

s22(1)

From: s47F
Sent: Friday, February 2, 2024 2:52 PM
To: s47F <s47F@jtacademy.com.au>
Cc: s47F <s47F@official.niaa.gov.au>; s47F <s47F@jtacademy.com.au>
Subject: NIAA - JT Academy FNQ Funding Agreement [SEC=OFFICIAL]

OFFICIAL

Dear s47F,

Thank you for returning my call. As per our discussion this email is to confirm the cessation of the agreement to deliver the activity JT Academy FNQ and the next steps involved.

On 3 June 2019, JT Academy Pty Ltd ABN 24 618 611 475 entered into an agreement with the National Indigenous Australians Agency ('NIAA'), Project Agreement, Project Schedule ID 4-C678V8K to deliver JT Academy FNQ, Activity ID 4-C678V8N. The agreement included a start date of 3 September 2019 and an end date of 30 June 2023. Refer to Part 3 Item 4 of the attached Project Schedule.

On date 25 October 2023 a deed of variation was agreed upon to extend the project end date to 31 December 2023 to allow use of unspent funds to continue services and to include additional reporting to cover the extended timeframe.

We confirm, in line with the agreement, the project end date was 31 December 2023 and the project activity should have been concluded as of this date. We confirm that no further expenditure should occur against this grant, except where the expense was incurred as part of the activity leading up to December 31 2023 and this expenditure will need to be confirmed through the final audited acquittal report due 30 September 2024.

Please note that a number of obligations and requirements under the Project Agreement survive the expiry of the Project Agreement, including submitting any outstanding reports and compliance with the surviving clauses in the Head Agreement. Refer to clause 140 of your Head Agreement.

s37. Should you have any queries in this regard please contact s47F, email s47F@niaa.gov.au.

This advice does not preclude JT Academy applying for future funding. Any funding application will be assessed on the merits of the application, the demonstrated need and in line with funding available at the time.

As discussed, I will confirm the details of the reporting requirements to close out the activity and come back to you.

Should you wish to discuss further please contact me.

Kind regards,

s47F | Acting Engagement Director

Cairns and surrounds | North Queensland Region | Eastern Group

National Indigenous Australians Agency

p. s47F m. s47F

e. s47F@official.niaa.gov.au

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

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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.



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Australian Government

National Indigenous Australians Agency

PROJECT SCHEDULE – GENERAL GRANTS CHILDREN AND SCHOOLING PROGRAMME

Executed by

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

AND

JT Academy Pty Ltd (ABN 24 618 611 475)

Grant System Agreement number (System ID)	4-C678V7X
Project Schedule reference number (System ID)	4-C678V8K
Provider reference number (System ID)	4-7P8ADJI

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Version: 8, 03 July 2019

How this Project Schedule works

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

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

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

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

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

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

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

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

PART 1: PROJECT AND GRANT SUMMARY

1. List of Projects

Project ID	Project name
4-C678V8N	JT Academy FNQ

2. List of Grants

Project ID – Project name	Amount (excl GST)	SACS (if applicable)	GST (if applicable)	Total (incl GST)
4-C678V8N - JT Academy FNQ	\$2,500,000.00	0.00	\$250,000.00	\$2,750,000
TOTAL	\$2,500,000.00	0.00	\$250,000.00	\$2,750,000

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 Children and Schooling Programme.

3. Programme outcomes

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

Programme outcomes

- Support families to give children a good start in life through improved early childhood development, care, education and school readiness.
 - Get children to school.
 - Improve literacy and numeracy.
 - Support successful transitions to further education and work.
- 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	JT Academy Pty Ltd
Trading name	Johnathan Thurston Academy
ABN, ICN, ACN or other identifier	24 618 611 475

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

Project Agreement Start Date	The date that the last Party to sign this Project Agreement does so.
Project Agreement End Date	30 April 2023 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 5.1 is a Grant for the purpose of this Project Agreement.

6. Bank account details

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

Bank / institution name	s47G	
BSB number		
Account name		
Account number		

7. Tax and invoices

(Clauses 16 to 19 of the Head Agreement)

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

7.3 Each invoice issued by the Provider must contain:

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

7.4 An invoice issued by the Provider must not:

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

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

Reporting

(Clauses 52 to 58 of the Head Agreement)

7.6 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;</p> <p>b) a definitive statement about whether the financial accounts are true and fair; and a statement of the balance of the bank account referred to in clause 13 of the Head Agreement and whether there are any unexpended Grant funds; and</p> <p>c) a statement confirming whether the Grant was expended for the Project and in accordance with the Project Agreement.</p> <p>If unaudited, the report is to be certified by the Provider's CEO, Board or authorised officer.</p> <p>If audited, the Expenditure 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-C678V8N – JT ACADEMY FNQ

2. Project description

2.1 The Provider must deliver the following Project:

Project description**A. Overview**

S47G

B. Maintaining Records and Data

13. The Provider must maintain records for all statistics and is required to monitor progress against KPIs.
14. Section 6.1 of this Schedule provides further detail on reporting requirements and due dates.

C. Community specific requirements**Yarrabah**

15. The provider must work collaboratively with the Yarrabah Leadership Forum (YLF) to ensure that the program/project aligns to the Yarrabah Community Model and the underlying Pillars, in accordance with the YLF's mandate to better coordinate service delivery and collaborate with all services to Yarrabah. The provider must provide such support as is requested by the YLF and within the scope of this project to address the six Priority Pillars identified in the YLF Community Social Recovery Plan.
16. The provider must work collaboratively with the Remote Schooling Attendance Strategy Yarrabah (RSASY) and Yarrabah Clontarf.

Kowanyama

17. The provider must work collaboratively with the Kowanyama Aboriginal Shire Council (KASC) and Kowanyama State School (KSS) to ensure that the program/project aligns to the aspirations of the Kowanyama Community.

Thursday Island

18. The provider must work collaboratively with the Torres Strait Islanders Regional Education Council (TSIREC) and Tagai State College (TSC) to ensure that the program/project aligns to the aspirations of the Thursday Island.

Activity Work Plans

19. The Provider must develop an Activity Work Plan for each community, which must be developed through a co-design approach key stakeholder and the community. The Activity Work Plan must be reviewed and updated annually, in consultation with relevant communities.
20. Within two months from execution of this Agreement, a copy of the completed Activity Work Plan must be provided to the Agency.
21. The Activity Work Plan must detail however not limited to:
 - a) Clear actions, timelines and allocation of responsibilities to address and deliver on all aspects of the project;
 - b) Participant selection criteria, exit and follow-up strategy;
 - c) A marketing strategy to engage families of participants;
 - d) Engagement strategies whilst participants are in-school and outside of school;
 - e) Individual participants case management processes capturing baseline data in order to then measure successful movement/progress;
 - f) Referral process for a participant that is deemed 'at risk' by the provider;
 - g) A strategy to link with RSASY and Yarrabah Clontarf;
 - h) Agreement between participant/guardian and the provider to participate in the project;
 - i) Agreements between participants/guardian, RSASY, Clontarf and Yarrabah State School for the exchange of information that supports the child whilst participating in the project; and
 - j) A risk analysis and accompanying mitigation strategies to provide greater assurance of the successful delivery of the Project.

22. The progress of the Project against the agreed Activity Work Plan should be reviewed by the Provider quarterly through first and third quarter Co-Design Review Meetings for each year of the project. These are formal meetings with the Commonwealth and other co-design partners to review progress against the Activity Work Plan and consider whether there is a need for re-design.
23. In the event that progress appears to be insufficient to achieving the agreed outcomes, the Commonwealth and the Provider will work together to re-develop the project descriptions and schedule to ensure the project has the highest likelihood of meeting agreed outcomes. (Refer clauses 20-28 of Header Agreement).

D. Recruitment, Employment and Training

24. Unless otherwise agreed with the Commonwealth, the Provider will employ, at a minimum 3 JT Believe Officers per fortnight in 2019. Officer's will work, at a minimum, the equivalent of 1.2 Full Time Equivalent (FTE) positions in total (all hours worked by all Officers in the week).
 - a) Kowanyama – 0.4 FTE;
 - b) Yarrabah - 0.4 FTE; and
 - c) Thursday Island - 0.4 FTE.
25. Unless otherwise agreed with the Commonwealth, the Provider will employ, at a minimum 3 JT Believe Officers per fortnight from 2020 onwards. Officer's will work, at a minimum, the equivalent of 2.4 Full Time Equivalent (FTE) positions in total (all hours worked by all Officers in the week).
 - a) Kowanyama – 0.8 FTE;
 - b) Yarrabah - 0.8 FTE; and
 - c) Thursday Island - 0.8 FTE.
26. The Provider must meet the employment targets set out in this Project Agreement. All JT Believe Officers must be Indigenous.
27. The Provider must provide adequate supervision, training, guidance and support to JT Believe Officers to allow them to undertake their duties, in accordance with this Project Agreement.

E. Evaluation and policy

28. The Provider must develop a reward and incentives policy for the activity, to be agreed in writing by the Commonwealth. This policy should consider how rewards will be used alongside other strategies, to ensure they build on the intrinsic/internal motivation of young people, and do not create long term dependencies.
29. The Provider must develop an evaluation framework for the project, to be agreed in writing by the Commonwealth. The evaluation framework should at a minimum include:
 - a) a 'formative evaluation' activity to inform the design of the activity; and
 - b) an 'outcome evaluation' activity to measure the impact of the activity.
30. The Provider must engage an independent third party provider to undertake an evaluation of the the project.
31. The Provider must provide a copy of the final evaluation report for each stage of the evaluation to the Commonwealth.

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	60 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	D201.05- Number of Referrals	Number of referrals to appropriate referrals Source: Service Provider Frequency: 6 monthly.
7	D201.06 - Number of Events	Number of funded events held Source: Service Provider Frequency: 6 monthly.
8	P201.10 – Parent or Carer Feedback	80 per cent of parents or carers whose children attend the service agree the service has improved the child's language skills, social skills, confidence, health and/or learning outcomes. Source: Feedback Form. Frequency: 6 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 that the last Party to sign this Project Agreement does so.
Project End Date	31 December 2023

4.2 The Commonwealth may, at its sole discretion, offer to extend the Project Agreement End Date and/or any Project End Date by one or more extensions up to a maximum of one year by giving notice to the Provider at least 60 business days prior to the end of the relevant Project or Project Agreement End Date.

- 4.3 If the Provider accepts the Commonwealth's offer under clause 4.2, the terms of any such extension are to be documented by way of a deed of variation on terms acceptable to the Agency and such extension will only be effective upon the formal execution of the deed of variation by the Commonwealth and the Provider.

5. Party representatives for notices

(Clauses 134 – 135 of the Head Agreement)

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

Commonwealth	Details
Contact officer / position for Project	S47F
Physical / postal address(es) for notices	
Telephone	
E-mail	

Provider	Details
Contact officer / position for Project	S47F
Physical / postal address(es) for notices	
Telephone	
E-mail	

6. Location

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

Organisation venue name	Organisation venue address
Yarrabah, Kowanyama Thursday Island	TBA

- 6.2 The Provider must use all reasonable efforts to obtain the right to access and use to the premises listed above, including negotiating any leases, licences, permits or other arrangements.

- 6.3 If the Provider has been unable to obtain a right to access and use the premises listed above within 30 calendar days of the Project Start Date, it must obtain access to an appropriate alternative location that has been approved by the Commonwealth within a further 30 calendar days.

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
2020 Activity Work Plan	15 January 2020
2020 Budget	15 January 2020
Performance Report covering the period 1 July 2019 – 30 June 2020	15 July 2020
Annual site visit	1 October 2020
Audited Financial Acquittal/Expenditure Report covering the period 1 July 2019 – 30 June 2020	1 October 2020
Annual statement of compliance with WWVP legislation	31 October 2020
2021 Activity Work Plan	15 January 2021
2021 Budget	15 January 2021
Un-audited Financial Acquittal/Expenditure Report covering the period 1 July 2020 – 31 December 2020	31 March 2021
First Evaluation Report	31 March 2021
Performance Report covering the period 1 July 2020 – 30 June 2021	15 July 2021
Annual site visit	30 September 2021
Audited Financial Acquittal/Expenditure Report covering the period 1 July 2020 – 30 June 2021	30 September 2021
Annual statement of compliance with WWVP legislation	31 October 2021
2022 Activity Work Plan	14 January 2022

Report	Due date
2022 Budget	14 January 2022
Un-audited Financial Acquittal/Expenditure Report covering the period 1 July 2021 – 31 December 2021	31 March 2022
Performance Report covering the period 1 July 2021 – 30 June 2022	15 July 2022
Annual site visit	30 September 2022
Audited Financial Acquittal/Expenditure Report covering the period 1 July 2021 – 30 June 2022	30 September 2022
Final Evaluation Report	30 September 2022
Annual statement of compliance with WWVP legislation	31 October 2022
2023 Activity Work Plan	13 January 2023
2023 Budget	13 January 2023
Un-audited Financial Acquittal/Expenditure Report covering the period 1 July 2022 – 31 December 2022	31 March 2023
Final Performance Report covering the period 1 Jan 2023 to the Project End Date.	29 September 2023
Audited Financial Acquittal/Expenditure Report covering the period 1 July 2022 – 30 June 2023	29 September 2023

8. Grant payments

(Clauses 11 and 12 of the Head Agreement)

- 8.1 The Provider must use the Grant only for the purpose of this Project.
- 8.2 Grant payments will be made on the occurrence of the following events, outcomes or performance targets and subject to the terms and conditions of this Project Agreement:

Anticipated date	Description of event, outcome or performance target	Amount (excl GST)	GST	Total (incl GST)
23 September 2019	Within 20 business days of the Project Start Date	\$312,500.00	\$31,250.00	\$343,750.00

Anticipated date	Description of event, outcome or performance target	Amount (excl GST)	GST	Total (incl GST)
29 January 2020	Submission of 2020 Activity Work Plan and Budget and Commonwealth being satisfied that the Provider is making satisfactory progress delivering the Project and meeting the performance targets	\$312,500.00	\$31,250.00	\$343,750.00
29 July 2020	Submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the Provider's performance	\$156,250.00	\$15,625.00	\$171,875.00
30 October 2020	Submission of satisfactory Audited Financial Acquittal and the Commonwealth being satisfied with the Provider's Financial performance. Commonwealth being satisfied that the Provider is making satisfactory progress delivering the Project and meeting the performance targets	\$156,250.00	\$15,625.00	\$171,875.00
29 January 2021	Submission of 2021 Activity Work Plan and Budget and Commonwealth being satisfied that the Provider is making satisfactory progress delivering the Project and meeting the performance targets	\$156,250.00	\$15,625.00	\$171,875.00

Anticipated date	Description of event, outcome or performance target	Amount (excl GST)	GST	Total (incl GST)
30 April 2021	Submission of satisfactory un-audited Financial Acquittal and the first evaluation report and the Commonwealth being satisfied with the Provider's Financial performance. Commonwealth being satisfied that the Provider is making satisfactory progress delivering the Project and meeting the performance targets.	\$156,250.00	\$15,625.00	\$171,875.00
29 July 2021	Submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the Provider's performance	\$156,250.00	\$15,625.00	\$171,875.00
29 October 2021	Submission of satisfactory Audited Financial Acquittal and the Commonwealth being satisfied with the Provider's Financial performance. Commonwealth being satisfied that the Provider is making satisfactory progress delivering the Project and meeting the performance targets	\$156,250.00	\$15,625.00	\$171,875.00
31 January 2022	Sumission of 2022 Activity Work Plan and Budget and Commonwealth being satisfied that the Provider is making satisfactory progress delivering the Project and meeting the performance targets	\$156,250.00	\$15,625.00	\$171,875.00

Anticipated date	Description of event, outcome or performance target	Amount (excl GST)	GST	Total (incl GST)
22 April 2022	Submission of satisfactory un-audited Financial Acquittal and the Commonwealth being satisfied with the Provider's Financial performance. Commonwealth being satisfied that the Provider is making satisfactory progress delivering the Project and meeting the performance targets.	\$156,250.00	\$15,625.00	\$171,875.00
30 July 2022	Submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the Provider's performance	\$156,250.00	\$15,625.00	\$171,875.00
31 October 2022	Submission of satisfactory Audited Financial Acquittal and the final evaluation report and the Commonwealth being satisfied with the Provider's Financial performance. Commonwealth being satisfied that the Provider is making satisfactory progress delivering the Project and meeting the performance targets	\$156,250.00	\$15,625.00	\$171,875.00
31 January 2023	Submission of 2023 Activity Work Plan and Budget and Commonwealth being satisfied that the Provider is making satisfactory progress delivering the Project and meeting the performance targets	\$156,250.00	\$15,625.00	\$171,875.00

Anticipated date	Description of event, outcome or performance target	Amount (excl GST)	GST	Total (incl GST)
28 April 2023	Submission of satisfactory un-audited Financial Acquittal and the Commonwealth being satisfied with the Provider's Financial performance. Commonwealth being satisfied that the Provider is making satisfactory progress delivering the Project and meeting the performance targets.	\$156,250.00	\$15,625.00	\$171,875.00
Total: 2019-23		\$2,500,000	\$250,000	\$2,750,000
Total Grant payable:		\$2,500,000	\$250,000	\$2,750,000

9. Bank account details

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

Bank / Institution name	s47G	
BSB number		
Account name		
Account number		

4-C678V8N – JT Academy FNQ – Additional Conditions

The following additional conditions apply for this Project.

10. 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:

s47F

(Name of Agency Representative)

(Signature of Agency Representative)

s47F

(Position of Agency Representative)

3.9.2019

s47F

(Name of Witness in full)

s47F

3.9.2019

Provider

Executed as an agreement:

SIGNED, SEALED and DELIVERED for and on behalf of JT Academy Pty Ltd 24 618 611 475 in accordance with its rules:

s47F

(Name and position held by Signatory)

s47F

(Signature)

s47F

3.9.19

s47F

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

(Signature or second Signatory / Witness)

3.9.2019

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**

**DEED OF VARIATION NO. 3 TO
PROJECT AGREEMENT**

between

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

AND

JT Academy Pty Ltd, (ABN 24 618 611 475)

Head Agreement reference number (system ID)	4-C678V7X
Project Schedule reference number (system ID)	4-C678V8K
Provider reference number (system ID)	4-7P8ADJI

DEED OF VARIATION

Date

This Deed of Variation is made on 25 October 2023.

Parties

This Deed of Variation is made between and binds the following Parties:

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

and

JT Academy Pty Ltd (ABN 24 618 611 475), PO Box 559 Hamilton QLD 4007
(**the Provider**)

- A. The Parties entered into a Head Agreement for Indigenous Grants dated 3 September 2019 (**Head Agreement**).
- B. The Parties entered into a Project Schedule – Children and Schooling dated 3 September 2019 (**the Project Schedule**).
- C. The Head Agreement and the Project Schedule created a separate Project Agreement dated 3 September 2019 (**the Project Agreement**).
- D. The Parties entered Variation No 1, agreed on 26 March 2020 to vary the Project Agreement to amend the incorrect reporting dates.
- E. The Project Agreement was varied again on the 3 June 2022 to recover unspent funds as agreed following the grant acquittal outcome for the 2019-2020 financial year. Variation No 2 was implemented to recover unspent funds of \$22,996.00.
- F. The Parties now wish to amend Project Agreement as set out in the Variation Agreement No 3. The Project End Date is varied to 31 December 2023 and the Project Agreement End Date is varied to 30 November 2024. Additional reporting requirements have been included to cover this extension period.
- G. The Project Agreement requires that a variation be in writing and signed by both Parties.

IT IS AGREED as follows:**1. Interpretation**

- 1.1 Unless the contrary intention appears, words used in this Deed of Variation have the same meaning as in the Project Agreement.

2. Commencement

- 2.1 This Deed of Variation commences on the date the last Party to sign this Agreement does so.

3. Variation of the Project Agreement

- 3.1 The Project Agreement is amended as set out in this clause 3.
- 3.2 In Part 3 (4-C678V8N JT Academy FNQ) item 4.1 (Duration of Project), replace the current Project End Date with new Project End Date of 31 December 2023.

Project dates	Details
Project Start Date	1 July 2019
Project End Date	30 June 2023 31 December 2023 or earlier termination date

- 3.3 In Part 2 item 4.2 replace the Project Agreement End Date with 30 November 2024.

Project Agreement Start Date	The date that the last Party to sign this Project Agreement does so.
Project Agreement End Date	30 October 2023 or earlier termination date 30 November 2024 or earlier termination date

3.4 In Part 3 (4-C678V8N JT Academy FNQ) item 6.1 (Reporting), delete the existing table and replace with the following table:

Report	Due date
2020 Activity Work Plan	15 January 2020 Complete
2020 Budget	15 January 2020 Complete
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	30 June 2020 Complete
Performance Report covering the period from the 1 July 2019 to 30 June 2020	15 July 2020 Complete
Audited Expenditure Report covering the period from the 1 July 2019 to 30 June 2020	30 September Complete
Working with Vulnerable People <ul style="list-style-type: none"> - Annual Statement of Compliance (SOC) - Self-Assessed – Risk Assessment - Evidence of compliance and training regime 	31 October 2020 Complete
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	31 December 2020 Complete
2021 Activity Work Plan and Budget	15 January 2021 Complete
Performance Report covering the period from 1 July 2020 to 31 December 2020	15 January 2021 Complete
First Evaluation Report	31 March 2021 Complete
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	30 June 2021 Complete
Performance Report covering the period 1 January 2021 to 30 June 2021	15 July 2021 Complete
Audited Expenditure Report covering the period 1 July 2020 to 30 June 2021	30 September 2021 Complete

Working with Vulnerable People <ul style="list-style-type: none"> - Annual Statement of Compliance (SOC) - Self-Assessed – Risk Assessment Evidence of compliance and training regime	31 October 2021 Complete
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	31 December 2021 Complete
2022 Activity Work Plan and Budget	14 January 2022 Complete
Performance Report covering the period from 1 July to 31 December 2021	14 January 2022 Complete
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	30 June 2022 Complete
Performance Report covering the period 1 January 2022 to 30 June 2022	15 July 2022 Complete
Audited Expenditure Report covering the period 1 July 2021 to 30 June 2022	30 September 2022 Complete
Working with Vulnerable People <ul style="list-style-type: none"> - Annual Statement of Compliance (SOC) - Self-Assessed – Risk Assessment Evidence of compliance and training regime Annual Statement of compliance with WWVP legislation	31 October 2022 Complete
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	31 December 2022 Complete
2023 Activity Work Plan and Budget – Semester 1	14 January 2023 Complete
Performance Report covering the period from 1 July 2022 to 31 December 2022	14 January 2023 Complete
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	30 June 2023
2023 Activity Work Plan and Budget – Semester 2	14 July 2023

Performance Report covering the period 1 January 2023 to 30 June 2023	31 July 2023 Complete
Final Evaluation Report	30 September 2023
Audited Expenditure Report covering the period 1 July 2022 to 30 June 2023	30 September 2023
WWVP & WHS Statement of Compliance	31 October 2023
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	31 December 2023
Performance Report covering the period from 1 July 2023 to 31 December 2023	14 January 2024
Audited Expenditure Report covering the period 1 July 2023 to 31 December 2023	30 September 2024
WWVP & WHS Statement of Compliance	31 October 2024

4. Amendments

- 4.1 The only variations are those set out in this Deed of Variation. In all other respects, the Project Agreement remains unamended.

5. Inconsistency

- 5.1 If there is any conflict between the Project Agreement and this Deed of Variation the terms of this Deed of Variation prevail.

6. Date of Effect for the variation to the Project Agreement

- 6.1 The Project Agreement is varied with effect from the date on which the last Party to sign this does so.

7. Further Acts

- 7.1 Each Party must promptly execute all documents and do all things that the other Party from time to time reasonably requests to give effect to this Deed of Variation and all transactions incidental to it.

8. Costs

- 8.1 Each Party must pay its own costs in relation to finalising and executing this Deed of Variation and in relation to effecting any other document or thing required to give effect to this Deed of Variation.

9. Applicable law

- 9.1 This Deed of Variation is to be construed in accordance with, and governed by, the laws of the Australian Capital Territory.

Executed by the parties 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 (ABN 30 429 895 164) by its duly authorised delegate:

s47F

(Name of Commonwealth Representative)

s47F

(Signature of Commonwealth Representative)

s47F

(Position of Commonwealth Representative)

s47F

27.10.2023

s47F

(Name of Witness in full)

s47F

(Signature of Witness)

Provider:

SIGNED, sealed and delivered for and on behalf of (JT Academy Pty Ltd Bowen Hills), (ABN 24 618 611 475) in accordance with its rules:

s47F

s47F

(Name and position held by Signatory)

(Signature)

19.10.2023

s47F

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

s47F

(Signature of second Signatory / Witness)

23.10.23

Notes about the signature block:

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