAGE

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

Executed as an agreement:

Commonwealth

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

TANYA MALTHOUSE

(Name of Agency Representative)

s47F

(Signature of Agency Representative)

REGIONAL MANAGER, STH QLD

(Position of Agency Representative)

11 Dec 2020

s22

(Name of Witness in full)

s22

(Signature of Witness)

11 Dec 2020

Provider

Executed as an agreement:

SIGNED for and on behalf of Wullli Wullli Nation Aboriginal Corporation, ABN 66 144 335 684 in accordance with its rules:

Julie-Anne Eisenman

(Name and position held by Signatory)

Director / Treasurer

s11C

(Signature)

12 Dec 2020

KEN MILLER

(Name and position held by second Signatory /

Name of Witness)

DIRECTOR / SECRETARY

s11C

(Signature of second Signatory / Witness)

12 Dec 2020



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

13 October 2021

Mr Brian Clancy
Chairperson
Wullli Wullli Nation Aboriginal Corporation
Po Box 120
Red Hill Qld 4059

Via Email: secretary@wwnac.org

Dear Mr Clancy

Breach Notice under clause 82 of the Head Agreement for Indigenous Grants and removal of subcontractor

1. I am writing to you regarding the Project Agreement between Wullli Wullli Nation Aboriginal Corporation (your organisation) and the Commonwealth of Australia, represented by the National Indigenous Australians Agency (the Agency) (Grant System Agreement number 4-E9ZUE5U) dated 12 June 2020, relating to the Wullli Wullli Capacity Building Project (the Project).
2. The Head Agreement for Indigenous Grants (Head Agreement) and the Project Schedule (together, the Project Agreement) are attached as Schedules 1 and 2 to this Notice.

Background

3. The Agency granted \$1,292,280 (GST inclusive) (the Funding) to your organisation to deliver the Wullli Wullli Capacity Building Project in accordance with the Project Schedule. The Agency is concerned that your organisation has failed to deliver the activity in accordance with the Project Agreement.
4. The concerns regarding the delivery of the Project are primarily related to the failings of the sub-contracting arrangements with Indigenous Workstars Pty Ltd (IWS). This includes your organisation:
 - a. Making advance payments to IWS prior to works being delivered;
 - b. Not managing accounts and financial records so that all expenditure of grant funds are clearly identifiable;
 - c. Not delivering the Project in accordance with the project description including:
 - The grant funded employment positions that include an ILUA Economic Development Project Officer, Financial Operations Manager and Land and Culture Manager having been filled by IWS personnel rather than employees of your organisation; and
 - Failing to deliver key documents including the Business Plan, Annual Operational Plan, Communications Strategy, Regional Economic Snapshot (RES – Economic Analysis), Feasibility Study for Cultural

Hub on Country and the review of the existing organisational Strategic Plan.

- d. Failing to submit timely and accurate performance reports i.e. the Progress Reports for the period 1 July – 31 December 2020 and 1 January – 30 June 2021 do not contain sufficient information for assessment by the Agency.

Removal of subcontractor under clause 36 of the Head Agreement

5. Under clause 36 of the Head Agreement the Agency is hereby directing your organisation to remove IWS from the Project. The reasons for this direction are detailed in the paragraph above and include subsequent breaches of the Funding Agreement as detailed in paragraph 6 below. Your organisation must ensure IWS or IWS personnel cease all further involvement in, and return all relevant documentation relating to, the Project and to arrange a replacement sub-contractor/consultant that is acceptable to the Agency to deliver on these aspects of the Project. You will be required to obtain prior written approval by the Agency for the new sub-contractor under clause 33 of the Head Agreement.

Breach Notice under clause 82 of the Head Agreement

6. In accordance with clause 82 of the Head Agreement the Agency hereby gives notice that it considers your organisation has failed to comply with the following obligations under the Project Agreement:
 - a. Clause 13 of the Head Agreement: The provider must hold all unspent grant money in an account in its name and which it controls;
 - b. Clause 15 of the Head Agreement: The provider must manage its account and financial records so that all receipts and expenditure of each grant are clearly identifiable and ascertainable at all times;
 - c. Clause 20(a) of the Head Agreement: The provider must deliver the Project in accordance with the Project Agreement;
 - d. Clause 32 of the Head Agreement: The provider is responsible for ensuring each Project is conducted in accordance with the relevant Project Agreement, including any tasks undertaken by sub-contractors;
 - e. Clause 35 of the Head Agreement: The provider agrees to ensure that any subcontract entered into for the purpose of a Project Agreement is consistent with its obligations and the Commonwealth's rights under the Project Agreement; and
 - f. Clauses 52 & 53 of the Head Agreement: The provider must provide the reports set out in the Project Schedule and each report must be provided at the times, and contain the information, set out in the Project Schedule.

Risk Management and Performance Action Plan (RMPAP) under clause 71 of the Head Agreement

7. Under clause 72 of the Head Agreement the Agency will work with your organisation to develop the RMPAP in order to remedy the above breaches. It is anticipated the RMPAP will be finalised and signed off by your organisation and countersigned by the Agency within 20 business days of the date of this Notice.

Next steps

8. If your organisation does not comply with the requirements in this Notice to the Agency's reasonable satisfaction and within the timeframe specified in paragraph 7 above, the Agency may immediately exercise one or more of its rights in clause 84 and/or clauses

88-97 of the Head Agreement, including but not limited to, terminating the Project Agreement.

9. Please provide your organisation's response to this notice by email at compliance@niaa.gov.au within 10 business days of the date of this Notice.
10. If you have any questions or wish to discuss the matter please contact Andrew Plate by email at compliance@niaa.gov.au or (02) 6152 3429.
11. NIAA expressly reserves all of its rights and this Notice is not an acceptance of any breach or a waiver of any of NIAA's rights under either the Project Agreement or at law.

Yours sincerely

s22

s22

Director Compliance, Fraud and Complaints Intake
Program Compliance and Fraud Branch
National Indigenous Australians Agency

Released by the National Indigenous Australians Agency under FOI



Australian Government
National Indigenous
Australians Agency



NIAA

Brian Clancy
Secretary
Wulli Wulli Nation Aboriginal Corporation RNTBC
secretary@wnnac.org.au

Dear Mr Clancy

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-E9ZUEFC
Project Title	Wulli Wulli Capacity Building Project
Programme	1.1 - Jobs, Land and the Economy – Capacity Building
Acquittal Period	1/07/2020 to 30/06/2021

Financial Acquittal Details	Amount
Funding released for year	\$406,600.00
SACS Supplementation released for year	\$0.00
Prior year funds carried over	\$496,600.00
Prior year funds with offset carried over	\$0.00
Prior year overspend carried over	\$0.00
Activity generated income - interest	\$1,796.00
Activity generated income - other than interest	\$0.00
Total Value of Funds Acquitted for period ending 30/06/2021	\$904,996.00
Actual Approved Expenditure	\$137,276.00
Acquittal Balance (Positive Value if Underspend, Negative Value if Overspend)	\$767,720.00

Outcome	Comments (if applicable)	Approved Amount (ex GST)
Underspend - to be recovered by Debt invoice	Debt Invoice Number: 170000309	\$767,720.00

In addition to the amount shown above you will need to repay the GST component. Therefore the full amount of the unexpended funds for this Activity ID to be repaid is \$844,492.00 as per the attached tax invoice.

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.

OFFICIAL

OFFICIAL

Should you have any queries in regard to the above please do not hesitate to contact s22 on
s22 or GMUBrisbane@official.niaa.gov.au

Yours sincerely

s22

s22 Director

Grants Management Unit Queensland | Program Performance Delivery
National Indigenous Australians Agency

29/08/2022

OFFICIAL



Australian Government

National Indigenous Australians Agency

16 September 2022

Mr Brian Clancy
Chairperson
Wulli Wulli Nation Aboriginal Corporation
Po Box 120
Red Hill Qld 4059

Via Email: secretary@wwnac.org

Dear Mr Clancy

Debt owing from Wulli Wulli Capacity Building Project Agreement

1. I am writing to you regarding the debt owing from the Project Agreement between Wulli Wulli Nation Aboriginal Corporation (your organisation) and the Commonwealth of Australia, represented by the National Indigenous Australians Agency (the Agency) (Grant System Agreement number 4-E9ZUE5U and Project Schedule 4-E92UEEK) dated 12 June 2020, relating to the Wulli Wulli Capacity Building Project (the Project).

Background

2. A 2020-21 debt amount of \$767,720 (debt amount) has been raised under the Project Agreement. This debt results from the \$767,720 Wulli Wulli paid to Indigenous Work Stars (IWS) being acquitted as unapproved expenditure in that it did not result in the activity being delivered.
3. NIAA met with Mr William (Bill) O'Chee, from Himalaya Consulting, who has been engaged as a Project Manager, via Microsoft Teams on 1 September 2022 where Mr O'Chee queried if the debt could be reconsidered due to inroads being made to deliver the activity in 2021-22.

NIAA response on debt status

4. NIAA legal advice was sought and confirmed that the 2020-21 debt stands.
5. While the Project Agreement did not require the Project to be completed within the 2020-21 financial year, it specifically required Wulli Wulli to "hold unspent grants money in an account in its name and which it controls" in accordance with Clause 13 of the Head Agreement. If Wulli Wulli had complied with this obligation and not provided an advanced payment to IWS before work was delivered, it is likely that Wulli Wulli would have been able to properly acquit the grant funds that resulted in the debt amount and continue progressing the Project for the term of the Project Agreement.
6. Wulli Wulli's obligations to comply with the terms of the Project Agreement, specifically Clauses 13, 32 and 35 of the Head Agreement, clearly establish its responsibilities relating to the grant funds. Its failure to comply with those obligations, as outlined in the Breach Notice of 13 October 2021, does not absolve it of those obligations.
7. Wulli Wulli alone was responsible for ensuring compliance with the terms of the Project Agreement. Further, Clause 33 of the Head Agreement stipulates "The Provider agrees not to assign its rights or obligations under the Head Agreement or a Project Schedule or

subcontract any aspect of a Project". This means Wulli Wulli remains responsible for the actions of IWS and is therefore liable for the debt amount.

8. If you have any questions or wish to discuss this matter please contact compliance@niaa.gov.au.

Yours sincerely

s22

s22

Director Compliance, Fraud and Complaints Intake
Program Compliance and Fraud Branch
National Indigenous Australians Agency



Australian Government
National Indigenous Australians Agency

s11C

Cleary Hoare Solicitors

Email: s11C @clearyhoare.com.au

Cc: s11C @clearyhoare.com.au

Dear s11C ,

Thank you for your letter of 24 February 2023 seeking further clarification regarding National Indigenous Australians Agency's (NIAA's) correspondence dated 14 November 2022.

Please find below further information in relation to your questions.

What are the facts, matters and circumstances relied upon to form the assertion that the 'Acquittal Balance' was \$767,720? Who made the determination and on what basis?

On 19 July 2022 Wullli Wullli Nation Aboriginal Corporation (WWNAC) provided to the NIAA a Non-audited Statement of Grant Income and Expenditure for the period 1 July 2020 to 30 June 2021 (**the expenditure report**) in accordance with the Project Agreement (**copy attached**).

The total amount of grant funding to be acquitted for the 2020-2021 financial year was \$904,996.00, consisting of unspent funds carried over from the 2019-20 financial year, funds released by the NIAA in the 2020-2021 financial year, and interest earned on these amounts.

In the expenditure report, WWNAC stated that it had spent \$767,720.00 on consultants and contractors (Indigenous Work Stars Pty Ltd (**IWS**)) and \$137,276.00 on 'overheads other attributed costs'.

The NIAA advised WWNAC that it was in breach of clauses 13, 32 and 35 of the Head Agreement because WWNAC made the payment of \$767,720.00 to IWS and that amount had not been spent on the Project (as per the NIAA Breach Notice dated 13 October 2021 and letter dated 16 September 2022, attached).

NIAA subsequently met with Mr William O'Chee from Himalaya Consulting, who was engaged by WWNAC as a Project Manager on 1 September 2022. During the meeting, Mr O'Chee queried if the debt could be reconsidered due to WWNAC making inroads to deliver the activity in 2021-2022.

WWNAC subsequently submitted a detailed explanation of the administrative costs in the sum of \$137,276.00, which was accepted by NIAA as funding expended by WWNAC in accordance with the Project Agreement in the 2020-2021 period.

However, the amount of \$767,720.00 paid by WWNAC to IWS was determined by the NIAA not to have been spent by WWNAC on the Project in accordance with WWNAC's grant obligations.

By paying the funds to IWS, the NIAA determined that WWNAC was also in breach of its obligation under clause 13 of the Head Agreement to *"hold unspent grant money in an account in its name and which it controls"*.

The determination was made by the NIAA delegate in consultation with stakeholders within NIAA.

Why would NIAA pay \$767,720 more than what had been approved?

Funding was released to WWNAC as required under the Grant payments table at item 8.2 of the Project Schedule. On receiving the acquittal, NIAA assessed whether WWNAC spent the funds on the Project in accordance with the Project Agreement.

Does NIAA assert that our client has not used the funds for particular uses to which the funds were provided?

Yes. The NIAA paid the amount of \$767,720.00 to WWNAC only for the purpose of the Project and those funds remain unaccounted for - that is, WWNAC has not demonstrated in its acquittal documentation that this amount was spent only for the purpose of the Project.

WWNAC was solely responsible for complying with the terms of the Project Agreement and specific outcomes identified in the Project Description at item 2.1 of Part 3 to the Project Schedule. As the recipient of those funds and the party legally bound to comply with the Project Agreement, WWNAC remain legally responsible for the grant funds and is therefore liable for the resulting debt.

Does the purported debt relate to deliverables which are alleged to be not yet delivered?

The NIAA acknowledges the inroads made by WWNAC in 2021-22 to deliver the activity before the end date and understands the Project is now complete.

However, the NIAA reiterates that WWNAC has not provided the NIAA with any evidence that the \$767,720.00 was in fact spent on the Project and that amount remains a debt due to the Commonwealth which the NIAA is obliged to recover.

I trust the above information has answered your questions. Please contact me at compliance@niaa.gov.au if you have any further questions or require further information.

Regards

s22

s22

Director
Program Compliance and Fraud Branch
National Indigenous Australian's Agency

11 April 2023