



Australian Government
National Indigenous Australians Agency

s47F

Chief Executive Officer
 Nintiringanyi Indigenous Corporation
 16-18 McCormack Street
 Mooroolbool QLD 4870

Dear s47F

Congratulations on being offered grant funding from the Indigenous Advancement Strategy (IAS) through the National Indigenous Australians Agency (the Agency).

As part of the IAS funding process and consistent with the collaborative approach to risk and compliance management, the Agency develops and maintains two risk assessments for all organisations that receive grant funding under the IAS. The first is an Organisation Risk Profile (ORP) and the second is an Activity Risk Assessment (ARA).

An ORP informs the Agency's agreement management approach and considers your organisation's governance, financial management and service delivery history, based on performance and risk information available to the Agency at the time of assessment.

The ARA builds on the ORP and informs the Agency's agreement approach for the funded activity. The ARA determines the grant agreement requirements, management approaches and controls that apply to the activity.

The ARA is determined by applying the organisation risk rating, the annual value of the grant, and the nature of the activity being funded to a risk matrix. A particular organisation risk rating will not necessarily translate to a similar ARA rating, because the value of the grant and/or the nature of the activity may be the factors that lead to a higher or lower ARA rating.

Staff from your local Agency office have developed your organisation's risk profile, noting your organisational strengths as well as any potential concerns. These have contributed to your organisation's current overall risk rating.

An ORP for Nintiringanyi Indigenous Corporation was completed on 11/01/2021 and the overall risk rating is s47G .

The following activity has been approved for grant funding:

Activity Title:	Nintiringanyi Indigenous Corporation
Duration:	1/07/2021 – 30/06/2022
Grant Funding Amount:	\$467,570.74
ARA rating:	s47G

The ORP and ARA ratings will inform agreement negotiations with the Agency. Any potential risk issues identified will be discussed with you and we will work with you to agree a plan of action to address them.

Postal Address: PO Box 1599, Cairns Qld 4870
 Telephone: 07 4037 8600 www.niaa.gov.au ABN: 30 429 895 16

Your nominated Engagement Officer will be in contact with you soon to arrange a time to discuss your risk rating. If you have any immediate queries, you may direct them by email to s47F at s47F@official.niaa.gov.au

Yours sincerely

s47F

s47F
Director
Grants Management Unit Cairns

23 June 2021



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

Nintiringanyi Indigenous Corporation (ABN 75 931 956 386)

Grant System Agreement number (System ID)	4-G47FD2M
Provider reference number (System ID)	1-UX-192

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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	PO Box 1599, Cairns QLD 4870
Contact officer for Head Agreement	Marnie Wettenhall
Telephone	s47F
Email	fnqregion@official.niaa.gov.au
Registered for GST?	Yes, and can provide recipient created tax invoices
The Provider	
Full legal name	Nintirringanyi Indigenous Corporation
Trading or business name	Not Specified
ABN	75 931 956 386
Registered office (physical address)	14-16 McCormack Street, MOOROOBOOL, QLD, 4870
Address for service of notices (if different)	14-16 McCormack Street, MOOROOBOOL, QLD, 4870
Contact person for Head Agreement	s47F
Telephone	s47F
Email of contact person	s47F

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 (including any interest earned on a 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;
- 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);
- e) the Provider holds unspent Grant amounts that are additional to the requirements of the Project; or
- f) the Provider is unlikely to spend all of a Grant before the Project End Date,

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;
 - b) conduct police checks for Personnel engaging in the Project, that involve Vulnerable People in the State and/or Territory where the Projects are being conducted; and
 - c) 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, including all necessary Working with Children Checks.
- 29A. If a police check or any other check conducted pursuant to clause 29 establishes that Personnel engaging in the Project has:
 - (a) a Serious Offence record;
 - (b) pending charges for a Serious Offence; or
 - (c) is convicted of a Serious Offence during the Term,

the Provider must not involve, or must cease involving, that person in activities which form part of the Project which involve contact with Vulnerable Persons, unless otherwise directed by the Commonwealth and must use its best endeavours to involve the relevant Personnel in suitable alternative aspects of the Project.
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 in accordance with clause 29A;
 - (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 annually by a date, and in such form as will 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.
- 31A. If the Provider does not comply with clauses 29 to 30, the Commonwealth may immediately terminate the Head Agreement and/or any Project Agreement under clauses 88 to 91 (**Termination or reduction in scope – for default**).

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 must not sell, transfer, assign or otherwise dispose of any of its rights or obligations under the Head Agreement or Project Agreement in whole or in part without prior written approval from the Commonwealth, and any approval will not relieve the Provider of its obligations and responsibilities of its obligations under the Head Agreement or Project Agreement.
- 33A. The Provider must not subcontract any aspect of a Project, including any Material Subcontractor, 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), clauses 102 to 103 (indemnities) and clauses (118 to 119C) (**Work health and safety**).
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.
- 36A. The Commonwealth may approve any aspect of a Project under a Project Agreement being provided by one or more Material Subcontractors.
- 36B. A subcontractor will be a Material Subcontractor if, in the Commonwealth's reasonable opinion, the subcontractor:
- (a) performs a significant role in relation to the Project;
 - (b) performs any aspect of a Project that the Commonwealth considers to be material in nature;

- (c) undertakes a significant proportion of a Project (including a significant proportion of a provider service area); or
- (d) is essential to the Provider being able to provide the Project so as to meet the requirements of the Project Agreement.

36C. Before any aspect of a Project is performed by a Material Subcontractor, the Provider must:

- (a) provide the Commonwealth with the following information regarding each proposed Material Subcontractor;
 - i) legal name, registration number and registration status;
 - ii) address and contact details;
 - iii) the scope of the proposed Project to be performed;
 - iv) the geographical location in which the proposed Project will be performed; and
 - v) any other information requested by the Commonwealth.
- (b) provide the Commonwealth with a Deed Poll, in the form set out in ANNEXURE 1 – FORM OF MATERIAL SUBCONTRACTOR DEED POLL or as otherwise agreed by the Commonwealth, which has been signed by the Material Subcontractor; and
- (c) obtain the Commonwealth's prior written approval for the use of the Material Subcontractor. Any entities described as Material Subcontractors in a Project Schedule have been approved by the Commonwealth.

36D. Where a Project Agreement requires the Provider to take an action or refrain from taking an action in relation to a Project, the Provider must ensure that a Material Subcontractor takes that action, or refrains from taking that action, so that it at all times complies with the Project Agreement when performing the Project.

Terms and conditions of Material Subcontracts

36E The Provider must enter into a Material Subcontract with each Material Subcontractor which contains terms acceptable to the Commonwealth. Every Material Subcontract must:

- (a) be in writing and validly executed by both parties;
- (b) place obligations on the Material Subcontractor in respect of the Project to be provided by it that are equivalent to the Provider's obligations under the Project Agreement, and consistent with the Commonwealth's rights under the Project Agreement;
- (c) include a right for the Provider to provide a copy of the Material Subcontract to the Commonwealth, if requested; and
- (d) without limiting clause 36E(b), include the following contractual terms:
 - (i) the right for the Provider to terminate the Material Subcontract with immediate effect, and without penalty (to reflect the Commonwealth's ability to revoke approval of the Material Subcontractor under clause 36 (Removal of a subcontractor (including a Material Subcontractor)));
 - (ii) an agreement to comply with the requirements of the Head Agreement in relation to the provision of the Project which are the subject of the Material Subcontract;
 - (iii) an acknowledgement that the services provided under the Material Subcontract are ultimately being performed for the benefit of the Commonwealth;

- (iv) an obligation for the Material Subcontractor to notify both the Commonwealth and the Provider within 7 days of the following occurring:
 - (A) the Material Subcontractor commits a material breach of any law of the Commonwealth, State or Territory or local government;
 - (B) the Material Subcontractor becomes aware that an act or omission of the Material Subcontractor is being investigated by any Commonwealth, State or Territory or local government body; or
 - (C) the Material Subcontractor is unable to pay all its debts as and when they become due and payable.

36F. The Provider must also notify the relevant law enforcement authorities where clause 36E(d)(iv)(A) applies.

36G. The Provider:

- (a) must promptly provide a copy of the Material Subcontract, and other relevant information about a Material Subcontractor, to the Commonwealth upon request;
- (b) warrants that it has received express permission from the Material Subcontractor to disclose the Material Subcontract to the Commonwealth;
- (c) must ensure the Material Subcontractor is financially viable, and has the necessary skills and appropriate insurance to perform the subcontracted Project;
- (d) ensure that the Material Subcontractor is informed about all changes, and proposed changes, to the Head Agreement or Project Agreement which may affect the Material Subcontractor's obligations under its Material Subcontract or the Deed Poll;
- (e) must not, without the Commonwealth's prior written approval:
 - i. cease using an approved Material Subcontractor to provide the Project or terminate any Material Subcontract with an approved Material Subcontractor in connection with a Project Agreement; or
 - ii. change the scope of the Project provided by a Material Subcontractor, or the geographical location for performance of those Project, which have been approved by the Commonwealth in relation to an approved Material Subcontractor.

Removal of a subcontractor (including a Material Subcontractor)

36H. The Commonwealth may, on any reasonable ground, revoke approval of a subcontractor (including a Material Subcontractor), at any time by giving written Notice to the Provider. The Commonwealth will give written reasons for the revocation. The Provider must, at its own cost, ensure the subcontractor and subcontractor Personnel cease all further involvement in the delivery of Project and arrange a replacement that is acceptable to the Commonwealth within the timeframes reasonably required by the Commonwealth.

36I. A failure to comply with the requirements of clause 36H in relation to a Material Subcontractor or Material Subcontract constitutes an event of default under the relevant Project Agreement, and constitutes an event or circumstance identified for the purposes of clause 89 (**Termination or reduction in scope – for default**).

36J. The rights and remedies of the Commonwealth under any Project Agreement against the Provider for any default in the Provider's obligations under the Project Agreement are not affected or in any way diminished by any legal relationship between the Commonwealth and any Material Subcontractor, including any legal relationship established by the execution and delivery of the Deed Poll referred to in clause 36C(b) (**Material Subcontractors**).

Restructuring of Material Subcontracting arrangements

- 36K. If at any time the Commonwealth or the Provider considers that it would be more desirable for the provision of the Project to be restructured, so that this Head Agreement and/or a Project Agreement is novated to a Material Subcontractor, and the Provider becomes a Material Subcontractor under that novated Head Agreement and/or Project Agreement, then:
- (a) that party must notify the other party;
 - (b) as soon as practical, the parties must meet and consider the proposed arrangements for such a novation and subcontracting arrangement;
 - (c) the Provider must do all things necessary to facilitate the Material Subcontractor (and any other relevant subcontractors) being a part of those meetings and consideration; and
 - (d) the parties must endeavour to reach agreement on any restructuring, and then promptly document and implement that agreement.
- 36L. For clarity, the parties undertaking (or failing to undertake) the process in clause 36K does not affect any other rights of a party under the Head Agreement or Project Agreement.

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 including, if any, additional conditions regarding the Assets set out in any Project Schedule. 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 Territory 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.

Incorporation

68A. If the Provider is a body corporate it warrants that its constitution is not inconsistent with this Head Agreement or any Project Agreement and must provide a copy of its constitution to the Commonwealth upon request.

68B. If the Provider intends to amend its constitution or change its structure, management or operations in a way that could reasonably be expected to have an adverse effect on its ability to comply with the Project Agreement, the Provider must notify the Commonwealth as soon as possible.

68C. If the Provider alters its constitution, structure, management or operations in a way that the Commonwealth considers will affect the Provider's ability to comply with the Project Agreement, the Commonwealth may terminate the Head Agreement and/or any Project Agreement immediately under clause 88 (**Termination or reduction in scope – for default**).

Limits on employing certain persons

68D. Unless the Commonwealth has provided its prior written consent, the Provider must not employ, engage or elect any person to a role in its management, or financial administration, or to conduct the Project, if:

- (a) the person is an undischarged bankrupt;
- (b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
- (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
- (d) subject to Part VIIC of the *Crimes Act 1914* (Cth), the person has been convicted of an offence within the meaning of section 85ZM(1) of the Act unless:
 - (i) that conviction is regarded as spent under section 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);
 - (ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
 - (iii) the person's conviction for the offence has been quashed;
- (e) the person is or was a director or a person who occupied an influential position in the management or financial administration of an organisation that had failed to comply with the terms of any agreement with the Commonwealth and where the failure gave the Commonwealth the right to terminate the agreement; or
- (f) the person is otherwise prohibited from being a member, director, employee or responsible officer of the Provider's organisation.

- 68E. The Provider must take reasonable steps to satisfy itself that clauses 68D(a) to 68D(f) do not apply to anyone it has employed, engaged or elected (or to anyone it intends to employ, engage or elect) to a role in its management, or financial administration, or to conduct the Project. The Provider must provide information to the Commonwealth about those steps upon request, together with evidence that those steps have been taken.
- 68F. Where a person who fails, or is discovered as failing, within clause 68D is employed, engaged or elected by the Provider in a role in management or financial administration, or to conduct the Project, the Provider must:
- (a) transfer the person to a position that does not have a role in management or financial administration; or
 - (b) terminate the employment or engagement of the person or remove the person from office; and
 - (c) immediately notify the Commonwealth of the action taken.

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;
 - (i) holds unspent Grant amounts that are additional to the requirements of the Project; or
 - (ii) did not spend all of a Grant before the Project End Date,
- (b) the Commonwealth may by notice:
 - (i) direct the Provider to spend the amount for a purpose specified by the Commonwealth;
 - (ii) reduce a Grant payment under that or any other Project Agreement, up to the relevant amount; or
 - (iii) 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), clauses 29 to 31 (Working with Vulnerable Persons and policy and criminal history checks policy), or clauses 68A to 68C (Incorporation);
- (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. Where the circumstances set out in clause 90(b) apply, 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 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 12 years after the Project Agreement End Date or longer period required by legislation. For the avoidance of doubt, such records may be kept in electronic form, provided that such documents are:
- (a) securely stored in accordance with best industry practice and in a manner that ensures safety from destruction or loss, and retains confidentiality;
 - (b) immediately accessible or retrievable on request or as required by the Commonwealth; and
 - (c) backed up and copied in accordance with best industry practice.

Work health and safety

118. The Provider must:
- (a) ensure that appropriate work health and safety policies and procedures are in place at any premises, facilities or other locations that it is using to deliver a Project; and
 - (b) provide any information about the Project requested by the Commonwealth in relation to work health and safety.
- 118A. Before commencing each Project activity, the Provider must prepare a specific work health and safety plan for the activity, which at a minimum identifies risks associated with the activity, assesses those risks, and includes detail on how those risks are to be managed. All work health and safety plans must be consistent with applicable Commonwealth, State or Territory work health and safety laws, and any work health and safety requirements of the Commonwealth, a State, Territory or a local government.
- 118B. The Provider must make available to Personnel the equipment necessary to perform the Project activities.

118C. Where particular training or qualifications are required to perform a Project activity, the Provider must ensure that the Personnel who are to perform the activity have undertaken the training or have the qualifications.

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 WHS Act; 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.

119A. Where a Notifiable Incident arises in connection with the Project, the Provider must give to the Commonwealth:

- (a) notice of such incident and a copy of any written notice provided to the Regulator, as soon as possible but not later than 2 days after the Notifiable Incident has occurred; and
- (b) a report detailing the circumstances of the incident, the results of investigations into its cause, and any recommendations or strategies for prevention in the future, within 10 days.

119B. The Provider must cooperate with any investigation undertaken by the Commonwealth concerning any Notifiable Incident, or breach or alleged breach of the WHS Laws, or any audit of work health and safety performance, arising in respect of the Project.

119C. In carrying out its obligations under a Project Agreement, the Provider must:

- (a) for the purposes of clause 120(a), comply with any applicable Commonwealth, State or Territory work health and safety laws, and any work health and safety requirements of the Commonwealth, a State, a Territory or a local government; and
- (b) for the purposes of clause 120(b), comply with any Commonwealth work health and safety policies and guidelines notified to it by the Commonwealth from time to time in relation to the Provider's use of Commonwealth owned or controlled premises or facilities.

119D. The Provider must report to the Commonwealth on the Provider's compliance with clauses 118 to 119C annually by a date, and in such form, as will be specified by the Commonwealth.

119E. If the Provider does not comply with clauses 118 to 119D, the Commonwealth may immediately terminate the Head Agreement and/or any Project Agreement under clauses 82 to 91 (**Breach of Project Agreement and Termination or reduction in scope – for default**).

119F. To the extent permitted by law, the Commonwealth is not liable to the Provider for any loss or damage suffered in connection with the work health and safety of its Personnel.

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 may be Commonwealth public officials for the purpose of Division 142 of the Criminal Code and that Chapter 7 of the Criminal Code provides offences which attract substantial penalties, including for theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents and acting with the intention to dishonestly obtain 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 an offence punishable by imprisonment 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. 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.

Commonwealth includes, where relevant, its officers, employees, contractors and agents. **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.

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.

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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.

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.

Material Subcontractor means a subcontractor approved by the Commonwealth in accordance with clause 36A of the Head Agreement.

Notifiable Incident has the meaning given in the WHS Act.

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.

Regulator means the person who is the regulator or corresponding regulator within the meaning of the WHS Act.

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)*.

Serious Offence means a serious offence against a law of the Commonwealth, a State or a Territory as defined in the *Criminal Code Act 1995 (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.

WHS Act means the *Work Health and Safety Act 2011 (Cth)* any corresponding WHS Law within the meaning of section 4 of that Act.

WHS Laws means the WHS Act and WHS Regulations .

WHS Regulations means regulations made under a WHS Act.

Working with Children Check means the process in place pursuant to legislation relating to screening a person for their fitness to work with Children.

EXECUTION PAGE**EXECUTED AS A DEED**

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

M. Wetherhead
 (Name of Departmental Representative)

s47F

s47F

Regional Manager
 (Position of Departmental Representative)

9.7.2021

s47F

(Name of Witness in full)

s47F

(Signature)

9.7.2021

Provider:

SIGNED, SEALED and DELIVERED for and on behalf of Nintiringanyi Indigenous Corporation, ABN 75 931 956 386 in accordance with its rules:

s47F

(Name of Signatory)

s47F

8.7.21

Director

(Position held by Signatory)

s47F

(Name of second Signatory/ Name of Witness)

s47F

(Signature of second Signatory / Witness)

Director

(Position held by second Signatory/Witness)

8.7.21



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
SAFETY AND WELLBEING PROGRAMME**

Executed by

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

AND

Nintiringanyi Indigenous Corporation (ABN 75 931 956 386)

Grant System Agreement number (System ID)	4-G47FD2M
Project Schedule reference number (System ID)	4-G47FD2P
Provider reference number (System ID)	1-UX-192

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Version: August 2020

How this Project Schedule works

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

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

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

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

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

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

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

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

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

Project ID	Project name
4-G47FD4A	Cairns Indigenous Youth Empowerment Programme

2. List of Grants

Project ID – Project name	Amount (excl GST)	GST (if applicable)	Total (incl GST)
4-G47FD4A - Cairns Indigenous Youth Empowerment Programme	\$467,570.74	\$46,757.07	\$514,327.81
TOTAL	\$467,570.74	\$46,757.07	\$514,327.81

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 **Safety and Wellbeing** 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

Ensure that the ordinary law of the land applies in Indigenous communities.

Ensure Indigenous Australians enjoy similar levels of physical, emotional and social wellbeing as those enjoyed by other Australians.

- 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	
Full legal name	Nintiringanyi Indigenous Corporation
Trading name	Nintiringanyi Cultural Training Centre
ABN	75 931 956 386

- 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	29 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 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.

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	The following information must be provided: 1. A Financial Declaration: 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. Financial declarations will be required only where requested by the Commonwealth. In accordance with clause 116 of the Head Agreement, Providers must keep full and accurate records relating to Grant expenditure. 2. Expenditure Report a) a detailed statement of income and expenditure relating to the Grant; b) a financial declaration as referred to above. If audited, the report is to be audited in accordance with clauses 55-56 of the Head Agreement. Part 3 of this Project Schedule specifies whether the Expenditure report for a Project is to be unaudited or audited.

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-G47FD4A - Cairns Indigenous Youth Empowerment Programme

2. Project description

2.1 The Provider must deliver the following Project:

Project description

Programme Objectives

1. The overall objective of the Cairns Indigenous Youth Empowerment Programme (CIYEP) is to contribute to Closing the Gap Target 11 (By 2031, reduce the rate of Aboriginal and Torres Strait Islander young people (10-17 years) in detention by 30 per cent) by addressing high rates of youth crime and anti-social behaviour.
2. The project will aim to achieve the following outcomes:
 - a) reducing the underlying drivers of anti-social and offending behaviours,
 - b) reduced levels of recidivism by 75 per cent two years after the offence,
 - c) improved engagement or re-engagement in education, training, and/or employment (including as youth mentors for CIYEP),
 - d) enhanced health and wellbeing through active participation in the CIYEP, and enhanced lifestyle skills focussing on leadership, personal development and behavioural management.
3. To achieve these outcomes, CIYEP will deliver a range of culturally appropriate and trauma-informed activities to young people aged 12-25 years who are at risk of entering or re-entering the criminal justice system.
4. The primary aim of the activities is to prevent and divert young people from engaging in offending or anti-social behaviour that could lead to making contact with the justice system.

Project Delivery:

5. The Provider must deliver the CIYEP to an annual minimum of 60 Indigenous youth aged 12-25 living in Cairns, which includes:
 - a) Providing weekly sporting competitions, recreational activities and cultural activities, with a target of 90 per cent retention in the CIYEP at reporting intervals and 75 per cent reduced levels of recidivism two years after the offence;
 - b) Delivering skill-building workshops focussing on leadership, personal development and behavioural management to 10 – 15 Indigenous youth to ensure they are well equipped to undertake employment as Youth Mentors;
 - c) Working with families to ensure support is provided as appropriate to young people who are identified as experiencing issues within the justice system in order to facilitate positive parent-child relationships, promote parenting skills and confidence and to stimulate all areas of a young person's development; and
 - d) Supporting young people's engagement in education, training, and/or employment opportunities.

6. The program will have a significant focus on cultural engagement, will aim to increase the target group's connection to their Aboriginal family, kinship, identity and culture, and will address the needs of the local Aboriginal families and communities.

Referrals and partnerships

7. The Provider must establish effective working relationships with service providers in the region across the areas of justice, health, wellbeing, family support education, training and employment, and cultural awareness.
8. The Provider must work closely with its other IAS funded projects being delivered to ensure effective resourcing to deliver focussed and aligned services.
9. Where a young person requires additional or specialised support, the provider must refer the individual to appropriate services. This could include services such as drug and alcohol, legal services, or case management.

Risk Management

10. The Provider will have appropriate risk management in place to ensure the safety (including cultural) of Indigenous young people and to implement action to mitigate risks. This includes:
 - a) ensuring services include age-based considerations (e.g. developmental needs for varying age groups),
 - b) appropriately supporting or referring individuals with specialist needs (e.g. an individual displaying harmful behaviour) or high-risk individuals (e.g. an individual likely to offend).

Staffing

11. The Provider must employ one FTE Project Manager, one FTE Coordinator and two FTE Youth Workers to deliver the CIYEP for the duration of the agreement.
12. The Provider must ensure each employee has a professional development plan.
13. The Provider must ensure that staff roles are appropriately matched to their qualifications and/or experience. Where suitably qualified Aboriginal or Torres Strait Islander staff are unable to be sourced, qualified non-Indigenous staff may be employed to deliver the project, following agreement with the NIAA.

Reporting

14. The Provider is responsible for all elements of project management, coordination and delivery of the contract and must report on CIYEP's outcomes as per IAS reporting requirements ensure the above outcomes have been achieved.
15. The Provider is encouraged to provide additional case studies to demonstrate positive outcomes achieved.

Evaluation

16. The IAS engages with Indigenous people and communities to implement solutions that will sustainably improve outcomes. The Agency requires funding results in improved outcomes for Indigenous people and may consider redirecting Grant funding if outcomes are not improving.
17. An evaluation may also be undertaken (by the Commonwealth or at your request) at any time during the Project Agreement, if there are concerns about the Project's progress (see clauses 20 – 28 of the Head Agreement).

Budget

18. The Provider must submit a detailed budget for the 2021-22 financial year and an updated 100-day plan which demonstrates how the organisation is addressing their financial risk by 30 July 2021. Once approved by NIAA, this budget will form part of the Budget listed within the Additional Conditions at Part 3 Item 10.1.

3. Key performance indicators

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

Number	Key Performance Indicator	Target and data
1.	MKPI.M1 - Indigenous Employment	100 per cent of hours worked in the reporting period under the activity, are worked by an Indigenous person. Source: Service Provider.
2.	MKDI.D1 - Employment Numbers	Number of Indigenous people employed, and the total number of people employed, under the activity (by gender). Source: Service provider.
3.	MKDI.D2 - Hours Worked - Indigenous Staff	Number of hours worked in the reporting period by all Indigenous people employed under the activity. Source: Service provider.
4.	MKDI.D3 - Hours Worked - All Staff	Number of hours worked in the reporting period by all people employed under the activity. Source: Service provider.
5.	MKPI.M2 - Core Service Provision	Core activities or service being delivered meet or exceed requirements. Source: Agreement Manager review of Service Provider performance reporting.
6.	P320.02 - Participation in activities	90 per cent of 60 unique clients (annual) participating. Source: Service provider.
7.	D310.02 - Number of Group Activities	Number of unique occasions of group activities. Source: Service Provider.
8.	P320.04 - Stakeholder assessment of impact	75 per cent of stakeholders agree that these events reduced the risk of participating youth committing crimes. Source: Stakeholder feedback survey.
9.	D321.02 - Number of referrals made	Number of referrals made (by gender). Source: Service Provider.
10.	P310.05 - Appropriate Qualifications	100 per cent of people employed under the activity have or are working towards relevant qualifications. Source: Service provider.

12.	P310.07 - Client Satisfaction	80 per cent of feedback forms show moderate to high satisfaction that needs have been met by this interaction Source: Feedback form.
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4. Duration of Project

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

Project dates	
Project Start Date	01 July 2021
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.

4.4 The parties acknowledge that the Provider commenced conducting the Project for the purposes of this Project Agreement on 01 July 2021 ("Project Start Date").

4.5 The parties agree:

- (a) the terms and conditions of this Project Agreement apply on and from the Project Start Date and
- (b) the work performed on and from the Project Start Date will be considered to be part of the Project under this Project Agreement and the terms and conditions of the Project Agreement apply to this work.

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 for Project	s47F, Agreement Manager
Physical / postal address(es) for notices	PO Box 1599 Cairns QLD 4870
Telephone	s47F
E-mail	s47F@official.niaa.gov.au

Provider	Details
Contact officer / position for Project	s47F Chief Executive Officer
Physical / postal address(es) for notices	16-18 McCormack Street MOOROOBOOL QLD 4870
Telephone	s47F
E-mail	s47F @bigpond.com

6. Location

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

Organisation venue name	Organisation venue address
Nintiringanyi Indigenous Corporation	14-16 McCormack Street, MOOROOBOOL, QLD, 4870

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
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	15 October 2021
WWVP and WHS Statement of Compliance	31 October 2021
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.	14 April 2022
Performance Report covering the period [01 January 2022 to 30 June 2022].	15 July 2022
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)
20 July 2021	Payment within 20 days of the execution of the Project Agreement, or the Project Start Date, whichever is later	\$116,892.69	\$11,689.27	\$128,581.96
31 October 2021	Commonwealth being satisfied that the Provider is making satisfactory progress delivering the Project and meeting the performance targets	\$116,892.69	\$11,689.27	\$128,581.96
31 January 2022	Payment upon submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the Provider's performance.	\$116,892.69	\$11,689.27	\$128,581.96
30 April 2022	Commonwealth being satisfied that the Provider is making satisfactory progress delivering the Project and meeting the performance targets	\$116,892.67	\$11,689.27	\$128,581.93
Total Grant payable:		\$467,570.74	\$46,757.07	\$514,327.81

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-G47FD4A - Cairns Indigenous Youth Empowerment Programme - Additional Conditions

The following additional conditions apply for this Project.

10. Budget

- 10.1 Unless otherwise approved by the Commonwealth in writing and subject to item 10.2 below, the Provider must develop a detailed budget by 30 July 2021 and spend the Grant in accordance budget approved by the Commonwealth.

Year 2021-2022 (12 Months)		
Expenditure item	Grant amount (GST exclusive)	Contribution from Provider (if applicable) (GST exclusive)
Wages/Super/Oncosts	\$0.00	\$0.00
SACS Supplement	\$0.00	\$0.00
Motor Vehicle Expenses	\$0.00	\$0.00
Program Expenses	\$0.00	\$0.00
Account/Audit Fees	\$0.00	\$0.00
Insurance	\$0.00	\$0.00
Bank Charges	\$0.00	\$0.00
Communications (phones)	\$0.00	\$0.00
Facilities & Utilities Fees	\$0.00	\$0.00
Management & Admin Support	\$0.00	\$0.00
Office Supplies	\$0.00	\$0.00
Total	\$467,570.74	\$0.00

- 10.2 The Provider may transfer amounts between categories of expenditure items within the budget which are less than 10% without seeking Commonwealth approval. The total amount of transfers in any financial year must not exceed 10% of the total value of Grant payments under the Project Agreement in that financial year. The Provider and the Commonwealth shall review the budget set out in item 10.1 annually on a date agreed by the parties. Any changes to the budget must be agreed in writing but without the requirement of a contract variation as set out in clause 141 "Variation" of the Head Agreement.

11. Restrictions on expenditure

11.1 In addition to clause 12 of the Head Agreement, the Provider must not use any part of the Grant for any of the following purposes, unless it obtains the Commonwealth's prior written approval:

- a) to make a loan or gift;
- b) to pay sitting fees, allowances, travel expenses or similar payments to Directors or members of the Provider's organisation or any related entities (including any parent or subsidiary company);
- c) to pay commissions, success bonuses or similar benefits to staff, members or consultants;
- d) for overseas travel;
- e) to engage a consultant;
- f) to conduct litigation; or
- g) to transfer money (including as a payment, reimbursement, gift or loan) to a parent or subsidiary company of the Provider.

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
National Indigenous Australians Agency by:

M. Wetherhall

(Name of Agency Representative)

s47F

(Signature of Agency Representative)

Regional Manager

(Position of Agency Representative)

9.7.2021

s47F

(Name of Witness in full)

s47F

(Signature)

9.7.2021

Provider

Executed as an agreement:

SIGNED for and on behalf of Nintirnganyi Indigenous Corporation, ABN 75 931 956 386 in
accordance with its rules:

s47F

(Name of Signatory)

s47F

Director

(Position held by Signatory)

8.7.21

s47F

(Name of second Signatory / Name of Witness)

s47F

(Signature of second Signatory / Witness)

8.7.21

Director

(Position held by second Signatory / Witness)



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.

From: s47F
To: s47F @bigpond.com
Subject: RE: ARA Letter, executed Head Agreement, executed Project Schedule and Release of funds Advice - Nintiringanyi [SEC=OFFICIAL]
Date: Wednesday, 14 July 2021 12:14:00 PM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[CIYEP 21-22 - Activity Risk Letter.pdf](#)
[Nintiringanyi Head Agreement 20210709.pdf](#)
[Nintiringanyi Project Schedule 20210709.pdf](#)

OFFICIAL

Good afternoon s47F,

For your records please find attached above the following documents:

1. Activity Risk Advice letter
2. Executed - NIAA Head Agreement
3. Executed - 2021-2023 Project Schedule

Release of Funds Advice,

Milestone: Payment within 20 days of the execution of the Project Agreement, or the Project Start Date, whichever is later.

Project Name: Cairns Indigenous Youth Empowerment Programme

Activity ID: 4-G47FD4A

The following release for this project has been processed:

Total Funds Released: \$116,892.69 GST Exclusive

Date Paid: 14/07/2021

These funds will be paid into the following bank account. Please allow up to five business days for the funds to appear in your account.

BSB: s47G

Account Number: s47G

Please do not hesitate to contact me if you have any questions or require any further information.

Kind Regards

s47F | Agreement Manager

Cairns Team | Grants Management Unit | Program Performance Delivery Group

National Indigenous Australians Agency

p. s47F

e. s47F @official.niaa.gov.au

Citi Central Building Level 8, 46-48 Sheridan Street (Cnr Spence) CAIRNS QLD 4870 | PO Box 1599 CAIRNS QLD 4870

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

NIAA05631_COVID-19-EmailSignature_200416_1240



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





Site Visit Template and Guide

Guidance for Engagement Officers and Agreement Managers

Overview

Site visits are a control applied to grant activities with an Activity Risk Assessment (ARA) level of medium, high or extreme. Site visits are undertaken by a Regional Office Engagement Officer (Engagement Officer) who works in close collaboration with the Agreement Manager from the Grants Management Unit (GMU) to plan the site visit.

A site visit is a 2- way exchange of information. It provides an opportunity for NIAA to seek additional information in relation to an activity and to check the veracity of information provided in performance reports. It is also an opportunity for an organisation to ask questions of NIAA and for NIAA to provide feedback and Agency updates.

While site visits are scheduled milestones for all activities with an ARA of medium, high or extreme, they can also be conducted at any time for an activity in response to a risk trigger.

Engagement Officers are required to complete the site visit template (Attachment A) with information gained from the site visit and have the template endorsed by an appropriate EL1/2. The endorsed template will then need to be filed in GPS after the site visit. Any additional information provided by the Organisation either pre, post, or during the site visit to support claims made should also be filed in GPS, along with the Report.

The site visit template provides a range of guiding questions to support the conversation between the Engagement Officer and the Organisation and must be used to record the Organisation's responses.

Actions before and after the site visit (roles of the Engagement Officer and the Agreement Manager)

Before the Visit

- The Agreement Manager advises the Engagement Officer of the due dates for a pending site visit. The Engagement Officer organises a date for the site visit with the Organisation and informs the Agreement Manager.
- The Engagement Officer confirms the site visit with the Organisation (see Attachment B) in writing.
- In preparation for conducting the site visit, the Engagement Officer will:

- Consult with the Agreement Manager about any agreement management issues relating to the activity, including any reports that need to be chased up, any non-compliance issues or pending variations to the agreement.
- In consultation with the Agreement Manager, review the KPIs for the activity and how the Organisation is performing against them. Consider a strategy for reviewing this performance while on the site visit. This may include requesting to see the activity being delivered. Ask the Organisation if this can be arranged in advance of the site visit. If you want to view data during the site visit, make your request known to the Organisation well before the site visit. Ensure your request is clear and reasonable. For further information on KPIs refer to [Additional Information on IAS KPIs](#).
- Undertake any other research required to familiarise themselves with the Organisation and the community.
- Review the questions in the site visit template to see if they can be supplemented with additional questions to suit the circumstances of the Organisation.
- Consider what people or groups they may want to speak to from the Organisation (e.g. CEO, Chief Financial Officer and HR Manager) and from outside the Organisation (eg. Community leaders) and request the Organisation make the arrangements.
- The Engagement Officer may choose to provide a copy of the site visit template to the Organisation in advance of the site visit.
- In order to maximise time available during the physical site visit, the Engagement Officer may wish to ask some of the questions from the template when confirming the site visit with the Organisation. This could include questions in the template such as Vacancies (Q.3), WHS (Q6), WWVP (Q.7) and Governance (Q.15). The responses should be recorded in the site visit template.

Following the Visit

- The Engagement Officer should consult with an EL1 regarding what follow up actions are required.
- The Engagement Officer should outline any difficulties experienced during the visit in Observations/General notes.
- Once the site visit template has been completed and endorsed by the relevant EL1/EL2, the Engagement Officer should forward a copy to the Agreement Manager. The Engagement Officer will complete the site visit milestone in GPS and save the completed site visit template against the activity record in GPS. The Agreement Manager will need to be informed of all outcomes from the site visit, especially any follow up actions required from the site visit that the Agreement Manager will be responsible for such as actions relating to reporting, payments and variations.
- The Engagement Officer should send to the Provider a summary of outcomes, agreed further actions and timeframes and who in NIAA will oversee those actions, to ensure clear understanding of issues raised work to be undertaken.
- If the activity has an extreme ARA, the Agreement Manager must submit a copy of the site visit template to the GMU payment delegate as a condition of approval of payment.

When a site visit may not be appropriate

In some circumstances it will not be possible or appropriate for an Engagement Officer to conduct a site visit. This may occur if the activity is:

- Culturally sensitive or it is otherwise culturally inappropriate for the Engagement Officer to witness delivery;
- Delivered in an inaccessible location such as a prison; or
- Designed in such a way that it is not possible to witness delivery i.e. funding the transport of Opal fuel.

A site visit may not be appropriate if the location is subject to poor weather conditions which restricts access.

To further assist you to ensure a site visit is appropriate and follows protocols. Read the [Aboriginal and Torres Strait Islander Cultural Protocols Guide](#) or consider the [Cultural Protocols Top 10 Tips](#).



Australian Government
National Indigenous Australians Agency

Attachment A

Site Visit Template

Organisation: Nintiringanyi Indigenous Corporation Location visited: Nintiringanyi Indigenous Corporation Office - 16-18 McCormack St, Cairns City QLD 4870	Dates of visit: 19 October 2021
ORP Rating: s47G ORP expiry date:	ARA Rating:
Activity title: Cairns Indigenous Youth Empowerment Programme	Activity State Date: Activity End Date:
Activity ID: 4-G47FD4A	Site Visit Milestone ID: 4-G47FD88
Organisation Representatives: s47F and	Regional Office Engagement Officer: s47F Region: Cairns Regional Office Other Officer:

SERVICE DELIVERY, OUTCOMES and OBJECTIVES

QUESTIONS	RESPONSES <i>including key issues & outcomes.</i>
1. Qu	Going good – have had a new staff person s47F – missing piece last male youth worker didn't work out. s47F is going well in the in program – beginning to grow – rapport he has is good and getting more – success is getting right person – Female – s47F - Youth Worker – s47F – COVID – had impact on the – low 10 kids per only Male youth worker at the time Tuesday night – Tonight s47F – youth program does a bit of counselling and spiritual guidance – dinner –

	esplanade virtual activity – check in school family -and appointment avg 2 bus loads – 15-20 case notes – systems issues atm. Wednesday – Volley ball comp - - dispensing on game – last game yarnning circle then go to comp eat and check with the kids on school/home relationship – s47F Thursday- Choir and dance - s47F learning license with the kids – one kids finishing 100 hrs to get their license - Sunday– church running -night church service – max 80 choir sing perform – paid gig in September – Manoora street market with Council – choir performed -\$400. Christmas carols – Xmas concert and Xmas carols – coming to Townsville Xmas Carols. Last Thursday – Choir 16 in the Choir – 10 kids in for dancing staff member from DIDG to help monitor the kids Choir kids – creative arts program – Touch football start with Cairns pirates – jbulbina conversation to use male – looking at ways to share clients Start up on touch to start – Monday – toward the end of season – muck up draws – next season – Dec/Jan next season – may do social – discipline and control and skill as part of formal Male Elders want to watch the game and yarn -
2. Have you encountered any difficulties in delivering the activity? For e.g. wet season or natural disasters limiting access to services. If yes, how have you overcome them?	IT has been biggest challenge - last week 7 October – we have been without their IT and team – revert back to paper based system – New team – activated – afternoon shift – upload case notes etc Previous staff member ended up in watch house due to DV – Male Youth Worker – let him go – left approx. July/Aug – s47F started in CAPE YORK AFL house – come across – fits in line with what they are doing – building young people characters – COVID -coming out of the numbers and hindsight – staff member impacting as well – 30 great attention – some of the boys behaviours disruptive – now

	with COVID – is not really affecting the program – COVID staff Kids are asking for Monday night program – numbers will increase pre – covid. No Jab policy requirement - policy – no jab – no reinforcement – YJ – have been getting some referrals from CS – scheduled meeting with CMER but haven't been able to set a time – have only just come across Not many YJ – Djubulbina – Care Self-referrals -word of mouth – strong positive peer pressure – co-hort – misbehaving – s47F Would like to have a family support worker to work with family's parents as a unit – work are there any options to work with other providers such as Wuchopperen – parents s47F – Councillor – access – DIY charges – her own Key Counselling service – hires out a space – pay for a number of session negotiations – familiar with building -
3. Does your organisation have any funded positions that are vacant? [If yes, when will you fill these vacancies? How will you cover the staffing gap?] Have there been any significant changes in personnel working on the activity?	<i>Make note of whether local Indigenous people are employed to deliver the project where appropriate.</i> s47F – all position filled Co-ordinator position- s47F Male Youth Worker s47F Female Youth Worker – filled (s47F) Potential for under spend due the male youth worker – Note: potential to use underspend (amt to be determined) for negotiation a number of sessions with Key Counselling services s47F - use the underspend for this purpose
4. How are your relationships with the local community and other local organisations? Do you have any partnership arrangements with other organisations to enable you to deliver your activity?	<i>Other provider – Cleveland YDC – invited to NAIDOC</i>

	<i>DIDG – Moorabool house – was doing share program – communication – down</i> <i>Men's – group facilitate been sick – and sorry business – Wednesday night</i> <i>Djubulbina – waiting for touch footy – doing a cold canvass – but not doing now as it was not working -waiting for touch to redo work</i> <i>PCYC – s47F does Fridays – learning licences on Friday – Keys to Success program – volunteers their Five-day – some of the clients access –</i> <i>Relationship with Church – young people volunteer</i> <i>Night program – staff start at 2 and finish at 10:00</i> <i>Thursday night – 4:40pm start for program and then get them home by 9.30pm and 10pm staff</i>
5. How do you know that the project is working? Do you have internal review/evaluation processes?	Session Group session reports – besides KPI's who attended and who behaved well – topic – referrals made out and to where – service with the young people – some of the questions out of the funding agreement – Really good response – do debriefs – Monday morning debrief – review last week and do consent and referral processes are in place – have a little outcomes star – self assessment tool – 8 points on the star – Wellbeing wheel -?? Marama – took some kids on camp – we had Elder – yarning -weaving – Torres Strait elder yarning and dancing – whole day kids learnt all those skills- -history – next day set up in botanical gardens – open day – kids did some of dancing and weaving – transfer to peers and public – Camp at Holloways Beach Environmental centre – 2- days pupil fee days Friday – September School holiday period – In this reporting period Generational trauma talks how it is – Marama – Send us Camp and
6. Have there been any WHS notifiable incidents in delivery of the activity over the last 12 months? If so, how have you addressed them? Have they been reported to Senior Managers within your Organisation?	<i>Managers working on an activity need to report all WHS notifiable incidents relating to their activity to the Commonwealth as per Clause 118 of the Head Agreement and participate in an annual review of compliance against</i>

	<i>WHS reporting requirements as per Clause 119 (a) of the Head Agreement.</i> NO injuries – to staff or risk assessments in place Policy – procedure – has to have 2 youth workers – call straight to s47F – on call -de-escalation – do checks with kids – drugs and alcohol – agreements in place if staff not comfortable – one of the boys was in the mood – took the boy – Police will be call if injuries – priorities is the kids – removed from program – deescalate – suicidal tendencies- police called – support in Kid on kids same process – minor – young person pulled out of the program – take the kids home – have had some tiffs – staff are good at deescalating – kids personalities – Hungry and bad day – we don't have wrap more supports around them accepting responsibility fot action – coaching – <i>help them to understand</i> <i>Sessional reports – risk assessment required before – staff member for not following risk assessments</i>
7. Do you work with vulnerable people, including children? Is so, can you confirm that everyone who has contact with vulnerable people has a clearance? Does your organisation offer training on working with vulnerable people?	<i>It may be timely to remind organisations about the requirement for WWVP reporting in October.</i> <i>Requirements will be different in each jurisdiction so please adapt question to suit.</i> Have received WWVP reporting for October – confirmed One on their not – question – Commonwealth Owned premises – All have blue cards QCOSS – s47F – doing session working around counselling and not accredited -auto reporting – child safety – reporting one or two recently – staff – discussion
8. Can you show me copies of your organisation's risk assessment , risk management strategy in relation to working with vulnerable people , and training materials ?	<i>The purpose of this question is to visually confirm the existence of these documents. Please record which documents you sighted. You are not being asked to assess the quality of those documents or retain copies of any documents.</i> <i>Can yes please send now s47F send email requesting copies</i>

Key Performance Indicators (KPIs)	
9. How are you progressing against your KPIs? Are there any issues you need to raise? How are you measuring progress against KPIs?	<i>Tailor response to activity specific KPIs. Check organisation fully understands their KPIs.</i> <i>Really good – numbers have increased – with Jububini</i> <i>January – July report –</i> <i>How are measuring progress</i>
10. Can we discuss some of the main KPIs in your service agreement? Can you provide records/documentation and/or discuss the process by which you collect performance information and calculate any KPI results? If relevant: Have you conducted any surveys in the reporting period, and if so, can you provide some examples and discuss who they are disseminated to?	<i>If possible, verify that the records/documentation presented are consistent with the numbers/data reported in the Organisation's performance report.</i> <i>Check whether the Organisation is familiar with the IAS Survey Manual for their specific IAS Programme (available on the Grants Administration Manual), or if they need any further assistance.</i> <i>All records are part of the session notes and can pull reports additional to KPIS's if required by NIAA.</i>
FINANCIAL	
11. Is there a budget in the schedule If no, is there an internal budget? How is your expenditure tracking this year against budget? Do you think you will have any underspends or overspends? How do you monitor your progressive expenditure?	<i>Budget</i> <i>Haven't spent a lot</i> <i>Activities have been based in the</i> <i>Volley Ball fees and coming up touch football - \$50 per program – but food is a valuable engagement team – heaps with engagement – home cooked meal – chicken tuna sand which fruit -</i>
12. What sort of policies and procedures does your organisation have in place to support good financial management?	<i>Policy and Procedure and place -</i>
13. Does your organisation have an Assets Register? Are assets relating to this activity included?	<i>Have an assets register in place – not</i>
14. Do you have any sub-contractors working on this activity and have you obtained approval through the NIAA?	<i>All staff 4 staff are employed under NIAA funding</i>

GOVERNANCE	
15. Have there been any changes to the Board Members or senior personnel in the last three months?	NO changes – nothing might in the future -
16. Are there any other governance matters that have had an impact on delivery of the activity?	
GENERAL QUESTIONS AND FOLLOW-UP	
- Any follow-up questions from previous six month Performance Report - Progress in submitting any overdue milestones - Updates on additional conditions	
17. Do you have any good news stories to share?	Good news stories – drivers licenses/ Holloways Beach/ Choir – Braking the Cycle – PCYC Marama – Camp -
18. Do you have any questions and/or feedback for the Agency?	Nothing – family wellbeing position – money? s47F Evaluation of programs – would consider it but have never- formal evaluation of the program delivery -
SUMMARY OF VISIT / RECOMMENDATIONS	
<i>Note whether delivery of the activity has been in accordance with the project schedule.</i> <i>Include any comments or recommendations that have not been noted above.</i>	
OBSERVATIONS/GENERAL NOTES	
<i>Include notes on other funded activities observed or discussed while at the site. Include any observations you made while at the site that have not been noted elsewhere. Consider accessibility, site condition and people accessing the service.</i> <i>Include any observations about the broader site or community including any economic or place based opportunities.</i> <i>Is there any information that should be reported to the NIAA Policy area? (This may include observations, incidents or trends that may be shared by or have a similar potential impact on other Organisation)</i>	

ACTIONS	
<i>Actions</i>	<i>Due date</i>
<i>Date for sending follow up email to organisation. Does ORP require review? Do any issues need to be escalated to NIAA senior management? Are there any matters that need to be followed up with the organisation's governance group?</i>	
SITE VISIT REPORT COMPLETED BY: Name: Title: Office:	SITE VISIT REPORT NOTED BY: Name: Title: EL1 or EL2 Signature: Date: Comments:

Attachment B**Site Visit Confirmation**

Thank you for confirming arrangements for the forthcoming site visit. I am looking forward to meeting with you to discuss the grant activity and its benefits to the community.

As discussed, the site visit is an opportunity to share:

- the story behind the design and implementation of the grant activity;
- your views and experiences;
- what works and what doesn't; and
- acknowledge your successes.

Itinerary

Date(s) of Site Visit:

Venue and Location:

Organisation Name:

Grant Activity Title:

Grant Activity ID No:

IAS Program/Sub-Program Name:

Key Site Visit Contact Officer for Grant Recipient:

Regional Office Engagement Officer:

I look forward to meeting with you soon. If you have any questions or comments before I meet with you, please do not hesitate to contact me.

Name:

Position:

Organisation: (Managing Office, NIAA)

Telephone:

Email:

2021 STATEMENT OF COMPLIANCE

I **s47F** (Name of signatory), having the position of am authorised by Nintiringanyi Indigenous Corporation, ABN 75931956386 to make the following statement for the benefit of the National Indigenous Australians Agency (NIAA) in relation to Grant Activities funded by the NIAA during the period 1 October 2020 to 30 September 2021.

WWVP COMPLIANCE

The risk self-assessment for the level of contact with vulnerable people, including children in relation to the Activity/Activities funded by the NIAA is as follows:

		LEVEL OF CONTACT WITH VULNERABLE PEOPLE, INCLUDING CHILDREN (tick the contact level applicable for each Activity listed)				
ACTIVITY NAME/ PROJECT DATES / PROGRAM / CONTACT	ACTIVITY ID	NONE No contact with vulnerable people	LOW Contact with vulnerable people in very limited circumstances	MEDIUM Contact with vulnerable people on occasion	HIGH Contact with vulnerable people regularly	EXTREME Contact with vulnerable people every day
Cairns Indigenous Youth Empowerment Programme From: 1/07/2021 to 30/06/2022 Program: 1.3 - Safety and Wellbeing - SW - Crime Prevention Projects s47F @bigpond.com	4-G47FD4A	☐	☐	☐	☒	☐

1. If the level of contact with Vulnerable People for all funded Activities above is NONE, you are not required to complete section 2 below. Please complete the WHS Statement of Compliance, sign the Declaration and return this document to the NIAA.

2. If the level of contact with Vulnerable People for any funded Activity is: **LOW, MEDIUM, HIGH OR EXTREME**, please tick **all boxes** below to confirm compliance with WWVP requirements:

- ☒ Having made all reasonable inquiries, I have grounds to believe that Personnel* who have contact with vulnerable people on the funded Activity/Activities:
 - comply with relevant legislation relating to requirements for working with vulnerable people including children in the jurisdiction in which they work; and
 - have complied with relevant legislation in their jurisdictions relating to mandatory reporting of suspected child abuse and neglect as required or otherwise defined by state or territory legislation.
- ☒ I undertake to ensure that Personnel* who have contact with vulnerable people on the funded Activity/Activities will continue to comply for the duration of the grant agreement for the Activity/Activities.
- ☒ A risk assessment is in place for WWVP for the funded Activity/Activities, which assesses the level of risk of harm or abuse to vulnerable people, including children and contains appropriate strategies to manage those risks.
- ☒ A compliance regime is in place for WWVP for the funded Activity/Activities.

[Note to grant recipient: Examples include:

- *Regular reviews to ensure compliance*
- *Regular regulation and assessment updates (could include emails or briefing sessions)*
- *Annual monitoring to ensure ongoing compliance by all relevant staff and third parties*
- *Maintaining up to date registers of the required WWVP registration and checks, criminal history and police checks*
- *Process and systems to easily update your organisation's WWVP records*
- *Policies on the immediate and longer term steps to take if a staff member or relevant third party fails to obtain a WWVP registration or check*
- *Inclusion of WWVP requirements in employment contracts]*

- ☒ A WWVP training regime is in place for the funded Activity/Activities.

[Note to grant recipient: Examples include:

- *Including WWVP checks in recruitment processes*
- *Developing WWVP policies and guidance material*
- *Regular training to staff and relevant third parties on WWVP state and territory legislation*
- *Education and training on WWVP safety to promote awareness and understanding of risks and organisational responsibilities*
- *Providing staff and relevant third parties with access to state and territory legislation*
- *Online training plans*
- *Induction manuals*
- *Monthly reviews against agreed WWVP checklists]*

WHS STATEMENT OF COMPLIANCE

The following is only applicable to grant recipients funded under the IAS Head Agreement.

- ☐ Not required – organisation's Activity/Activities funded through a Letter of Offer.

3. Please tick all boxes below to confirm compliance with WHS requirements:

- ☒ Having made all reasonable inquiries, I have grounds to believe that that appropriate Work Health and Safety policies and procedures are in place at any premises, facilities or other locations that it is used to deliver this Activity.
- ☒ I undertake to ensure that before commencing each Activity, a specific Work Health and Safety plan for the activity is completed and which at a minimum, identifies risks associated with the activity, assesses those risks, and includes detail on how those risks are to be managed.
- ☒ Safety equipment necessary to perform the Activity activities is available to Personnel.
- ☒ Where training or qualifications are required for Personnel to perform an activity, they have undertaken the training or have the qualification(s).
- ☒ If you have used premises or facilities that are owned or controlled by the Commonwealth, you have:
 - (a) communicated, consulted and coordinated with the Commonwealth in relation to Work Health and Safety matters arising from that use, in accordance with the WHS Act; and
 - (b) complied with all reasonable directions and procedures issued by the Commonwealth about Work Health and Safety.
- ☒ Where a Notifiable Incident has occurred in connection with the Activity, having made all reasonable inquiries, I have grounds to believe that the Commonwealth has been provided:
 - (a) notice of such incident and a copy of any written notice provided to the Regulator, as soon as possible but not later than 2 days after the Notifiable Incident has occurred; and
 - (b) a report detailing the circumstances of the incident, the results of investigations into its cause, and any recommendations or strategies for prevention in the future, within 10 days.
- ☒ Complied with any applicable Commonwealth, State or Territory Work Health and Safety laws, and any Work Health and Safety requirements of the Commonwealth, a State, a Territory or a local government.
- ☒ Complied with Commonwealth Work Health and Safety policies and guidelines notified by the Commonwealth from time to time in relation to the Provider's use of Commonwealth owned or controlled premises or facilities.

*** PLEASE NOTE:** as per the definition in the IAS Head Agreement, *Personnel* means your organisation's officers, including all directors and board members, employees, agents, contractors, subcontractors and volunteers.

Declaration:

As the authorised officer, I:

- a) Agree that the information I have provided is true and correct; and
- b) Acknowledge that giving false or misleading information is a serious offence under Section 137.1 of the *Criminal Code Act 1995 (Cth)*.

Signed: ..

FOI/2

s47F

Date: ..

22/10/21

From: s47F
To: s47F@nctc.org.au; s47F@bigpond.com
Cc: s47F
Subject: RE: NIAA Release of payment Advice - October 2021 - Nintiringanyi Indigenous Corporation - Activity ID: 4-BJLYBR7 [SEC=OFFICIAL]
Date: Thursday, 4 November 2021 4:18:00 PM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

OFFICIAL

Good afternoon s47F,

Please see below your 'Release of Funds Advice' for your records:

Milestone: Commonwealth being satisfied that the Provider is making satisfactory progress delivering the Project and meeting the performance targets.

Project Name: Cairns Indigenous Youth Empowerment Programme

Activity ID: 4-G47FD4A

The following release for this project has been processed:

Total Funds Released: \$116,892.69 GST Exclusive

Date Paid: 04/11/2021

These funds will be paid into the following bank account. Please allow up to five business days for the funds to appear in your account.

BSB: s47G

Account Number: s47G

Please do not hesitate to contact me if you have any questions or require any further information.

Kind Regards

s47F | Agreement Manager

Cairns Team | Grants Management Unit | Program Performance Delivery Group

National Indigenous Australians Agency

p. s47F

e. s47F@official.niaa.gov.au

Citi Central Building Level 8, 46-48 Sheridan Street (Cnr Spence) CAIRNS QLD 4870 | PO Box 1599 CAIRNS QLD 4870

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

NIAA05631_COVID-19-EmailSignature_200416_1240





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



From: s47F (Protected)
To: s47F
Cc: GMU Cairns; WWVP (Protected)
Subject: Statement of Compliance 2021 - Nintiringanyi Indigenous Corporation [SEC=OFFICIAL]
Date: Tuesday, 14 December 2021 3:20:00 PM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

OFFICIAL

Hi s47F

Nintiringanyi Indigenous Corporation has returned a completed and signed SOC for 2021 for the following Activity IDs. Any related SOC Milestones can be completed in GPS.

Statement of Compliance 2021

(<https://fusion.crm6.dynamics.com/main.aspx?appid=d12dd110-03b7-4b3b-94c9-d8c30d5943a&pagetype=entityrecord&etn=task&id=bc287493-bd22-ec11-b6e6-0022481815fa>)

s22

4-G47FD4A

s22

Kind regards

s47F

Systems Support & Reporting | Select, Support & Report Branch | Program Performance Delivery Group

National Indigenous Australians Agency

t. s47F | m. s47F | e. s47F@niaa.gov.au

BayLink Building, 3 Flora Cres, Batemans Bay | PO Box 468 Batemans Bay NSW 2536

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

-
NIAA C-19 signature block updated



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.



NIAA IAS Performance Report
PH 1800 079 098
TTY 1800 555 677
www.niaa.gov.au

13/01/2022

Report details:

Legal Name:	Nintiringanyi Indigenous Corporation	Report description:	IAS Performance Report
Project Name:	Cairns Indigenous Youth Empowerment Programme	Project ID:	4-G47FD4A

Reporting timeframes:

Reporting Period:	01/07/2021 to 31/12/2021	Due Date:	15/01/2022
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Need help?

If you require further information or assistance in completing the Report, please call the contact officer for the project as specified in the Project Schedule on **1800 079 098** and quote Review ID **4-GIXFJ7S**.

Step 1 Your Progress and Performance against the project

Project Delivery Overview

- 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.**

CIYEP progression over the last six months has been great. The programs within CIYEP has increased as the need for more expression for the clients have increased. This is exciting because we are having more contact with our clients, learning about what they are passionate about and intern building stronger connections with them to better assist them with their growth into adulthood.

In conjunction with our current sports programs, we are now running Drama sessions, Music sessions and Dance sessions. Each session includes cultural and contemporary components. The young people in the choir had been asked to perform at a community performance call 'Moody Creek Concert' (poster attached) and done extremely well.

We partnered with an organisation called 'Murama'. Murama Indigenous Youth Summit is a resilience-based cultural intervention program which is based on the strengths of Aboriginal culture that aims to heal our communities. The program focuses on belonging, kinship and traditional values as the stepping stones in a right of passage to reweave the cultural connectedness between individuals, families, and the community. The young people participated on a 2 day camp which had Elders come on the first day and teach about History and resilience, facilitation skills, importance on Education, cultural activities like Torres Strait weaving, Aboriginal Weaving, Songs, dance and instruments. On the second day the young people assisted the Elders in delivering weaving songs and dance to the general public. The relied on their facilitation skills to assist them to deliver the sessions. I've attached photos of this as well.

CIYEP has had some challenges this last six months with a few key people in our organisation passing away, this hasn't effected the service delivery but has impacted our young people and staff. The staff have done a wonderful job navigating not just themselves but the clients and community through these difficult times.

Success Stories

- Does your Organisation have any success stories to share for this reporting**

period?

Yes

Please provide details below:

We have been working with a particular client over the past couple of years. This young person has had anger issues, medical issues, comes from an unstable home, lack of discipline and no positive role models around them. The team has been trying their hardest to keep the young person engaged with High School and as of November 2021 she became the first person in her family to complete year 12. This has been the first time she has achieved a long term goal and her self esteem has gone through the roof. Her younger brother now wants to be like his sister and complete high school as well. I've attached some photos.

3 of our young people have successfully gained their learner licence and with our Partnership with PCYC's program 'Breaking the Cycle' our staff are able to assist these young people to complete their hours every week.

Our young people participated in the NAIDOC Games night and worked well as a team problem solving. They were the youngest team to enter as they were versing much older youth and Adults. The end result they came Second out of 10 teams. This really boosted their self esteem and we celebrated their exceptional team work, problem solving and working towards everyone's strengths. Was great to see that what our program has taught them they have taken in their stride.

We have also started a pilot program to start in the new year called fatherhood and motherhood to start upskilling young people and putting support around mothers but in particular fathers. The Fathers identified that they don't know their rights as the father and potentially what the role of a father is. The young men in particular are keen for the Fatherhood program in 2022 which is exciting to hear.

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.

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 Numbers

Total number of females employed under the activity, in the reporting period:	2
Total number of males employed under the activity, in the reporting period:	2
Total number of indeterminate/intersex/unspecified employed under the activity, in the reporting period:	0
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:	0

4. MKDI.D2 - Hours Worked - Indigenous Staff

Number of hours worked by all Indigenous people employed under the activity, in the reporting period:	2,485
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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:	3,342.5
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6. MKPI.M1 - Indigenous Employment

Proportion (%) of hours worked in the reporting period that were worked by an Indigenous person, under the activity:	74.35%
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7. MKPI.M2 - Core Service Provision

N/A - to be answered by the Agency: N/A - to be answered by the Agency	
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8. **D310.02 - Number of Group Activities**
Number of unique occasions of group activities held under the activity in the reporting period (including camps, classes, etc. but excluding events): 2
9. **P310.05 - Appropriate Qualifications**
Proportion (%) of people employed under the activity that have or are working towards relevant qualifications, in the reporting period: 100
10. **P310.07 - Client Satisfaction**
Proportion (%) of feedback forms that show moderate to high satisfaction that needs have been met by this interaction, in the reporting period: 100
11. **P320.02 - Participation**
Proportion (%) of unique clients who are participating, in the reporting period: 100
12. **P320.04 - Assessment of Impact**
Proportion (%) of stakeholders who agree that the events reduced the risk of participating youth committing crimes, in the reporting period: Not required to be reported on for this reporting period.
13. **D321.02 - Number of Referrals**
Number of female referrals made under the activity, in the reporting period: 2
Number of male referrals made under the activity, in the reporting period: 6
Number of indeterminate/intersex/unspecified referrals made under the activity, in the reporting period: 0

14. Further Information on your KPIs (optional)

If you would like to provide any further details about your Organisation's progress against its performance indicators, please do so in the text box below.

Step 3 Location Data

15. **Attach additional documentation in support of the Report if required, or as specified in the Project Schedule.**

If your Project Delivery Location details have changed, please attach a list of the current locations (full physical address details) where the project is being delivered, including a

breakdown of the grant funding for each location by financial year

[Please refer to the list of attached documents on the last page.]

Step 4 Project Contact Information

Title: Mr

Full Name: S47F

Phone: S47F

Email: S47F @nctc.org.au

Address:

16. Are the details of the primary contact person, as listed above, correct for the project?

Yes

Step 5 Declaration

17. Provide details of the officer authorised to be contacted regarding information provided in the Report:

Same as primary contact person for the project

Disclaimer:

Although all care is taken, the Australian Government accepts no responsibility for the accuracy or completeness of this document.

Completed documents remain confidential to the Australian Government National Indigenous Australians Agency. The commercial and personal information of services and participants will not be released outside the terms of the advice provided.

I, the authorised officer

- understand and agree to the Disclaimer,
- agree that the information I have provided in the Report is true and correct, and
- acknowledge that giving false or misleading information is a serious offence under Section 137.1 of the *Criminal Code Act 1995 (Cth)*



Australian Government
National Indigenous
Australians Agency



NIAA

I agree

Selected

Authorised officer

s47F

Position

Program Manager

Date 13/01/2022

Attached Documents

Young person Graduating Yr 12.jpg
Young Person getting Learner Licence.jpeg
Young Person driving lesson.jpeg
Volley Ball.jpeg
Murama Youth Summit with Elder.jpg
Murama Youth Elders and Public sit down dance.jpg
Murama Youth Elders and Public dance session.jpg
Diversionary Night.jpeg
Fishing Program.jpg
Fatherhood and Motherhood Program.pdf
Problem Solving activity.jpg
Problem Solving activity 2.jpg
Problem Solving activity 3.jpg
Moody Creek Concert Poster.pdf
Clients Checking in.jpeg
Covid Check questions.jpeg



OFFICIAL

Performance Report Assessment

Reference No: PRA - 4-G47FD4A - 4-GIXFJ7S

Grant Activity Details		
Project:	Title: Cairns Indigenous Youth Empowerment Programme ID: 4-G47FD4A IAS Program: 1.3 - Safety and Wellbeing - SP-00136 - Crime Prevention Projects - IAPU51 Project Dates: 1/07/2021 to 30/06/2022	Activity Risk: <INSERT>
Organisation:	Nintiringanyi Indigenous Corporation ABN: 75931956386	ORP Rating: s47G Expiry Date: 29/01/2027
Organisation Primary Contact:	s47F Program Manager e. s47F@nctc.org.au p. s47F	
NIAA Contacts:	Engagement Officer: Regional Presence: North Queensland Activity Manager: s47F Managing Office: Cairns - GMU	

Performance Report Acceptance	
Reporting Period	1/07/2021 to 30/06/2022
Report Acceptance	Pass
Report Acceptance Comments	The report was on time and contained sufficient information for an assessment to be completed. The Provider is meeting its KPIs as per the Project Schedule and providing detailed data as evidence for progression of the program.

Performance Report Assessment	
Performance Rating	Satisfactory
Overall Progress	The quantity and quality of information submitted continues to improve, meaning there was a noticeable attempt by the Provider to include information aligning with the Project Description and include success stories and photo evidence. Nintiringanyi has reported positive comments on the progress of the program. They have advised that they increased their program because of more expression from the clients have increased. They are having more contact with their clients, learning about what the clients are passionate about and in turn building stronger connections with them to better assist them with their growth into adulthood. Not only have they been running the sporting activities, they have also been running cultural and contemporary sessions on Drama, Dance and Music. Their Choir was asked

	and was very successful at performing at the 'Moody Creek Concert'. Another successful event was Nintiringanyi partnered with an organisation called 'Murama'. Murama Indigenous Youth Summit is a resilience-based cultural intervention program which is based on the strengths of Aboriginal culture that aims to heal their communities. A couple of individual success stories some of the young people have achieved are: 1. A trouble teen was struggling and Nintiringanyi has wrapped their support around her and she has completed her year 12 high school certificate. She is a role model now for her young brother 2. Three other youths have passed their driver's learner. Nintiringanyi will help them get their driving hour up. 3. Our young people participated in the NAIDOC Games night and worked well as a team problem solving and came second out of 10 teams. This was a great self-esteem boost. Looking into the future they have started a pilot program which will commence in the new year called fatherhood and motherhood to start upskilling young people and putting support around mothers but in particular fathers. Some of the challenges that Nintiringanyi and the community has faced is a few key people in their organisation passing away, this hasn't affected the service delivery but has impacted the young people and staff.		
Lessons Learned	N/A		
Identified Actions	N/A		
Assessor Recommendation	The report was on time and contained sufficient information for an assessment to be completed. The Provider is meeting their KPIs as per the Project Schedule and providing detailed data as evidence for progression of the program. The quantity and quality of information submitted continues to improve, meaning there was a noticeable attempt by the Provider to include information aligning with the Project Description and include success stories and photo evidence. As there has been improvement and effort on behalf of the Provider, the report is rated a pass and performance satisfactory. The recommendation is that the Delegate approve the report and release the associated payment. Service delivery is assessed as meeting requirements and the Provider states that their programs meet most or all of the Project Description deliverables, despite the Provider facing some challenges with a few key people in their organisation passing away, this hadn't affected the service delivery but has impacted the young people and staff.		
Assessor		Assessed On	1/02/2022
Engagement Officer Input Required?	Yes	Engagement Officer	S47F
Engagement Officer Comments	Engagement Team agree with the GMU rating. A site visit was undertaken in October and as well as regular phone contact with the provider in relation to their risk rating and financials. Site visit confirmed the project is running as per the project description with continued attendance at youth activities often corresponding with kids pursuing further education or employment. A challenge is connecting with parents and families which is where a lot of issues stem. The passing of the org's founder in late 2021 as well as two other elders has affected the org, many staff were closely related.		

KPI Assessment

KPI Code	KPI Rating	Comments
D310.02 - Number of Group Activities	1- Satisfactory	D310.02 - Number of Group Activities – 0 / 2 (An increase in Group activities)
D321.02 - Number of Referrals	1- Satisfactory	D321.02 - Number of Referrals – Not a KPI in the last report / 8 (two females and 6 males)
MKDI.D1 - Employment Numbers	1- Satisfactory	MKD1.D1 - Employment Numbers - 4 / 4 (4 Indigenous female employees – one indigenous female and one non-indigenous female. Two indigenous males)
MKDI.D2 - Hours Worked - Indigenous Staff	1- Satisfactory	MKD1.D2 - Hours Worked - Indigenous Staff – 3,420 / 2,485 (hours have decreased slightly from last report)
MKDI.D3 - Hours Worked - All Staff	1- Satisfactory	MKD1.D3 - Hours Worked - All Staff – 4,560 / 3,324.5 (hours decreased from last report)
MKPI.M1 - Indigenous Employment	1- Satisfactory	A Comparison of KPIs from the last reporting period is as follows: (last period/ this period). MKP1.M1 - Indigenous Employment – 75% / 74.35% (slightly below target)
MKPI.M2 - Core Service Provision	2 - Delivery meets requirements	MKPI.M2 - Core Service Provision – Agency satisfied
P310.05 - Appropriate Qualifications	1- Satisfactory	P310.05 - Appropriate Qualifications – 100% / 100% (on target)
P310.07 - Client Satisfaction	1- Satisfactory	P310.07 - Client Satisfaction – 100% / 100%
P320.02 - Participation	1- Satisfactory	P320.02 – Participation – Not a KPI in the last report / 100% (on target)
P320.04 - Assessment of Impact	1- Satisfactory	P320.04 - Assessment of Impact – Not a KPI in the last report / Not required this reporting period.

Approval Details	
Approver	s47F
Approver Level	Executive Level 1
Approver Office	Eastern Grants Management Unit Operations and Delivery
Approval Comments	Agreement Manager comments noted ,agree with recommendation
Approved On	2/02/2022
Payment Milestone ID	4-G47FD7D - 4-G47FD4A - Payment - 31/01/2022

Payment Approved?	Yes
Payment Approval Comments	Payment released
Payment Milestone Completed?	Yes

From: s47F
To: s47F @nctc.org.au
Cc: GMU Cairns; s47F
Subject: RE: IAS Performance Report process completed - Release of Funds Advice for Activity ID: 4-G47FD4A and 4-BJLUB4B [SEC=OFFICIAL]
Date: Thursday, 3 February 2022 12:19:00 PM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

OFFICIAL

Good morning s47F and s47F ,

Please be advised that your Performance reports have been assessed as passed. Please find below Release of Funds Advice for the following activities.

Release of Funds Advice

Project Name: Cairns Indigenous Youth Empowerment Programme
Activity ID: 4-G47FD4A
Milestone: Payment upon submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the Provider's performance.

The following release for this project has been processed:

Total Funds Released: \$116,892.69 Exclusive
Date Paid: 03/02/2022

These funds will be paid into the following bank account. Please allow up to five business days for the funds to appear in your account.

BSB: s47G
Account Number:

s22

s22

Please do not hesitate to contact me if you have any questions or require any further information.

Kind regards,

s47F | Agreement Manager

Cairns Team | Grants Management Unit | Program Performance Delivery Group

National Indigenous Australians Agency

p. s47F

e. s47F @official.niaa.gov.au

Citi Central Building Level 8, 46-48 Sheridan Street (Cnr Spence) CAIRNS QLD 4870 | PO Box 1599 CAIRNS QLD 4870

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

NIAA05631_COVID-19-EmailSignature_200416_1240



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



From: s47E(d)

Sent: Wednesday, 12 January 2022 1:56 PM

To: s47F @nctc.org.au

Cc: s47F @official.niaa.gov.au>

Subject: RECEIPT – IAS Performance Report for Activity ID: 4-BJLUB4B, Activity Title: Nintiringanyi Cultural Centre Sport & Rec Programme

30.03.22, 1pm to 2pm

Nintiringanyi Board - s47F, s47F and s47F
NIAA - s47F and s47F

Site visit milestone:

Activity ID 4-G47FD4A Milestone ID 4-G47FD7P
Programme 1.3 - Safety and Wellbeing
Organisation Name Nintiringanyi Indigenous Corporation
Activity Title Cairns Indigenous Youth Empowerment Programme

DISCUSSION POINTS

Gov structure:

- 3 directors, 14 members
- Based on constitution this is adequate - may appoint a 4th at the next AGM
- Independent Director has come on board - s47F (HR background) - helping with business planning - also located in an office at the venue
- Funding available to support strategic planning, corporate support i.e. updating website. 4 year funding through Arts Qld (Business Development)

Concerns from the NIAA:

- s47G
- 100 day plans developed in partnership with DYDGE

Strategies to address by Nintiringanyi

- Venue open for rental, room hire - no current tenants. Some challenges with COVID.
- Office space was rented to DYDGE and Jabalbina
- Other incomes, venue and catering
- Main auditorium is being used for big functions - good for social distancing
- \$70k income over a 3 month period at one stage - room hire
- Promotion is a strategy to increase room hire (s47F input)
- Talking to Wontulp re venue - exploring a partnership for office space as well as training.
- Counselling service on site - trauma focused (s47F)

Outstanding financials

- 2021 FR complete and on ORIC website - hard copy provided

Youth Crime

- s47F is working with Safer Streets Taskforce
- Meetings used to run from venue
- s47F would be able to provide info re youth crime and current environment
- Another issue is youth suicide, night work/services is key

Funding cycle explained by the NIAA

- Grant assessment review process
- Considers performance, funding budget available
- Exploring funding options to keep program with Elders in Cleveland Detention Centre
- Possibility to combine activities in the future - will discuss with s47F and s47F.
- Will go through reporting requirements

Engagement:

- Board is keen for the NIAA to attend as many activities as possible
- s22 will be the Engagement officer moving forward.

Impacts/highlights:

- Breaking the cycle - generational change
- New program with young fathers
- Night vision program

NIAA IAS Performance Report
PH 1800 079 098
TTY 1800 555 677
www.niaa.gov.au

04/08/2022

Report details:

Legal Name:	Nintiringanyi Indigenous Corporation	Report description:	IAS Performance Report
Project Name:	Cairns Indigenous Youth Empowerment Programme	Project ID:	4-G47FD4A

Reporting timeframes:

Reporting Period:	01/01/2022 to 30/06/2022	Due Date:	15/07/2022
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Need help?

If you require further information or assistance in completing the Report, please call the contact officer for the project as specified in the Project Schedule on **1800 079 098** and quote Review ID **4-H8R2QY3**.

Step 1 Your Progress and Performance against the project

Project Delivery Overview

- 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.**

CIYEP progression over the last six months has been doing well. With the ease of Covid restrictions in full swing the programs have continued to successfully support our young people. The participation in our diversionary sports programs have continued to be amazing as it a successful draw card that reaches out and connects with the young people who need the help the most. The programs provide a prosocial setting that encourages health and fitness and builds on their self-esteem and mental health.

Our staff have commenced weekly personal development training sessions with Key Counselling. Training that is being provided is around How to work with someone struggling with Depression, Anxiety, Suicide & Self harm, training around Attachment disorder & trauma, Case noting and case planning. Key counselling has also supported CIYEP staff with strategies with coping with work and home life, Key counselling has also offered free counselling for our clients and several referrals have been made with successful out comes.

There has been minimal challenges in running the program other than the normal interpersonal challenges when working with disadvantage youths and their families.

Success Stories

- Does your Organisation have any success stories to share for this reporting period?**

Yes

Please provide details below:

One of our female clients we have been working with has had her children removed from her for the past couple of years. She is 23 and has never held any job before and has had an unhealthy relationship with drugs and alcohol. Our staff have been working very closely with her since the end of last year and now she is clean from drugs since January 2022 and currently has 2 jobs to support her in getting her own place and getting her children back into her care. We are very proud of how quickly she has changed her outlook on herself and proud of the decisions she has made to work towards getting her children back and providing a stable and secure life for

herself and the children.

Another young female we have been working with is well known within Youth Justice and since working with her this year the young person has ceased all criminal activity, completed her YJ order and about to commence counselling to address her underlying issues and has enrolled in a CERT III in Hospitality with Anglicare

Another young person in care has had issues with self harm, non attendance with school and behavioural issues. Our staff have picked up the support for that young person and spent a lot of time guiding them through there issues around being in care and handling strong emotions. The young person has now Stopped self harming, attends school, attends every program, apart of the choir and also has a part time job

DFO Cairns had heard of the great work we have been doing in the community and have gifted the program and Nintiringanyi with a portable Basketball hoop, Basketballs, a brand new BBQ, Serviced all our air-conditioning, sanded down and repainted our deck, water pressure cleaned the entire back area, gave us water bottle and bags to hand out to our clients, had electrical work done on the gazebo. The news article is attached. It was very overwhelming to see DFO reach out to us and thank us for the work in the community.

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.

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 Numbers

Total number of females employed under the activity, in the reporting period: 2

Total number of males employed under the activity, in the reporting period: 2

Total number of indeterminate/intersex/unspecified employed under the activity, in the reporting period: 0

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: 0

4. MKDI.D2 - Hours Worked - Indigenous Staff

Number of hours worked by all Indigenous people employed under the activity, in the reporting period: 2,985

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: 3,976.5

6. MKPI.M1 - Indigenous Employment

Proportion (%) of hours worked in the reporting period that were worked by an Indigenous person, under the activity: 75.07%

7. MKPI.M2 - Core Service Provision

N/A - to be answered by the Agency: N/A - to be answered by the Agency

8. D310.02 - Number of Group Activities

Number of unique occasions of group activities held under the activity in the reporting period (including camps, classes, etc. but excluding events): 3

9. P310.05 - Appropriate Qualifications

Proportion (%) of people employed under the activity that have or are working towards relevant qualifications, in the reporting period: 100

10. P310.07 - Client Satisfaction

Proportion (%) of feedback forms that show moderate to high satisfaction that needs have been met by this interaction, in the reporting period: 100

11. P320.02 - Participation

Proportion (%) of unique clients who are participating, in the reporting period: 100

12. P320.04 - Assessment of Impact

Proportion (%) of stakeholders who agree that the events reduced the risk of participating youth committing crimes, in the reporting period: 100

13. D321.02 - Number of Referrals

Number of female referrals made under the activity, in the reporting period: 3

Number of male referrals made under the activity, in the reporting period: 8

Number of indeterminate/intersex/unspecified referrals made under the activity, in the reporting period: 0

14. Further Information on your KPIs (optional)

If you would like to provide any further details about your Organisation's progress against its performance indicators, please do so in the text box below.

Step 3 Location Data

15. Attach additional documentation in support of the Report if required, or as specified in the Project Schedule.

If your Project Delivery Location details have changed, please attach a list of the current locations (full physical address details) where the project is being delivered, including a breakdown of the grant funding for each location by financial year

[Please refer to the list of attached documents on the last page.]

Step 4 Project Contact Information

Title: Mr

Full Name: s47F

Phone: s47F

Email: s47F @nctc.org.au

Address:

16. Are the details of the primary contact person, as listed above, correct for the project?

Yes

Step 5 Declaration

17. Provide details of the officer authorised to be contacted regarding information provided in the Report:

Same as primary contact person for the project

Disclaimer:

Although all care is taken, the Australian Government accepts no responsibility for the accuracy or completeness of this document.

Completed documents remain confidential to the Australian Government National Indigenous Australians Agency. The commercial and personal information of services and participants will not be released outside the terms of the advice provided.

I, the authorised officer

- understand and agree to the Disclaimer,
- agree that the information I have provided in the Report is true and correct, and
- acknowledge that giving false or misleading information is a serious offence under Section 137.1 of the *Criminal Code Act 1995 (Cth)*

I agree ☒ Selected

Authorised officer **s47F**

Position Manager Date 04/08/2022

Attached Documents

Another interview with the Defence force.jpg

CIYEP News Article with DFO.jpeg

Client reffing a touch football game.jpg

Clients Applying for the Defence force.jpeg

Learner Licence learning how to change a tyre.jpeg

Night program around the fire.jpeg

Selfie with client after getting a job.jpeg

Touch Football team.jpg

Youth Worker and clients.jpeg



OFFICIAL

Performance Report Assessment

Reference No: PRA - 4-G47FD4A - 4-H8R2QY3

Grant Activity Details		
Project:	Title: Cairns Indigenous Youth Empowerment Programme ID: 4-G47FD4A IAS Program: 1.3 - Safety and Wellbeing - SP-00136 - Crime Prevention Projects - IAPU51 Project Dates: 1/07/2021 to 30/06/2022	Activity Risk: <INSERT>
Organisation:	Nintiringanyi Indigenous Corporation ABN: 75931956386	ORP Rating: s47G Expiry Date: 29/01/2027
Organisation Primary Contact:	s47F Program Manager e: s47F@nctc.org.au p: s47F	
NIAA Contacts:	Engagement Officer: Regional Presence: North Queensland Activity Manager: s47F Managing Office: Cairns - GMU	

Performance Report Acceptance	
Reporting Period	1/07/2021 to 30/06/2022
Report Acceptance	Pass
Report Acceptance Comments	The Provider has submitted a report with sufficient information for assessment.

Performance Report Assessment	
Performance Rating	Satisfactory
Overall Progress	Overall the Provider is progressing well in delivering the Cairns Indigenous Youth Empowerment Program. The report included basic information though photographs demonstrate the program's youth workers are engaging well with young people and diversionary activities are being taken up. The Provider has continued to employ the 4 FTE to deliver the CIYEP. The Provider is required to employ 1 FTE Project Manager, 1 FTE Coordinator and 2 FTE Youth Workers. The Indigenous Employment KPI for the period is 75%, below the target of 100% and marked as a Needs to Improve - refer to Identified Actions. With the easing of COVID restrictions this reporting period, the Provider has been able to support their clients with a full complement of programs. Sports diversionary programs such as touch football have been successful. The Provider has supported clients to form a

	team to play in a local competition each week and a client who is refereeing. A number of clients have engaged in a driver licensing program, a collaboration with the Cairns PCYC - Breaking the Cycle program. The photographs highlight clients who have applied for and interviewed with the Australian Defence Force. The report lacks narrative in regards to this outcome. There is limited data available relating to number of clients participating overall and in each of the activities, as well as outcomes of the interviews with the ADF recruitment team. It is evident external stakeholders are aware of the Provider and the great work the CIYEP team are doing. A good news story (published in the Cairns Post) has been included in the report submission of DFO Cairns Management Team donating sporting equipment, water bottles and bags, a bbq as well as offering trade services to initiate revamping the Provider's outdoor spaces. The Provider states they have held 3 group activities this reporting period, though details of these activities and attendance numbers is limited. Condensed case samples have been provided in the report submission, demonstrating the Provider's efforts in providing support to young clients with complex needs and achieving positive results.		
Lessons Learned	Nil		
Identified Actions	The Provider would benefit from including further details relating to the outcomes they have achieved during the reporting period. The photographs submitted demonstrate there is great outcomes being made, there is limited narrative to support this. It is unclear the number of clients being serviced through this program as this information has not been captured through KPIs or in the narrative of the report. The Indigenous Employment KPI is below the set target and requires the Engagement Team to discuss with the Provider ways to remedy this result. The target of 100% may need to be reviewed and amended to be more realistic noting the specific roles required to deliver the program. With CIYEP staff completing the training with Key Counselling, have staff adopted any changes to their case management practices, ie. how they work with clients? Any improvements to case noting and planning?		
Assessor Recommendation	The Provider has submitted a performance report which included adequate details for an assessment to be undertaken. Whilst the Provider has included good news stories and case samples, they would benefit from including more narrative relating to key objectives as outlined in the project description. The Performance Report has been rated as a PASS and performance rated as Satisfactory for approval by the Delegate. QA of the location attribution data has been completed.		
Assessor		Assessed On	8/08/2022
Engagement Officer Input Required?	Yes	Engagement Officer	S47F
Engagement Officer Comments	EO notes and supports GMU Assessors comments. EO will provide feedback to the Provider, in particular encouraging them to include more narrative relating to key objectives as outlined in the project description. The new project schedule in place from 1 July 2022 has been negotiated with the provider and includes clear delivery targets. EO notes one KPI was marked as 'needs to improve' re ATSI employment percentage. This KPI has been renegotiated and updates in the new project schedule to better align with delivery.		

KPI Assessment		
KPI Code	KPI Rating	Comments
D310.02 - Number of Group Activities	1- Satisfactory	3 group activities were held under the activity in the reporting period (No target set for this KPI)
D321.02 - Number of Referrals	1- Satisfactory	Total of 11 referrals (3 females and 8 males)
MKDI.D1 - Employment Numbers	1- Satisfactory	Total of 4 FTE (2 males and 2 females) 1 Indigenous female and 2 Indigenous males
MKDI.D2 - Hours Worked - Indigenous Staff	1- Satisfactory	2,985 hours worked by all Indigenous people employed under the activity
MKDI.D3 - Hours Worked - All Staff	1- Satisfactory	3,976.5 hours worked by all people employed under the activity
MKPI.M1 - Indigenous Employment	2 - Needs to Improve	75.07% (Target 100%)
MKPI.M2 - Core Service Provision	2 - Delivery meets requirements	Delivery of services aligns with the objectives outlined in the project agreement
P310.05 - Appropriate Qualifications	1- Satisfactory	100% of people employed have or are working towards relevant qualifications
P310.07 - Client Satisfaction	1- Satisfactory	100% of feedback forms show moderate to high satisfaction that needs have been met by this interaction
P320.02 - Participation	1- Satisfactory	100% of unique clients are participating in activities (Target 90%)
P320.04 - Assessment of Impact	1- Satisfactory	100% of stakeholders agree that the events reduced the risk of participating youth committing crimes

Approval Details	
Approver	s47F
Approver Level	Executive Level 2
Approver Office	Eastern Grants Management Unit Program Performance Delivery
Approval Comments	
Approved On	9/08/2022
Payment Milestone ID	
Payment Approved?	Not Applicable

Payment Approval Comments	
Payment Milestone Completed?	Not Applicable

NINTIRINGANYI INDIGENOUS CORPORATION

ICN: 8366
ABN 75 931 956 386

Management Declaration

Organisation Name: Nintiringanyi Indigenous Corporation
(Nintiringanyi Cultural Training Centre)

Activity Name: *Cairns Indigenous Youth Empowerment Program*

Project ID: 4-G47FD4A

Grant Agreement Managing Office: NIAA – GMU Cairns

Activity Start Date: 1 July 2021

Grant Agreement Acquittal Reporting Period: 1 July 2021 to 30 June 2022

Total Value of Funds to be Acquitted: \$467,570.74

We declare that the financial acquittal report of the '*Cairns Indigenous Youth Empowerment Program*' GRANT AGREEMENT is in accordance with the '*Cairns Indigenous Youth Empowerment*' GRANT AGREEMENT. In particular, the Statement of Grant Income and Expenditure:

- a) Gives a complete and accurate view of the '*Cairns Indigenous Youth Empowerment Program*' Income and Expenditure ; and
- b) All funding was expended for the project and in accordance with the Grant Agreement;

Explanation of nil interest:

All funds were expended through Nintiringanyi Project Account which is an interest free account.

1. CIYEP Audit Report

s47F

s47F

Acting Chief Executive Officer

26 / 10 / 22

Empowering Indigenous Individuals – Families – Communities

PO Box 917, Manunda, Queensland 4870, Australia
Ph 07 4047 8700 Fax 07 4033 6077 Email: admin@nctc.org.au

NINTIRINGANYI INDIGENOUS CORPORATION
WEST CAIRNS YOUTH PROGRAM & DIVERSION (CIYEP)(wcyi)
ICN 8366

Financial Statements

For the year ended 30 June 2022

PVW Partners

153 Buchan Street

Bungalow Queensland 4870

Phone: (07) 42 255 333 Fax: (07) 40 411 299

NINTIRINGANYI INDIGENOUS CORPORATION WEST CAIRNS YOUTH PROGRAM & DIVERSION

Contents

Committee's Report

Income and Expenditure Statement

Statement by Members of the Committee

Independent Auditor's Report to the Members

NINTIRINGANYI INDIGENOUS CORPORATION WEST CAIRNS YOUTH PROGRAM & DIVERSION

Your committee members submit the financial statements of the NINTIRINGANYI INDIGENOUS CORPORATION, WEST CAIRNS YOUTH PROGRAM & DIVERSION for the financial year ended 30 June 2022.

Committee Members

The names of committee members at the date of this report are:

s47F

Principal Activities

The principal activities of the association during the financial year were:

The provision of education, training and community activities for the Indigenous people of Far North Queensland.

Significant Changes

No significant change in the nature of these activities occurred during the year.

Operating Result

The profit from ordinary activities after providing for income tax amounted to \$Nil

Signed in accordance with a resolution of the Members of the Committee on:

Committee Member: _____

s47F

Dated this 26th day of September 2022

**NINTIRINGANYI INDIGENOUS CORPORATION
WEST CAIRNS YOUTH PROGRAM & DIVERSION**

**Income Statement
For the Year Ended 30th June 2022**

S47G

The accompanying notes form part of these financial statements.
These statements should be read in conjunction with the attached compilation report.

**NINTIRINGANYI INDIGENOUS CORPORATION
WEST CAIRNS YOUTH PROGRAM & DIVERSION**

Notes to the Financial Statements

For the year ended 30 June 2022

Note 1: Summary of Significant Accounting Policies

This financial report is a special purpose financial report prepared in order to satisfy the financial reporting requirements of the Associations Incorporations Act of Queensland. The committee has determined that the association is not a reporting entity.

The financial report has been prepared on an accruals basis and is based on historical costs and does not take into account changing money values or, except where specifically stated, current valuations of non-current assets.

The following significant accounting policies, which are consistent with the previous period unless otherwise stated, have been adopted in the preparation of this financial report.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, deposits held at call with banks, and other short-term highly liquid investments with original maturities of three months or less.

**NINTIRINGANYI INDIGENOUS CORPORATION
WEST CAIRNS YOUTH PROGRAM & DIVERSION**

**Notes to the Financial Statements
For the Year Ended 30th June 2022**

s47G

The accompanying notes form part of these financial statements.
These statements should be read in conjunction with the attached compilation report.

**NINTIRINGANYI INDIGENOUS CORPORATION
WEST CAIRNS YOUTH PROGRAM & DIVERSION**

**Statement by Members of the Committee
For the year ended 30 June 2022**

The Committee has determined that the funding programme is not a reporting entity and that this special purpose financial report should be prepared in accordance with the accounting policies outlined in Note 1 to the financial statements.

In the opinion of the Committee the Income and Expenditure Statement, Statement of Financial Position, and Notes to the Financial Statements:

1. Presents fairly the financial position of NINTIRINGANYI INDIGENOUS CORPORATION as at 30 June 2022 and its performance for the year ended on that date.
2. At the date of this statement, there are reasonable grounds to believe that the association will be able to pay its debts as and when they fall due.

The Committee is responsible for the reliability, accuracy and completeness of the accounting records and the disclosure of all material and relevant information.

This statement is made in accordance with a resolution of the Committee and is signed for and on behalf of the Committee by:

s47F

President

s47F

Acting
Treasurer

Financial Acquittal Report

Activity and financial acquittal report details:

Activity ID:	4-G47FD4A	Activity:	Cairns Indigenous Youth Empowerment Programme
Reporting Period:	2021-07-01 to 2022-06-30	Due Date:	2022-09-30
Program Schedule ID:	4-G47FD2P	Program:	SW - Crime Prevention Projects
Review ID:	4-GEJTC7T		

Please attach completed acquittal documentation.

Your report will not be received by the National Indigenous Australians Agency for assessment until you click the Submit button.

You may be contacted by email or phone if the National Indigenous Australians Agency requires more information to support your report.

[Please refer to the list of attached documents on the last page.]

Need Help?

If you need further information or assistance please call the Activity Manager for this Activity.

Disclaimer:

Although all care is taken, the Australian Government accepts no responsibility for the accuracy or completeness of this document.

Completed documents remain confidential to the National Indigenous Australians Agency. The commercial and personal information of services and participants will not be released outside the terms of the advice provided.

Note:

A person who knowingly provides false or misleading information or documents to the Commonwealth, or omits information causing the information provided to be misleading, or acts



dishonestly with the intention of obtaining a gain for themselves or causing a loss to the Commonwealth is guilty of an offence which is punishable by imprisonment under the Criminal Code Act 1995 (Cth).

Attached Document

Documents:

CIYEP Management & Financial Audit Report
21-22.pdf



Australian Government
National Indigenous
Australians Agency



NIAA

s47F

Program Manager
Nintiringanyi Indigenous Corporation
s47F @nctc.org.au

Dear s47F

ACQUITTAL ADVICE

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

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

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

Activity ID	4-G47FD4A
Project Title	Cairns Indigenous Youth Empowerment Programme
Programme	1.3 - Safety and Wellbeing – SW - Crime Prevention Projects
Acquittal Period	1/07/2021 to 30/06/2022

Financial Acquittal Details	Amount
Funding released for year	\$467,570.74
Activity generated income - interest	\$0.00
Activity generated income - other than interest	\$0.00
Total Value of Funds Acquitted for period ending 30/06/2022	\$467,570.74
Actual Approved Expenditure	\$467,570.74
Acquittal Balance (Positive Value if Underspend, Negative Value if Overspend)	\$0.00
Outcome	Approved Amount (ex GST)
Fully expended	\$0.00

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

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

Yours sincerely

s47F

s47F

Eastern | Grants Management Unit | Program Performance Delivery
National Indigenous Australians Agency

16/12/2022

OFFICIAL