

s47E(c)

From: s47E(c)
Sent: Thursday, 8 June 2023 12:57 PM
To: s47F
Cc: s47E(c) (Unclassified); s47F
Subject: Executed NATSIHA Contract Deed of Variation – Capacity and Capability Grant extension [SEC=OFFICIAL]
Attachments: NATSIHA Contract Variation - Executed 7 June 2023.pdf

OFFICIAL

Hi s47F,

Thanks again for the prompt return of the deed of variation for contract extension for the NATSIHA Capacity and Capability grant.

Please find attached an executed copy of the deed of variation and varied project schedule for your records. An signed hard copy is also on its way to NATSIHA and should be with you early next week.

Cheers,
s47E(c)

s47E(c) | Director
 National Housing Policy | Housing and Infrastructure Branch | Social Policy Group
 National Indigenous Australians Agency
 p s47E(c) | s47E(c)
 Charles Perkins House 16 Bowes Place Phillip ACT 2606 | GPO Box 2191 Canberra 2601
 w. niaa.gov.au w. indigenous.gov.au



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



From: s47E(c)
To: s47E(c) (Unclassified)
Cc: s47E(c)
Subject: NATSIHA contract variation - deed of variation - executed [SEC=OFFICIAL]
Date: Wednesday, 7 June 2023 5:24:00 PM
Attachments: [NATSIHA Contract Variation - Executed 7 June 2023.pdf](#)
[image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

OFFICIAL

Hi s47E(c),

Please find attached executed deed of variation for NATSIHA’s contract extension. I will pop one of the original hard copies back to NATSIHA via express post for their records. Is it best to post the other original hard copy to you for GMU records or is a scanned original adequate for NIAA records?

Kind regards,

s47E(c) | Adviser
 National Housing Policy Team | Housing and Infrastructure Branch | Social Policy Group
 National Indigenous Australians Agency
 p. s47E(c)
 e. s47E(c) @niaa.gov.au
 Ngunnawal Country |
 Charles Perkins House | 16 Bowes Place Phillip ACT 2606 | GPO Box 2191 Canberra 2601
 w. [niaa.gov.au](#) w. [indigenous.gov.au](#)
PLEASE NOTE: I work Part Time Hours: Monday – Thursday inclusive.



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





Australian Government

National Indigenous Australians Agency

DEED OF VARIATION NO. 1 TO
PROJECT AGREEMENT

between

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

AND

**National Aboriginal and Torres Strait Islander Housing Association Limited
(ABN 70 646 448 142)**

Head Agreement reference number (system ID)	4-HAO4BFJ
Project Schedule reference number (system ID)	4-HBIG4TY
Provider reference number (system ID)	4-GPW4R2R

Version: 2 May 2017

DEED OF VARIATION

Date

This Deed of Variation is made on the date the last Party to sign this Agreement does so.

Parties

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

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

and

National Aboriginal and Torres Strait Islander Housing Association Limited (ABN 70 646 448 142) Suite 3.01, L3, 24 Montgomery Street, Kogarah NSW 2217 (**the Provider**)

Context

- A. The Parties entered into a Head Agreement for Indigenous Grants dated 17 June 2022 (**Head Agreement**).
- B. The Parties entered into a Project Schedule – Culture and Capability Programme dated 17 June 2022 (**the Project Schedule**).
- C. The Head Agreement and the Project Schedule created a separate Project Agreement dated 17 June 2022 (**the Project Agreement**).
- D. The Parties now wish to amend the Project Agreement as set out in this Deed of Variation.
- E. The Project Agreement requires that a variation be in writing and signed by both Parties.

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

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

2. Commencement

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

3. Variation of the Project Agreement

- 3.1 The Project Agreement is amended as set out in this clause 3.
- 3.2 Delete the existing Schedule, ID 4-HBIG4TY and replace with the amended Schedule, ID 4-HBIG4TY at Annexure A to this Deed of Variation, which includes all changes effected through this variation in highlight and any changes effected through previous variations.

4. Amendments

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

5. Inconsistency

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

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

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

7. Further Acts

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

8. Costs

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

9. Applicable law

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

Executed by the parties as a deed

Commonwealth:

SIGNED, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by the National Indigenous Australians Agency (ABN 30 429 895 164) by its duly authorised delegate:

SIMONE PERSSON
(Name of Commonwealth Representative)

s47E(c)

(Signature of Commonwealth Representative)

Branch Manager Housing
(Position of Commonwealth Representative)

s47E(c)

(Name of Witness in full)

Infrastructure 7/6/23
s47E(c)

(Signature of Witness)

Provider:

SIGNED, sealed and delivered for and on behalf of National Aboriginal and Torres Strait Islander Housing Association Limited (ABN 70 646 418 142) in accordance with its rules:

s47F

(Name and position held by Signatory)

s47F

(Signature)

05/06/23

s47F

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

s47F

(Signature of second Signatory / Witness)

5/6/23

Notes about the signature block:

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



Australian Government

National Indigenous Australians Agency

PROJECT SCHEDULE – GENERAL GRANTS CULTURE AND CAPABILITY PROGRAMME

Executed by

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

AND

National Aboriginal and Torres Strait Islander Housing Association Limited (ABN 70 646 448 142)

Grant System Agreement number (System ID)	4-HAO4BFJ
Project Schedule reference number (System ID)	4-HBIG4TY
Provider reference number (System ID)	4-GPW4R2R

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Version: September 2021

ANNEXUE A – DEED OF VARIATION 1

How this Project Schedule works

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

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

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

 this Project Schedule;

 the Head Agreement; and

 any attachments to, or documents incorporated by reference into, either of those documents.

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

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

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

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

PART 1: PROJECT AND GRANT SUMMARY

1. List of Projects

Project ID	Project name
4-HBIG4U4	NATSIHA Housing Peak Body Capacity Building

2. List of Grants

Project ID – Project name	Amount (excl GST)	GST (if applicable)	Total (incl GST)
4-HBIG4U4 - NATSIHA Housing Peak Body Capacity Building	\$5,000,000.00	\$500,000.00	\$5,500,000.00
TOTAL	\$5,000,000.00	\$500,000.00	\$5,500,000.00

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

1. Interpretation

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

2. Programme

- 2.1 The Grants are provided under the Culture and Capability Programme.

3. Programme outcomes

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

Programme outcomes

- Support the expression, engagement and conservation of Indigenous culture.
 - Increase Indigenous Australians' participation in the social and economic life of Australia through healing, and strengthening the capability, governance and leadership of Indigenous Australians, organisations and communities.
 - Promote broader understanding and acceptance of the unique place of Indigenous cultures in Australian society.
- 3.2 The Provider agrees to deliver each Project under this Project Agreement so as not to conflict with or adversely impact upon the school attendance of children in the location/s at which the Project is being delivered.

4. Overview

- 4.1 The Provider is:

Provider	Details
Full legal name	National Aboriginal and Torres Strait Islander Housing Association Limited
Trading name	National Aboriginal and Torres Strait Islander Housing Association Limited
ABN, ICN, ACN or other identifier	70 646 448 142

- 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	31 October 2024 31 December 2025 or earlier termination date.

ANNEXUE A – DEED OF VARIATION 1

5. Strengthening Organisational Governance - one-off payment

- 5.1 If the Provider has been required to become incorporated pursuant to clauses 64 to 68 of the Head Agreement, the Commonwealth will pay a one-off payment of \$10,000 (excl GST) following:
- (a) the Provider changing its incorporation status in accordance with clauses 64 to 68 of the Head Agreement; and
 - (b) the Commonwealth receiving proof of the change in incorporation status.
- 5.2 The parties agree that this payment represents a genuine pre-estimate of the costs likely to be incurred by the Provider in complying with the incorporation requirement, and that the Commonwealth is not liable for any further amount. This payment is a one-off payment, and will be made only if the Provider has not received a similar payment under another Project Agreement.
- 5.3 The payment provided for under Part 2 item 0 is a Grant for the purpose of this Project Agreement.

6. Bank account details

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

Bank / institution name	s47G(1)(a)
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

ANNEXUE A – DEED OF VARIATION 1

(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	<p>The following information must be provided:</p> <ol style="list-style-type: none"> 1. A Financial Declaration: <ol style="list-style-type: none"> a) verifying that the Grant was expended for the Project and in accordance with the Project Agreement; b) specifying any amount of the Grant that remains unspent for that Financial Year; and c) certified by the Provider's CEO, Board or authorised officer. <p>Financial declarations will be required only where requested by the Commonwealth. In accordance with clause 116 of the Head Agreement, Providers must keep full and accurate records relating to Grant expenditure.</p> <ol style="list-style-type: none"> 2. Expenditure Report <ol style="list-style-type: none"> a) a detailed statement of income and expenditure relating to the Grant; and b) a financial declaration as referred to above. <p>If audited, the report is to be audited in accordance with clauses 55-56 of the Head Agreement.</p> <p>Part 3 of this Project Schedule specifies whether the Expenditure report for a Project is to be unaudited or audited.</p>
Working with Vulnerable People and Work Health and Safety Statement of Compliance	<ol style="list-style-type: none"> 1. Annual statement of compliance with relevant Head Agreement obligations, including where identified, mandatory state and territory legislative requirements for the jurisdiction in which the Project is held, pertaining to: <ol style="list-style-type: none"> a) Working with Vulnerable People, including children (WWVP); and b) Work Health and Safety (WHS).

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

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

1. Interpretation

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

3: PROJECT ID – 4-HBIG4U4 - NATSIHA Housing Peak Body Capacity Building

2. Project description

2.1 The Provider must deliver the following Project:

Project description

- 2.2 The Provider must deliver the following Project to establish and build the capacity of the National Aboriginal and Torres Strait Islander Housing Association as the national peak housing body for First Nations people (the Project).
- 2.3 The Project is to provide advice and guidance to the Australian and Jurisdictional Governments on policy and budget matters and advocate for community-developed solutions that contribute to the quality of life and improved housing outcomes for First Nations people.
- 2.4 The Provider will be inclusive and responsive to the issues, needs and priorities developed and informed by the Aboriginal community-controlled housing sector. This includes, as appropriate, the involvement of tenants and members of the Aboriginal community more broadly.

Project Objectives

- 2.5 The objectives of the Project are:
- (a) Recruiting a CEO to assist and guide the establishment of the governance and administration of the organisation;
 - (b) Progressive recruitment of key staff as identified and required;
 - (c) Leasing of appropriate premises, purchase of appropriate hardware and software for operations;
 - (d) Develop strategic and operational plans required to meet the immediate and medium-term needs of the organisation;
 - (e) Development of policies and procedures required for the effective governance and general operations of the organisation;
 - (f) Identification of 'key stakeholders' including the type of relationship they would have with NATSIHA (both formal and informal);
 - (g) Co-design programs that are culturally safe and appropriate for Aboriginal and Torres Strait Islander Community Controlled Housing Organisations (ATSICCHO);
 - (h) Development of a National Indigenous Housing Employment Strategy for housing, encompassing all jurisdictions;
 - (i) Review and develop a National Indigenous Housing Standard, encompassing all jurisdictions;
 - (j) Develop culturally appropriate rental, mortgage, and financial literacy advice.

ANNEXUE A – DEED OF VARIATION 1

Collaboration, Engagement, Governance and Staffing

- 2.6 The Provider must:
- (a) Work collaboratively with key stakeholders across all jurisdictions, including but not limited to state and territory governments, ATSIKCHOs, other national, state and territory peak bodies and other community services;
 - (b) Maintain established linkages and strategic partnerships with relevant agencies including, but not limited to, state and territory governments, ATSIKCHOs, other national, state and territory peak bodies and other community services;
 - (c) Maintain strong governance and financial management arrangements complying with Australian law;
 - (d) Use their best endeavours to employ First Nations people to work on the Project;
 - (e) Ensure that any staff working on the Project have demonstrated experience working with First Nations people and can demonstrate cultural competency.
- 2.7 The Project is to be delivered nationally, with the Project location operating from the Provider's Administrative Office.
- 2.8 The Provider will work collaboratively with the National Indigenous Australians Agency (NIAA) to ensure successful delivery of the Project.

Financial Sustainability

- 2.9 Future financial sustainability and funding for NATSIHA must be part of its operational and strategic planning.
- 2.10 The Provider must obtain and allocate additional funding contributions from State and Territory Governments, the private sector, non-government organisation and donations, to support the operations of the NATSIHA.
- 2.11 The Provider must document this clearly, and to the Commonwealth's satisfaction, in the budget information you (the Provider) provide to the Agency in the reports as required in Part 3, item 7; Reporting and Site Visits.

Reporting

- 2.12 The Provider must submit to the Commonwealth all the data and reports specified in Part 3, item 7 (Reporting and Site Visits) of this Agreement.
- 2.13 The Provider must provide information and other supporting documentation that addresses the Project Objectives, to the Commonwealth as an attachment to the performance reporting as detailed in Part 3, item 7: Reporting and Site Visits.
- 2.14 Reporting includes:
- (a) submission of an annual detailed Budget, to include detail of funds contributed from State and Territory Governments, the private sector, non-government organisation and donations, as stipulated in Part 3, item 7: Reporting and Site Visits.
 - (i) detailed budget must reflect the annual Grant funding amounts detailed at Part 3, item 10 – Additional Conditions.

ANNEXUE A – DEED OF VARIATION 1

- (ii) Budget to be agreed by the Commonwealth.
- (b) submission of an Annual Work Plan as stipulated in Part 3, item 7: Reporting and Site Visits.
 - (i) Annual Work Plan to be submitted on the template supplied by the Agency.
 - Annual Work Plan to be agreed by the Commonwealth.

Activity generated income

- 2.15 Activity generated income is any income earned by the Provider as a result of grant funding under this Project Schedule such as but not limited to interest, proceeds from sale of assets and insurance payments.
- 2.16 All activity generated income is to be included as part of the grant income for this Project.

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	50 per cent of hours worked in the reporting period under the activity, are worked by an Indigenous person. Source: Service Provider. Frequency: 6 monthly.
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. Frequency: 6 monthly.
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. Frequency: 6 monthly.
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. Frequency: 6 monthly.
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.

ANNEXUE A – DEED OF VARIATION 1

4. Duration of Project

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

Project dates	Details
Project Start Date	01 March 2022
Project End Date	30 June 2024 30 June 2025 or earlier termination date

4.2 The parties acknowledge that this Project Agreement operates with retrospective effect and that the Provider commenced conducting the Project for the purposes of this Project Agreement on 01 March 2022 ("Project Start Date") Furthermore, the Provider warrants that at all times on and from the Project Start Date it has complied with the terms and conditions of this Project Agreement.

4.3 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.

4.4 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.

4.5 If the Provider accepts the Commonwealth's offer under clause 4.4, the terms of any such extension are to be documented by way of a deed of variation on terms acceptable to the Agency and such extension will only be effective upon the formal execution of the deed of variation by the Commonwealth and the Provider.

5. Party representatives for notices

(Clauses 134 – 135 of the Head Agreement)

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

Commonwealth	Details
Contact officer / position for Project	s47E(c)
Physical / postal address(es) for notices	1 Short Street, PO Box 613 BROOME WA 6725
Telephone	s47E(c)
E-mail	s47E(c) @official.niaa.gov.au

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Provider	Details
Contact officer / position for Project	s47F [REDACTED]
Physical / postal address(es) for notices	Suite 3.01, L3, 24 Montgomery Street, Kogarah NSW 2217 Unit 27, 3-7 Fetherstone St, BANKSTOWN, NSW, 2200
Telephone	s47F [REDACTED]
E-mail	s47@natsiha.org.au s47F [REDACTED]

6. Location

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

Organisation venue name	Organisation venue address	Estimated financial Attribution %
National Aboriginal and Torres Strait Islander Housing Association Limited	Unit 27, 3-7 Fetherstone St, BANKSTOWN, NSW, 2200 Suite 3.01, L3, 24 Montgomery Street, Kogarah NSW 2217	100%

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

ANNEXUE A – DEED OF VARIATION 1

7. Reporting and site visits

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

7.1 relevant facilitate site visits conducted by the Commonwealth, by the following due dates:

Report	Due date
Performance Report covering the period 01 March 2022 to 30 June 2022	15 July 2022
Submission of Expenditure Statement for the period 01 March 2022 to 30 June 2022	15 July 2022
Submission of detailed budget for the period 01 July 2022 to 30 June 2023. Budget to be agreed by the Commonwealth.	31 July 2022
Submission of Annual Work Plan covering the period 01 March 2022 to 30 June 2023 as detailed in Part 3, Item 2, 2.12 (b). Annual Work Plan to be agreed by the Commonwealth.	31 July 2022
Audited Expenditure Report covering the period 01 March 2022 to 30 June 2022	30 September 2022
WWVP and WHS Statement of Compliance	31 October 2022
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	31 December 2022
Performance Report covering the period 01 July 2022 to 31 December 2022	15 January 2023
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date	30 June 2023
Performance Report covering the period 01 January 2023 to 30 June 2023.	15 July 2023
Submission of detailed budget for the period 01 July 2023 to 30 June 2024. Budget to be agreed by the Commonwealth.	31 July 2023
Submission of Annual Work Plan covering the period 01 July 2023 to 30 June 2024 as detailed in Part 3, Item 2, 2.12 (b). Annual Work Plan to be agreed by the Commonwealth.	31 July 2023
Audited Expenditure Report covering the period 01 July 2022 to 30 June 2023.	30 September 2023
WWVP and WHS Statement of Compliance	31 October 2023
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date	31 December 2023
Performance Report covering the period 01 July 2023 to 31 December 2023	15 January 2024

ANNEXUE A – DEED OF VARIATION 1

Site visit, to be conducted by the Commonwealth in the three months leading up to the due date	30 June 2024
Performance Report covering the period 01 January 2024 to 30 June 2024	15 July 2024
Submission of Annual Work Plan covering the period 01 July 2024 to 30 June 2025 as detailed in Part 3, Item 2, 2.12 (b). Annual Work Plan to be agreed by the Commonwealth.	31 July 2024
Audited Expenditure Report covering the period 01 July 2023 to 30 June 2024	30 September 2024
WWVP and WHS Statement of Compliance	31 October 2024
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date	31 December 2024
Performance Report covering the period 01 July 2024 to 31 December 2024	15 January 2025
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date	30 June 2025
Performance Report covering the period 01 January 2025 to 30 June 2025	15 July 2025
Audited Expenditure Report covering the period 01 July 2024 to 30 June 2025	30 September 2025
WWVP and WHS Statement of Compliance	31 October 2025

8. Grant payments

(Clauses 11 and 12 of the Head Agreement)

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

Anticipated date	Description of event, outcome or performance target	Amount (excl GST)	GST	Total (incl GST)
15 June 2022	Payment within 20 days of the execution of the Project Agreement or the Project Start Date, whichever is later.	\$1,045,300.00	\$104,530.00	\$1,149,830.00 PAID
31 July 2022	Payment upon submission of satisfactory Performance report by the Provider and the	\$988,675.00	\$98,867.50	\$1,087,542.50 PAID

ANNEXUE A – DEED OF VARIATION 1

Anticipated date	Description of event, outcome or performance target	Amount (excl GST)	GST	Total (incl GST)
	Commonwealth being satisfied with the Provider's performance			
31 January 2023	Payment upon submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the Provider's performance	\$988,675.00	\$98,867.50	\$1,087,542.50
31 July 2023	Payment upon submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the Provider's performance	\$988,675.00	\$98,867.50	\$1,087,542.50
31 January 2024	Payment upon submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the Provider's performance	\$988,675.00	\$98,867.50	\$1,087,542.50
Total Grant payable:		\$5,000,000.00	\$500,000.00	\$5,500,000.00

ANNEXUE A – DEED OF VARIATION 1

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(1)(a)
BSB number	
Account name	
Account number	

4-HBIG4U4 – NATSIHA Housing Peak Body Capacity Building – 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 spend the Grant in accordance with the detailed budget submitted as per Item 7 Reporting and Site Visits above. The detailed budget must reflect the annual Grant funding amounts detailed below:

Year 2022-2024		
Grant Funding	Grant amount (GST exclusive)	Contribution from State and Territory Government and private sector (GST exclusive)
2021-2022	\$1,045,300.00	
2022-2023	\$1,977,350.00	
2023-2024	\$1,977,350.00	
Total	\$5,000,000.00	

Year 2022 - 2025				
	2021-22	2022-23	2023-24	2024-25
Releases	\$1,045,300.00	\$1,977,350.00	\$1,977,350.00	\$0.00
Carried forward		\$967,246.00	\$2,264,596.00	\$2,264,596.00
Total	\$1,045,300.00	\$2,944,596.00	\$4,241,946.00	\$2,264,596.00
Budget Expenditure	\$78,054.00	\$680,000.00	\$1,977,350.00	\$2,264,596.00
Balance	\$967,246.00	\$2,264,596.00	\$2,264,596.00	\$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. ~~submitted annually as a reporting milestone as set out in Item 7.~~

Any changes to the budget must be agreed in writing but without the requirement of a contract variation as set out in clause 139 "Variation" of the Head Agreement.

ANNEXUE A – DEED OF VARIATION 1

Unspent grant funds

- 10.3 The Provider may carry forward unspent Grant money up to \$1,045,300.00 (GST Exc) from the 2021-22 financial year to the 2022-23 financial year, without seeking the Commonwealth's approval.
- 10.4 If the funds set out in the detailed Budget have not been fully expended by the end of the relevant financial year listed at 10.1 above, the Commonwealth may exercise the following rights in relation to the unexpended amount of those funds (in this clause, 'the unspent amount'), which are in addition to its other rights in clause 81 of the Head Agreement:
- 10.5 The Commonwealth may by notice:
- (a) direct the Provider to spend the unspent amount for a purpose specified by the Commonwealth;
 - (b) reduce a Grant payment under this or any other Project Agreement, up to the unspent amount; or
 - (c) require the Provider to pay to the Commonwealth an amount specified in the notice up to the unspent amount, by the date specified in the notice.

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 for over \$5,000;
 - 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.

From: s47E(c) (Unclassified)
To: s47E(c)
Cc: s47E(c)
Subject: RE: NATSIHA - contract extension variation [SEC=OFFICIAL]
Date: Tuesday, 6 June 2023 3:24:37 PM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

OFFICIAL

Hi s47E ()
That's great news.
Once you provide this executed variation, I can then enter the SCSO Variation and process that.

s47E ()

s47E(c)
Senior Agreement Manager
Grants Management Unit – Canberra
Program Performance and Delivery Group
National Indigenous Australians Agency

p. s47E(c)
e. s47E(c) @official.niaa.gov.au

From: s47E(c) (Protected) s47E(c) @niaa.gov.au>
Sent: Tuesday, 6 June 2023 11:22 AM
To: s47E(c) s47E(c) @official.niaa.gov.au>
Cc: s47E(c) (Protected) s47E(c) @niaa.gov.au>; s47E(c) (Protected) s47E(c) @niaa.gov.au>
Subject: NATSIHA - contract extension variation [SEC=OFFICIAL]

OFFICIAL

Hi s47E () ,

I hope you are well. Just wanted to let you know we have received the signed copy of the deed of variation for the NATSIHA capacity and capability grant (4-HAO4BFJ; 4-HBIG4TY; and 4-GPW4R2R)

I will arrange for Commonwealth signature of variation as soon as possible this week and scan a soft copy directly to you.

Kind regards,

s47E(c) | Adviser
National Housing Policy Team | Housing and Infrastructure Branch | Social Policy Group
National Indigenous Australians Agency
p. s47E(c)
e. s47E(c) @niaa.gov.au
Ngunnawal Country |
Charles Perkins House | 16 Bowes Place Phillip ACT 2606 | GPO Box 2191 Canberra 2601
w. [niaa.gov.au](#) w. [indigenous.gov.au](#)
PLEASE NOTE: I work Part Time Hours: Monday – Thursday inclusive.

NIAA C-19 signature block updated



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s47E(c)

From: s47E(c)
Sent: Monday, 5 June 2023 3:04 PM
To: s47F
Cc: s47F
Subject: RE: URGENT - Deed of Variation 1 [SEC=OFFICIAL]

OFFICIAL

Hi s47F

Many thanks for actioning so promptly! We will let you we receive and when it has been actioned.

Thanks,
s47E(c)

s47E(c)
Housing and Infrastructure Branch | Social Policy Group
National Indigenous Australians Agency
p. s47E(c) | s47E(c)



*The National Indigenous Austr
throughout Australia and ackn
respects to the people, the cul*

From: s47F s47F @natsiha.org.au>
Sent: Monday, 5 June 2023 2:46 PM
To: s47E(c) s47E(c) @niaa.gov.au>
Cc: s47F s47F @natsiha.org.au> s47 s47F @natsiha.org.au>
Subject: URGENT - Deed of Variation 1 [SEC=OFFICIAL]

Good Afternoon s47E(c)

I hope this email finds you well.

The 2 copies of the Deed Variation have been signed by NATSIHA and was sent via Express post today.

The tracking number is:
R237091033361658006140907

Kind Regards,



s47F

Executive/ Administration Officer
 NATSIHA – National Aboriginal & Torres Strait Islander Housing Association
 Suite 3.01, L3, 24 Montgomery Street, Kogarah NSW 2217
 M s47F | Es47F | [@natsiha.org.au](mailto:s47F@natsiha.org.au)

NATSIHA would like to acknowledge the Traditional Owners and Custodians of the land in which we work, live, and meet.

We acknowledge our work impacts and supports every country of our First Nations peoples. We pay our deepest respects to their Elders past, present, and emerging leaders.

We would also like to acknowledge that the foundation and work delivered by NATSIHA is because of the hard work of our strong First Nations men and women that came before us.

From: s47E(c) <s47E(c)@niaa.gov.au>

Sent: Thursday, June 1, 2023 3:57 PM

To: s47 s47F @natsiha.org.au; s47F s47F @natsiha.org.au; s47F

s47F @natsiha.org.au>

Cc: s47E(c) s47E(c) @niaa.gov.au>

Subject: FOR ACTION: Deed of Variation 1 - For Provider Signature [SEC=OFFICIAL]

Importance: High

OFFICIAL

Hi s47 and s47,

Apologies to have missed you yesterday s47. In future we will make sure to arrange a visitor car park! I hope the meetings with ANU went well.

Please find attached for **urgent** consideration and signature by NATSIHA, the required contract variation for extension of the NATSIHA capacity and capability grant, to ensure NATSIHA retains its funding until 2024-2025. The attached deed of variation is separate and additional to the contract variation s47E(c) emailed to s47 this morning for NATSIHA to receive the supplementary funding.

For the deed to be executed:

- two hard copies need to be printed, signed by NATSIHA's CEO and COO and witnessed, and mailed (registered mail and express post) back to us for signature.
- once the Agency delegates have signed the contract, it will be executed and one original copy will be mailed back to NATSIHA for its records.
- GMU have informed us, given the additional supplementary funding variation, this deed of variation needs to be executed urgently (by Thurs 8 June 2023).

Our apologies for the tight timeframes. We had understood we had until 30 June to get this sorted, but this is no longer the case.

Please note:

- the variation relates only to extension of the contract and reporting requirements, milestones and such have not changed in detail, but have been included to cover the additional time the contract runs (to end of 2024-25 financial year).
- The deed must be executed in full as soon as possible (and before 16 June 2023), to allow the next tranche of reporting requirements to be released to NATSIHA for completion, and for the supplementary funding contract to be finalised and associated supplementary funding to be released.

If you have any questions at all, please do not hesitate to contact myself or Sarah if there are additional details we can provide.

Many thanks,
s47E(c)

s47E(c) | Director
National Housing Policy | Housing and Infrastructure Branch | Social Policy Group
National Indigenous Australians Agency
p. s47E(c) | s47E(c)
Charles Perkins House 16 Bowes Place Phillip ACT 2606 | GPO Box 2191 Canberra 2601
w. niaa.gov.au w. indigenous.gov.au



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s47E(c)

From: s47F s47F @natsiha.org.au
Sent: Thursday, 1 June 2023 4:14 PM
To: s47E(c); s47
Cc: s47E(c)
Subject: RE: FOR ACTION: Deed of Variation 1 - For Provider Signature [SEC=OFFICIAL]

Thanks s47E(c), will do, will get back to you with any questions



s47F
Chief Operations Officer
NATSIHA – National Aboriginal & Torres Strait Islander Housing Association
Suite 3.01, L3, 24 Montgomery Street, Kogarah NSW 2217
M s47F | E s47F @natsiha.org.au

NATSIHA would like to acknowledge the Traditional Owners and Custodians of the land in which we work, live, and meet.

We acknowledge our work impacts and supports every country of our First Nations peoples. We pay our deepest respects to their Elders past, present, and emerging leaders.

We would also like to acknowledge that the foundation and work delivered by NATSIHA is because of the hard work of our strong First Nations men and women that came before us.

s22(1) [Large redacted area containing multiple lines of obscured text]

s22(1)

[Redacted text block]



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s22(1)

[Redacted text block]

s47E(c)

From: s47E(c)
Sent: Thursday, 1 June 2023 2:11 PM
To: s47E(c)
Cc: s47E(c)
Subject: FOR URGENT APPROVAL AND PROVISION TO NATSIHA by Thursday 1 June 2023: Deed of Variation 1 - For Provider Signature [SEC=OFFICIAL]
Attachments: 2023.05.04 NATSIHA Deed of Variation 1 Annexure A For Provider Signature.pdf
Importance: High

OFFICIAL

Hi s47E(c) ,
 Noting we missed the opportunity to meet with s47 wednesday re the contract variation, think tank, closing the loop on site visit assessment, and outcomes from the NATSIHA meeting with ANU, please see below for email to s47 and s47 re contract variation, on the basis that EOFY reporting requirements cannot be requested until contract variation is executed (signed by C'wlth and NATSIHA).

I Have confirmed with s47 that hard copy is the preferred option. So contracts will need to be printed, signed and express posted to us (we have until 16 June – so will just need to ensure NATSIHA sign and send asap.

s22(1)

[Redacted content]

From: s47E(c)
To: s47E(c)
Cc: s47E(c)
Subject: FW: NATSIHA Variation 1 still not actioned [SEC=OFFICIAL]
Date: Thursday, 1 June 2023 12:31 02 PM
Attachments: [image001.png](#)
[image002.jpg](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[4-HBIG4U4 NATSIHA - Deed of Variation 1 - For Provider Signature SECOFFICIAL.msg](#)

Importance: High

OFFICIAL

Hi s4

Thanks for your email.

s47E(c) is the relevant EL2 for this funding agreement (copied in), and will be able to provide you with advice.

Kind regards

s47E(

From: s47E(c) s47E(c) @niaa.gov.au>
Sent: Thursday, 1 June 2023 12:23 PM
To: s47E(c) s47E(c) @niaa.gov.au>
Cc: s47E(c) (Unclassified) s47E(c) @official.niaa.gov.au>
Subject: FW: NATSIHA Variation 1 still not actioned [SEC=OFFICIAL]
Importance: High

OFFICIAL

Hello s47E(

We are waiting on further advice from your team before we can progress this Variation. It is now holding up the 2nd variation for SCSO that was recently announced by the Minister. Funding for SCSO is for 2022/23 only.

GPS closes on 16 June and we need to finalise both variations and get funds out before that date.

If the funding doesn't go out this year, you will need to rephrase and for the SCSO, you will need to find funding elsewhere within IAS program.

Seeking your support in progressing this.

Regards

s4

From: s47E(c) (Protected) s47E(c) @niaa.gov.au>
Sent: Friday, 19 May 2023 7:57 AM
To: s47E(c) (Protected) <s47E(c) @niaa.gov.au>
Cc: s47E(c) @official.niaa.gov.au>; s47E(c) (Protected) s47E(c) @niaa.gov.au>; s47E(c) (Protected) s47E(c) @niaa.gov.au>
Subject: RE: NATSIHA deed of variation [SEC=OFFICIAL]

OFFICIAL

Hi s47E,

Thanks so much for that clarification. Much appreciated.

We will keep you in the loop re execution of the deed of variation. We're hopeful to have it finalised shortly.

Thanks again and have a great day.

s47E(c)
 Housing and Infrastructure Branch
 NIAA | P. s47E(c)

From: s47E(c) s47E(c) @niaa.gov.au>
Sent: Friday, 19 May 2023 9:40 AM
To: s47E(c) s47E(c) @niaa.gov.au>
Cc: s47E(c) (Unclassified) <s47E(c) @official.niaa.gov.au>; s47E(c) @niaa.gov.au>; s47E(c) <s47E(c) @niaa.gov.au>
Subject: RE: NATSIHA deed of variation [SEC=OFFICIAL]

OFFICIAL

Hi s47,

The December date is correct and will remain as is. This allows sufficient time to ensure all deliverables and milestones under the project agreement are completed. 31 October 2025 does not allow sufficient time to finalise the receipt and assessment of the acquittal and completion of the WWVP WHS Statement of Compliance, especially if the reports are not received on time or there is an underspend to address:



s47E

From: s47E(c) <s47E(c)@niaa.gov.au>
Sent: Friday, 19 May 2023 9:23 AM
To: s47E(c) (Unclassified) s47E(c)@official.niaa.gov.au; s47E(c)@niaa.gov.au
Cc: s47E(c) s47E(c)@niaa.gov.au; s47E(c)@niaa.gov.au
Subject: NATSIHA deed of variation [SEC=OFFICIAL]

OFFICIAL

Hi s4

Thanks for your call yesterday.

s47E(and I met with Simone yesterday regarding the deed of variation for NATSIHA’s contract and she noted the ‘project agreement end date’ on page 9 of 23 under section 4.2 requires correction to 25 October 2025. Not December. May this be amended please and sent back so that we can make arrangements for NATSIHA to sign?

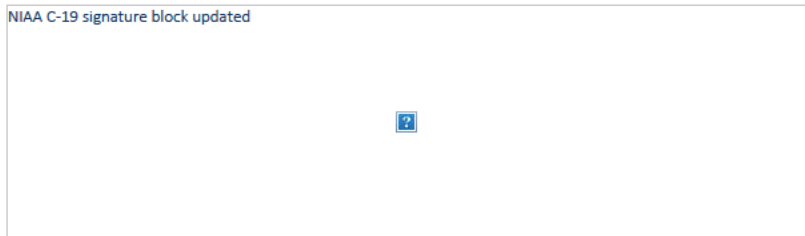
Also, when we first met to discuss the deed of variation, we understood it was required to be executed by 30 June 2023. We will do our best to execute the contract variation in light of needing to release the next reporting requests to NATSIHA, as you mentioned yesterday.

Please don’t hesitate to give me a call, if needed!

Have a great day.

s47

s47E(c) | Adviser
National Housing Policy Team | Housing and Infrastructure Branch | Social Policy Group
National Indigenous Australians Agency
P s47E(c)
e s47E(c)@niaa.gov.au
Ngunnawal Country |
Charles Perkins House | 16 Bowes Place Phillip ACT 2606 | GPO Box 2191 Canberra 2601
w niaa.gov.au w indigenou.gov.au
PLEASE NOTE: I work Part Time Hours: Monday – Thursday inclusive



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From: s47E(c)
To: s47E(c)
Subject: 4-HBIG4U4 NATSIHA - Deed of Variation 1 - For Provider Signature [SEC=OFFICIAL]
Date: Thursday, 18 May 2023 3:06:37 PM
Attachments: 2023_05_04_NATSIHA_Deed_of_Variation_1_Appexure_A_For_Provider_Sgnature.pdf
NATSIHA_Contract_Extension_Opt_ons_SECOFFICIAL_Sensitive.msg
image001.png
image002.jpg
image003.png
image004.png
image005.png
image006.png
image007.png

OFFICIAL

s47E(c)
Housing and Infrastructure Branch
NIAA | P s47E(c)

From: s47E(c) <s47E(c)@official.niaa.gov.au>
Sent: Monday, 8 May 2023 5:05 PM
To: s47E(c) <>@niaa.gov.au>
Cc: s47E(c) <>@niaa.gov.au>; s47E(c) <>@niaa.gov.au>; s47E(c) <>@niaa.gov.au>
Subject: FW: 4-HBIG4U4 NATSIHA - Deed of Variation 1 - For Provider Signature [SEC=OFFICIAL]

OFFICIAL

Hi s47E(c),
Were you able to have the Deed of Variation signed during the site visit?

s47E(c)
Senior Agreement Manager
Grants Management Unit - Canberra
Program Performance and Delivery Group
National Indigenous Australians Agency

P s47E(c)
E s47E(c)@official.niaa.gov.au

From: s47E(c)
Sent: Thursday, 4 May 2023 2:13 PM
To: s47E(c) (Protected) <s47E(c)@niaa.gov.au>
Cc: s47E(c) (Protected) <s47E(c)@niaa.gov.au>; s47E(c) (Protected) <s47E(c)@niaa.gov.au>; s47E(c) (Protected) <s47E(c)@niaa.gov.au>; s47E(c) (Protected) <s47E(c)@niaa.gov.au>; s47E(c) (Protected) <s47E(c)@niaa.gov.au>; s47E(c) (Protected) <s47E(c)@niaa.gov.au>
Subject: 4-HBIG4U4 NATSIHA - Deed of Variation 1 - For Provider Signature [SEC=OFFICIAL]

OFFICIAL

Hi s47E(c),
See attached the Deed of Variation 1 and Annexure A, with all changes in highlight. It is ready for provider signature.

Please note:
After discussion with s47E(c), I have modified the budget clause at Additional Conditions to reflect the estimated expenditure for 22-23 (from your email with extension approval - attached)

s22(1)
[Redacted]

Happy to chat further if needed

Thanks

s47E(c)

s47E(c)
Senior Agreement Manager
Grants Management Unit - Canberra
Program Performance and Delivery Group
National Indigenous Australians Agency

P s47E(c)
E s47E(c)@official.niaa.gov.au

From: s47E(c)
Sent: Thursday, 4 May 2023 10:57 AM
To: s47E(c) (Protected) <s47E(c)@niaa.gov.au>; s47E(c) (Protected) <s47E(c)@niaa.gov.au>
Cc: s47E(c) (Protected) <s47E(c)@niaa.gov.au>; s47E(c) (Protected) <s47E(c)@niaa.gov.au>; s47E(c) (Protected) <s47E(c)@niaa.gov.au>; s47E(c) (Protected) <s47E(c)@niaa.gov.au>
Subject: RE: RESPONSE: FOR COMMENT DUE THURSDAY 4 MAY 2023: 4-HBIG4U4 NATSIHA - Deed of Variation 1 - Draft for Policy Review [SEC=OFFICIAL]

OFFICIAL

Hi s47E(c),
I should have the final to you by COB today
Thanks

s47E(c)

s47E(c)
Senior Agreement Manager
Grants Management Unit - Canberra
Program Performance and Delivery Group
National Indigenous Australians Agency

P s47E(c)
E s47E(c)@official.niaa.gov.au

From: s47E(c) (Protected) <s47E(c)@niaa.gov.au>
Sent: Thursday, 4 May 2023 10:44 AM
To: s47E(c) <s47E(c)@official.niaa.gov.au>; s47E(c) (Protected) <s47E(c)@niaa.gov.au>

Cc: s47E(c) (Protected) <s47E(c)@niaa.gov.au>; s47E(c) (Protected) <s47E(c)@niaa.gov.au>; s47E(c) (Protected) <s47E(c)@niaa.gov.au>; s47E(c) (Protected) <s47E(c)@niaa.gov.au>
s47E(c) (Protected) <s47E(c)@niaa.gov.au>
Subject: RESPONSE: FOR COMMENT DUE THURSDAY 4 MAY 2023: 4-HBIG4U4 NATSIHA - Deed of Variation 1 - Draft for Policy Review [SEC=OFFICIAL]

OFFICIAL

Hi s47E(c)
No comments from us re the deed of variation / contract amendment for NATSIHA
Once the final copy is ready, I can send it to s47E(c) as she will be in Sydney meeting with NATSIHA
Thanks so much

s47E(c)
Housing and Infrastructure Branch
NIAA | P. s47E(c)

From: s47E(c) <s47E(c)@niaa.gov.au>
Sent: Thursday, 4 May 2023 7:53 AM
To: s47E(c) <s47E(c)@niaa.gov.au>
Cc: s47E(c) <s47E(c)@niaa.gov.au>; s47E(c) <s47E(c)@niaa.gov.au>; s47E(c) <s47E(c)@niaa.gov.au>
Subject: RE: FOR COMMENT DUE THURSDAY 4 MAY 2023: 4-HBIG4U4 NATSIHA - Deed of Variation 1 - Draft for Policy Review [SEC=OFFICIAL]

OFFICIAL

Hiya,
This looks fine with me. When you send through the final copy can you cc in Simone, as she will want to have a look

Cheers,
s47E(c)

s47E(c)
Housing and Infrastructure Branch | Social Policy Group
National Indigenous Australians Agency
P. s47E(c)



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From: s47E(c) <s47E(c)@niaa.gov.au>
Sent: Wednesday, 3 May 2023 3:01 PM
To: s47E(c) <s47E(c)@niaa.gov.au>
Cc: s47E(c) <s47E(c)@niaa.gov.au>; s47E(c) <s47E(c)@niaa.gov.au>; s47E(c) <s47E(c)@niaa.gov.au>
Subject: FOR COMMENT DUE THURSDAY 4 MAY 2023: 4-HBIG4U4 NATSIHA - Deed of Variation 1 - Draft for Policy Review [SEC=OFFICIAL]

OFFICIAL

Hi s47E(c)
Please find attached Deed of Variation from s47E(c) (GMU) for NATSIHA contract
All highlighted changes look good to me in regards to timeline (extended) and reporting requirements
I have no comments / changes to recommend
I'd greatly value your views on the attached by Tomorrow Morning (Apologies – this got stuck with me)
Once you have cleared, I will provide it back to s47E(c) and we can likely provide it to NATSIHA for signature during your site visit
Many thanks

s47E(c)
Housing and Infrastructure Branch
NIAA | P. s47E(c)

From: s47E(c) <s47E(c)@official.niaa.gov.au>
Sent: Wednesday, 26 April 2023 1:50 PM
To: s47E(c) <s47E(c)@niaa.gov.au>
Cc: s47E(c) <s47E(c)@niaa.gov.au>; s47E(c) <s47E(c)@niaa.gov.au>; s47E(c) <s47E(c)@niaa.gov.au>; s47E(c) <s47E(c)@niaa.gov.au>
Subject: 4-HBIG4U4 NATSIHA - Deed of Variation 1 - Draft for Policy Review [SEC=OFFICIAL]

OFFICIAL

Hi s47E(c)
Attached is the v1 of the Deed of Variation 1 for NATSIHA to move Activity End Date to 30 June 2025
All changes are in highlight. Also attached is the executed agreement

Now that ASIC records have been updated with the new address, I have lodged the request to update the org address with PMC

Can you please review the draft deed of variation, and if any changes are made, please use track changes?

I will wait to receive notification from you that you have spoken to s47E(c), before contacting him

Thanks

s47E(c)
Senior Agreement Manager
Grants Management Unit – Canberra
Program Performance and Delivery Group
National Indigenous Australians Agency

P. s47E(c) <s47E(c)@official.niaa.gov.au>

From: s47E(c) (Protected) <s47E(c)@niaa.gov.au>
Sent: Wednesday, 26 April 2023 11:03 AM
To: s47E(c) <s47E(c)@official.niaa.gov.au>
Cc: s47E(c) <s47E(c)@niaa.gov.au>; s47E(c) (Protected) <s47E(c)@niaa.gov.au>; s47E(c) (Protected) <s47E(c)@niaa.gov.au>; s47E(c) (Protected) <s47E(c)@niaa.gov.au>

Subject: NATSIHA varied project schedule [SEC=OFFICIAL]

OFFICIAL

Hi there s4.

As discussed, please find attached for your information drafted varied Project schedule for NATSIHA. All additions I have made are highlighted and do not include budget or rollover of funding elements. I have NOT re-inserted NATSIHA bank details – however I understand you have access to the correct bank account BSB and numbers.

I hope this helps.

Kind regards,

s47E(c) | Adviser
National Housing Policy Team | Housing and Infrastructure Branch | Social Policy and Program Group
National Indigenous Australians Agency

P: s47E(c)
E: s47E(c)@niaa.gov.au
Ngunnawal Country |

Charles Perkins House | 16 Bowes Place Phillip ACT 2606 | GPO Box 2191 Canberra 2601
w. niaa.gov.au w. indigenous.gov.au

PLEASE NOTE: I work Part Time Hours Mon – Wed inclusive.



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From: s47E(c) (Unclassified)
To: s47E(c)
Cc: s47E(c)
Subject: RE: 4-HBIG4U4 NATSIHA - Deed of Variation 1 - Draft for Policy Review - Jan 23 Payment Release [SEC=OFFICIAL]
Date: Wednesday, 26 April 2023 3:10:06 PM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[4-HBIG4U4 NATSIHA - Performance Report July - Dec 22 - Policy Input - High Priority SECOFFICIAL.msg](#)

OFFICIAL

Hi s47E ()
 Regarding the release of the Jan 2023 payment, this is tied to the July to December 2022 Performance Report Assessment.

Now that the decision has been made about the end date, can you please complete the Engagement Officer comments?
 I can then progress the PRA to my Delegate with the recommendation to release the Jan 2023 payment.

Fusion Link to PRA:

s47E(d)
 [Redacted]
 [Redacted]

thanks
 s47E(c)
 Senior Agreement Manager
 Grants Management Unit – Canberra
 Program Performance and Delivery Group
 National Indigenous Australians Agency

p. s47E(c)
 e. s47E(c) @official.niaa.gov.au

From: s47E(c) (Protected) <s47E(c)@niaa.gov.au>
Sent: Wednesday, 26 April 2023 12:33 PM
To: s47E(c)@official.niaa.gov.au
Cc: s47E(c) (Protected) s47E(c)@niaa.gov.au; s47E(c) (Protected) s47E(c)@niaa.gov.au; s47E(c) (Protected) s47E(c)@niaa.gov.au
Subject: RE: 4-HBIG4U4 NATSIHA - Deed of Variation 1 - Draft for Policy Review [SEC=OFFICIAL]

OFFICIAL

Hi s47E ()
 Tim has spoken with s47E () this morning and has confirmed with them the release and rollover of the funds currently awaiting release (\$988,675.00) will occur and the variation will need to be executed by 30 June 2023.

Many thanks.

s47E(c)
Housing and Infrastructure Branch
NIAA | P. s47E(c)

s22(1)
)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

From: s47E(c)
To: s47E(c)
Subject: FW: NATSIHA Contract Extension Options [SEC=OFFICIAL:Sensitive]
Date: Wednesday, 26 April 2023 11:27:11 AM
Attachments: [image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)
[image015.png](#)

OFFICIAL: Sensitive

Where do we go from here? i.e. what do we need to do?

From: s47E(c) @niaa.gov.au>
Sent: Wednesday, 26 April 2023 10:18 AM
To: s47E(c) (Unclassified) s47E(c) @official.niaa.gov.au>; s47E(c) s47E(c) @niaa.gov.au>
Cc: s47E(c) @niaa.gov.au>; s47E(c) @niaa.gov.au>; s47E(c) @niaa.gov.au>
Subject: NATSIHA Contract Extension Options [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Hi s47E(c),

Please find below Simone Persson's (SES B1) approval of rollover and extension of NATSIHA's capacity and capability building grant.

Please don't hesitate to let us know if you require any further information in relation to the below.

Please note, we will liaise with NATSIHA in relation to the amended approach to the contract in the coming days.

Many thanks

s47E(c)
Housing and Infrastructure Branch
NIAA | P. s47E(c)

From: Persson, Simone <Simone.Persson@niaa.gov.au>
Sent: Monday, 24 April 2023 7:17 PM
To: s47E(c) @niaa.gov.au>
Cc: s47E(c) @niaa.gov.au>; s47E(c) @niaa.gov.au>
Subject: RE: FOR APPROVAL: NATSIHA Contract Extension Options [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Thanks s47E(c) and team. Confirming I approve OPTION 1: variation of existing NATSIHA capacity building grant (4-HBIG4U4) contract.

Kind regards, Simone

Simone Persson | Branch Manager
 Housing and Infrastructure Branch | Social Policy Group
 National Indigenous Australians Agency
 p. s47E(c) m. s47E(c) e. simone.persson@niaa.gov.au

Ngunawal Country

Charles Perkins House 16 Bowes Place Phillip ACT 2606 | PO Box 2191 CANBERRA ACT 2601

EA: s47E(c) | p. s47E(c) | e. s47E(c) [@niaa.gov.au](mailto:s47E(c)@niaa.gov.au)

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From: s47E(c) [@niaa.gov.au](mailto:s47E(c)@niaa.gov.au)
Sent: Friday, 21 April 2023 4:06 PM
To: Persson, Simone <Simone.Persson@niaa.gov.au>
Cc: s47E(c) [@niaa.gov.au](mailto:s47E(c)@niaa.gov.au); s47E(c) [@niaa.gov.au](mailto:s47E(c)@niaa.gov.au)
Subject: FOR APPROVAL: NATSIHA Contract Extension Options [SEC=OFFICIAL:Sensitive]
Importance: High

OFFICIAL: Sensitive

Hi Simone,

Following a meeting s47E had earlier this week with GMU, please find below for your consideration and approval, options for next steps on the extension and variation of NATSIHA's capacity building grant (4-HBIG4U4).

NATSIHA CAPACITY BUILDING GRANT – OPTIONS TO EXECUTE CONTRACT VARIATION AND EXTENSION:

On Monday 17 April 2023, the Grants Management Unit (GMU) clarified options for management of the extension of NATSIHA's capacity building grant. It noted its preference for Option 1 (outlined below), due to the increased resource cost to the Agency (in-kind and real) of Option 2.

RECOMMENDATION:

- You approve Option 1, via reply to this email, noting risks arising from this option are manageable, and the required contract variation can occur expeditiously.

OPTION 1: VARIATION of existing NATSIHA capacity building grant (4-HBIG4U4) contract:

- GMU confirmed that on receipt of SES Band 1 approval (email), it is able to extend the

existing NATSIHA capacity building grant (head agreement and project schedule attached), by (a maximum of) 12 months (2024-25).

- This means:
 - All required elements of the contract requiring correction / update can be made immediately and efficiently by GMU.
 - NB: these details include additional reporting requirements, NATSIHA company location and grant manager details, grant extension to 2024-25 financial year, and budget rollover.
 - Immediate variation of the contract would expedite the execution of the extended contract, and only requires parties (SES B2 and NATSIHA) signatures and NATSIHA return to the Agency of the signed contracts.
 - Deadline for completed execution of contract: 30 June 2023.
-
- Sensitivities / Risks:
 - Existing funds awaiting release to NATSIHA following its submission of required reporting in January 2023 WOULD be released to NATSIHA. The greater rollover amount to the 2023-24 financial year would be accounted for in the variation of contract by GMU. However:
 - Funds released to NATSIHA to date under its capacity building grant total **\$2,033,975.00 (tranche 1 and 2 payments)**
 - Existing Funds awaiting release to NATSIHA total **\$988 675.00 (tranche 3)**
 - NATSIHA expenditure to date is ESTIMATED (reports lodged are for 2021-22 and 2022-23 financial year) at around **\$750,000.00**
 - Estimated total funds held by NATSIHA after release of **tranche 3 payment** (most of which will require rollover) are around **\$2.2m**
 - NATSIHA have confirmed forecast expenditure for the 2023-24 financial year is considerably lower than anticipated due to a range of factors including tight employment market (difficulty recruiting), delays to finalisation of office leasing contracts, forecast costs of services including legal and governance are much lower than anticipated (due to pro-bono contracts being offered).
 - GMU confirmed an offset process cannot be undertaken as this would require NATSIHA returning the unspent funds to consolidated revenue.
-
-

OPTION 2: RE-PHASING of funds and extension of NATSIHA capacity building grant:

- GMU confirmed: If current funds awaiting release are NOT released to NATSIHA, and contract funds are re-phased to 2024-25 financial year a full brief, including an approval to commit, full deed of variation, revised project schedule, budget and reporting requirements must be approved by internal finance executive, and then submitted for executive approval, prior to variation being put into effect.
- This means:
 - The process to manage the “recall” of existing funds awaiting release to NATSIHA is slow, and incurs significant resourcing (staffing and administrative) cost to the Agency.
 - Re-approval of funds already committed for the establishment and capacity building of NATSIHA, by relevant Agency executive, is duplicative.
 - It may not be possible to re-phase funds prior to the end of the financial year, due to other agency pressures/ priorities.

- Sensitivities / Risks:
 - o Existing funds awaiting release to NATSIHA following its submission of required reporting in January 2023 WOULD NOT be released to NATSIHA.
 - o Re-phasing of the funds may not be able to be finalised prior to the end of the financial year, increasing risk of committed funds needing to be offset (returned to consolidated revenue).

NEXT STEPS:

If you approve option 1, via response to this email, the National Housing Policy Team will liaise with NATSIHA regarding the approved approach, and forward your reply email the NATSIHA Capacity Grants Manager (s47E(c)). s47E(c) will complete all required steps of the contract variation (including updating NATSIHA contract manager (s47F) and NATSIHA’s registered company location (now Kogarah)). Once this has occurred, contracts can be executed by way of signature from all parties, prior to 30 June 2023.

Many thanks to s47E () for working this through, and we are more than happy to discuss further next week.

Thanks,
s47E(c)

s47E(c) | **Section Manager**

National Housing Policy | Housing and Infrastructure Branch | Social Policy Group

National Indigenous Australians Agency

p. s47E(c) | s47E(c)

Charles Perkins House 16 Bowes Place Phillip ACT 2606 | GPO Box 2191 Canberra 2601

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From: s47E(c)
To: s47E(c) (Unclassified); s47E(c)
Subject: NATSIHA capacity building grant contract variation [SEC=OFFICIAL]
Date: Tuesday, 18 April 2023 11:08:00 AM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

OFFICIAL

Hi s47E(c),

Thanks so much for your time yesterday. I've provided the information for approval to my SES Band 1, and will let you know when they get back to me. I note, they are in Darwin this week for a housing conference and other NT housing matters, and will not have access to emails for a majority of the time.

I'll touch base with you as soon as I have heard from my SES.

Thanks so much again.

s47E(c) | Adviser
 National Housing Policy Team | Housing and Infrastructure Branch | Social Policy and Program Group
 National Indigenous Australians Agency
 p. s47E(c)
 e s47E(c) @niaa.gov.au
 Ngunnawal Country |
 Charles Perkins House | 16 Bowes Place Phillip ACT 2606 | GPO Box 2191 Canberra 2601
 w. [niaa.gov.au](#) w. [indigenous.gov.au](#)
PLEASE NOTE: I work Part Time Hours: Mon – Wed inclusive.



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From: s47E(c) [redacted]
To: s47E(c) [redacted]
Cc: s47E(c) [redacted]
Subject: FOR URGENT CLEARANCE AND PROVISION TO SP Monday 17 APRIL 2023: FOR APPROVAL: NATSIHA CONTRACT EXTENSION OPTIONS [SEC=OFFICIAL:Sensitive]
Date: Monday, 17 April 2023 3:04:00 PM
Attachments: [Cover Letter NATSIHA Head Agreement and Prpject Schedule Craig Hendry Signed.pdf](#)
[FINAL Project schedule - Culture and Capability NATSIHA 2022-2024 Updated Bank Account.pdf](#)
[RE Inquiry 4-HBIG4U4 NATSIHA contract SECOFFICIALSensitive.msg](#)
Importance: High

OFFICIAL: Sensitive

Hi s47E(c) [redacted],

Please see below for email to SP for their approval, as discussed.

Previous GMU advice also attached above FYI (can be removed prior to sending to SP).

NB: I MAY have misinterpreted:

*“Both changing the project end date and payment schedule require a formal variation”. AND
 “Moving the payment to a different financial year will require a new Approval to Commit and a Brief”*

But my reading of it was that as we are moving the payment to a different year (2024-2025) that a new approval to commit and brief AND variation cover letter and deed of variation were required. Today’s meeting with GMU indicated otherwise.... if option 1 is pursued.

Happy to amend / progress as required. Would value your feedback on the below. I’ve tried to keep it as succinct as possible, without excluding key information.

Thanks

s47E
 ()

s22(1)

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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[redacted]

INFORMATION GUIDE:

VARYING A PROJECT AGREEMENT

This Information Guide provides advice on when a Variation Agreement is to be used to vary a Project Agreement, and when a Notice of Change can be used.

All decisions to vary a Project Agreement must be mutually reached through discussion with the Provider before a Variation Agreement or Notice of Change is provided.

Notice of Change

A Notice of Change is an informal variation, advising of a change to an item within an existing Project Agreement. It must be in writing and can be an email, a letter or a facsimile. A Notice cannot be given verbally.

A Notice of Change must originate from a person within the agency with delegation to vary an arrangement (please refer to the NIAA Instrument of Delegation).

A Notice of Change template is available in the A-Z Index of the Grants Administration Manual, under the Variations Heading.

Variation Agreement

A Variation Agreement is a formal variation signed by both parties. Any formal variation to the Project Agreement needs to be approved by a person within the agency with the correct delegation to vary the arrangement. The delegate may differ according to what is being varied. Please refer to the NIAA Instrument of Delegation for appropriate delegations.

A Variation Agreement template is available in the A-Z Index of the Grants Administration Manual, under the Variations Heading. It is not available through Doc Prod in GPS.

Draft Variation Agreements must be sent to s47E(d) [@niaa.gov.au](mailto:s47E(d)@niaa.gov.au) for review before being sent to Providers.

Schedule Item No	Item to be varied	Variation	Notice
Part 1			
1.	Project ID		✓
	Project name	✓	
2.	Project ID		✓
	Grant amount, SACS, GST or Grant total	✓	
Part 2			
4.1	Provider's full legal name	Please contact	

Schedule Item No	Item to be varied	Variation Agreement	Notice
	<ul style="list-style-type: none"> formation of a new legal entity e.g. a grant recipient changes entity type from an association to a corporation 	Grants Advice. Depending on the change this could require a Deed of novation or Assignment to a new entity or may only require a Notice	
	Trading name		
	ABN		
4.2	Project Agreement Start Date	✓	
	Project Agreement End Date	✓	
6.1	Provider's bank account details		✓
Part 3			
1.1	Project Description - any changes irrespective of how minor	✓	
2.1	Key Performance Indicators	✓	
3.1	Project End Date	✓	
4.1	Parties' representatives		✓
5.1	Locations where the Project is to be delivered (change existing, remove or add locations)	✓	
6.1	Reports		
	Extend due date of a single report	✓	
	Extend due dates of multiple reports, bring report due date/s forward	✓	
	Change from calendar year to financial year financial reporting	✓	
	Change to more stringent financial report due to activity risk rating (eg non-audited to audited)	✓	
	Change to less stringent financial report due to activity risk rating (eg audited to non-audited)	✓	
	Add or remove a report	✓	
	Add or remove a site visit	✓	
7.2	Grant Payments		
	One-off change to bring a payment/part of a payment forward eg for an early milestone payment prior to end of Financial Year	✓	
	Change to payment frequency/due dates (other than above)	✓	
	Change to payment amount ⁱ	✓	
8.1	Bank account details		✓

Additional Conditions	Change existing, or add Additional Condition/s	✓	
	Remove Additional Condition/s	✓	

ⁱ Note unspent grant amounts required to be recovered by offset (because it is the final funding year of the project being acquitted or if there are budget or performance issues) can be covered by the acquittal outcome letter and an administrative variation in GPS without a variation being sent to the Provider for signing. Underspends being recovered by offset only because the Provider agrees to this arrangement (because it is the not the final funding year of the project being acquitted or if there are no budget or performance issues) are covered by the acquittal outcome letter, administrative variation in GPS and a signed variation.