

Schedule 1 – Agreement Details

AGREEMENT DETAILS

These Agreement Details need to be read in conjunction with the Standard Conditions of the Agreement.

Item number	Agreement name	Agreement for: Indigenous Sport and Active Recreation Program Indigenous Sport Development Officer
1	Department	Commonwealth of Australia represented by the Office for Sport , Department of Regional Australia, Local Government, Arts and Sport ABN 37 862 725 624 Level 1 Garema Court 140-180 City Walk Canberra City ACT 2601
2	Recipient	Australian Capital Territory represented by Sport and Recreation Services, Economic Development Directorate ABN 72 397 293 490 Ground Floor Annex, 220 Northbourne Avenue Braddon, ACT, 2612

3 Program and Activity (Cl. 1.1)

Program

3.1 3.1 The Indigenous Sport and Active Recreation Program (ISARP) aims to support community participation in sport and physical recreation activities, recognising that these activities contribute to improving the health and physical wellbeing of Indigenous Australians and have the potential to address Indigenous disadvantage and contribute to broader social benefits. The objectives of the ISARP are:

- to increase the active participation of Indigenous Australians in sport and physical recreation; and
- to encourage an increase of community ownership and management of sport and physical recreation activities, including through skills development.

3.2 The Indigenous Sports Program - Indigenous Sport Development Officers (ISP-ISDO) is an element of the Indigenous Sport and Active Recreation Program. The objectives of the ISP-ISDO are:

- to encourage and increase active participation and skills development of Indigenous people in sport;
- promote and provide support for mainstream sporting pathways and development opportunities and pathways for talented Indigenous sports people; and
- to deliver flexible sport programs that are focused on whole-of-government outcomes.

Activity

3.3 In accordance with Annexure 1, the Recipient will employ One Part Time Indigenous Sport Development Officer for the 2012/13 year, who will provide coordinated sport programs for Indigenous Communities within the Australian Capital Territory and whose job description will include:

- Identifying and responding to the needs of Indigenous Communities and organisations, particularly those supported by the Department of Regional Australia, Local Government, Arts and Sport under the Indigenous Sport Program, with a view to increasing the number of people participating in structured sport and physical recreation activities;
- Identifying and linking sports capacity building opportunities for Indigenous communities with a view to encouraging community ownership and management of sport and physical recreation activities for the future;
- Improving collaboration between the Australian sport industry and Indigenous communities, particularly those supported by the Office for Sport under the Indigenous Sport and Active Recreation program, to support development opportunities and mainstream sporting pathways for Indigenous sports people.

3.4 The Activity Period commences on 1 July 2012 and ends on 30 June 2013.

4 Specified Personnel (cl 1.3)

4.1 None specified

5 Funding and Payment (cl 2)

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- 5.1 The total Funding for the Activity is **\$54,248** excluding GST.
- 5.2 The Funding will be paid as follows:
- a) **\$54,248** on execution by the Commonwealth of this Agreement
- 5.3 Subject to the terms of this Agreement, each payment of Funds referred to above in Item 5.2 will be made to the Recipient within 20 Business Days of the events in item 5.2.
- 5.4 Bank Account: The Recipient is not required to establish a separate bank account for the Funds, however funds must be held in the Recipient's financial management system.
- 6 **Budget** (cl 4)

Expenditure Item	Funding		TOTAL
1 part time ISDO Salary	\$54,248		\$54,248
		Total Cost:	\$54,248

- 7 **Recipient Contributions and Other Contributions** (cl 6)
- Reserved
- 8 **Assets** (cl 22)
- 8.1 The Recipient is not permitted to create or acquire Assets
- 9 **Reports** (cl 8)
- 9.1 In accordance with Annexure 1 and this Agreement, the Recipient must provide the following four types of reports to the Department:
- a) **Progress Reports** (which will include some financial information);
- b) **Financial Report** on the completion of the Activity or earlier termination of this Agreement;
- c) **Final Report**; and
- d) **other Reports** (as and when requested by the Department).
- 9.2 **Progress Reports**
- 9.2.1 The Recipient must provide the Department with a Progress Report by **31 January 2013**
- 9.2.2 The Progress Report must include the following information for the period covered by the Progress Report:
- a) the Recipient's name;
- b) the full Activity title;
- c) the amount of Funding payable under the Agreement;
- d) the Reporting Period (being the part of the Activity Period) to which the Report relates;

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- e) the following Activity performance information including:
 - i) an overview of the programs/activities conducted to date with demonstrated achievement of/and/or progress towards the Programs objectives;
 - ii) total number and type of programs and/activities developed collaboratively with other agencies, for example, government (any level), State Sporting Organisations (SSO), National Sporting Organisations (NSO), private enterprise etc;
 - iii) total number of Indigenous people actively participating by gender, age (adult and under 18) and those with a disability, if applicable;
 - iv) total number of Indigenous people having completed or currently undertaking coach/official/referee accreditation courses/training;
 - v) an analysis of the quantitative (increase or decrease) and qualitative (stakeholder satisfaction) data captured in the Office for Sport prescribed reporting templates provided to the Department:
 - i. Program Overview
 - ii. Program Report
 - iii. Program Stakeholder Assessment
 - iv. Program Participant Assessment
- vi) a case study that represents a successful ISP outcome, for example:
 - i. a community event that has resulted in a positive change as a result of ISP-ISDO activities
 - ii. a strategic partnership with other government or corporate organisations that advantages the delivery of ISP-ISDO activities
- vii) improvements in the access to or the quality of sport in any particular Indigenous community as a result of ISP-ISDO activities a discussion outlining future activities and any foreseen issues that the Office for Sport should be aware of in relation to the ISP-ISDO.
- viii) A Financial Report as specified in item 9.3.

9.3 Financial Report

- 9.3.1 In accordance with Annexure 1 and this Agreement, the Recipient must provide the Department with a financial statement in respect of the receipt and expenditure of the Funding (including any Activity Generated Income), Recipient Contributions and the Other Contributions (if any), which must include a definitive statement as to whether the financial information for the Activity represents the financial transactions fairly and is based on proper accounts and Records for the reporting period in conjunction with the Progress Report by 31 January 2013 and the Final Report by 31 July 2013.
- 9.3.2 The Recipient must ensure that the financial statement referred to in 9.3.1 is prepared by a Qualified Accountant and complies with the Australian Accounting Standards.

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9.3.3 The information required to be provided under 9.3.1 must be accompanied by a statement that all funding (including any Activity Generated Income), Other Contributions and Recipient Contributions received were spent for the purpose of the Activity and in accordance with this Agreement, and that the Recipient has complied with the Agreement.

9.3.4 The Financial Report must be provided by the Recipient's, Chief Financial Officer or a person who the Department is satisfied is authorised by the Recipient to execute documents and legally bind the Recipient by their execution.

9.4 Final Report

9.4.1 In accordance with Annexure1 and this Agreement, the Recipient must provide the Department with a Final Report by **31 July 2013**.

- a) the Recipient's name;
- b) the full Activity title;
- c) the amount of Funding payable under the Agreement;
- d) the Reporting Period (being the part of the Activity Period) to which the Report relates;
- e) the following Activity performance information including:
 - i) an overview of the programs/activities conducted to date with demonstrated achievement of/and/or progress towards the Programs objectives;
 - ii) total number and type of programs and/activities developed collaboratively with other agencies, for example, government (any level), SSO, NSO, private enterprise etc;
 - iii) total number of Indigenous people actively participating by gender, age (adult and under 18) and those with a disability, if applicable;
 - iv) total number of Indigenous people having completed or currently undertaking coach/official/referee accreditation courses/training;
 - v) an analysis of the quantitative (increase or decrease) and qualitative (stakeholder satisfaction) data captured in the Office for Sport prescribed reporting templates provided to the Department:
 - i. Program Overview
 - ii. Program Report
 - iii. Program Stakeholder Assessment
 - iv. Program Participant Assessment
- vi) a case study that represents a successful ISP-ISDO outcome, for example:
 - i. a community event that has resulted in a positive change as a result of ISP activities
 - ii. a strategic partnership with other government or corporate organisations that advantages the delivery of ISP-ISDO activities
 - iii. improvements in the access to or the quality of sport in any particular Indigenous community as a result of ISP-ISDO activities
- vii) a discussion outlining future activities and any foreseen issues that the Office for Sport should be aware of in relation to the ISP-ISDO.

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viii) A Financial Report as specified in 9.3.

9.5 Annual Financial Acquittal

- 9.5.1 Provide an annual financial acquittal for the 2012/13 financial year detailing Funding received from both the Department and other sources and expenditure against major expense areas by **30 September 2013**.
- 9.5.2 The Recipient must ensure that the financial acquittal referred to in 9.5.1 is prepared by a Qualified Accountant and complies with the Australian Accounting Standards.
- 9.5.3 The information required to be provided under 9.5.1 must be accompanied by a statement that all funding (including any Activity Generated Income), Other Contributions and Recipient Contributions received were spent for the purpose of the Activity and in accordance with this Agreement, and that the Recipient has complied with the Agreement.
- 9.5.4 The Financial Report must be provided by the Recipient's Chairperson, Chief Executive Officer, Chief Financial Officer or a person who the Department is satisfied is authorised by the Recipient to execute documents and legally bind the Recipient by their execution.

9.6 Other Reports

- 9.6.1 Throughout the Activity Period, the Department may require the Recipient to provide ad hoc Reports as and when required by the Department.

10 Commonwealth Material and assistance (cl 9)

- 10.1 None

11 Intellectual Property (cl 10)

- 11.1 Not Applicable

12 Acknowledgment and publicity (cl 13)

- 12.1 The Recipient must acknowledge the Funding in the following way:

"This activity is supported by the Australian Government through the Indigenous Sport and Active Recreation Program of the Department of Regional Australia, Local Government, Arts and Sport"

13 Compliance with policies (cl 20.1b))

- 13.1 None Specified:

14 Insurance (cl 21)

- 14.1

- You must, for as long as any obligations remain in connection with this Agreement, have insurance as follows:
 - a. workers compensation insurance as required by law; and
 - b. public liability insurance to not less than the value of \$1,000,000 per claim, or occurrence giving rise to a claim, in respect to the Activity.
 - c. professional indemnity insurance to not less than the value of \$1,000,000.

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- The above insurance requirements survive the expiration or earlier termination of the term of this Agreement.

15 Applicable law (cl 27)

15.1 The laws of the Australian Capital Territory apply to this Agreement

16 Contact Details

16.1 The Department's details are as follows:

[REDACTED]
**Acting Director Indigenous Sport
Office for Sport**

Department of Regional Australia, Local Government, Arts and Sport,

T: 06 6210 2898

F: 06 6210 2908

email: [REDACTED]

GPO Box 803 Canberra City ACT 2601

16.2 The Recipient's details are as follows:

[REDACTED]
**Assistant Manager
Client Services and Programs
Sport and Recreation Services**
Economic Development Directorate
ACT Government

T:02 6207 2077

F:02 6207 2071

email: [REDACTED]

GPO Box 147
Civic Square ACT 2608

Standard Conditions of the Agreement

1 Conduct of Activity

- 1.1 The Recipient agrees to carry out the Activity and achieve the Objectives diligently, effectively and to a high standard within the Activity Period and in accordance with the requirements set out in Item 3 of the Agreement Details or otherwise in the documents referred to in clause 29.
- 1.2 The Recipient agrees to liaise with and provide information to the Department as reasonably notified by the Department and comply with all of the Department's reasonable requests, directions, or monitoring requirements.
- 1.3 The Recipient agrees that the Specified Personnel will perform work in relation to the Activity in accordance with this Agreement.

2 Funding and Payment

- 2.1 The Department agrees to pay the Funding to the Recipient at the times and in the manner specified in Item 5 of the Agreement Details, provided that sufficient funds are available for the Activity and that the Recipient has fully and properly complied with its obligations under this Agreement.
- 2.2 Without limiting the Department's rights, the Department may suspend any payment of Funding in whole or in part until the Recipient has performed its obligations under this Agreement.
- 2.3 Any income (including interest) earned by the Recipient's use of the Funding (Activity Generated Income) forms part of the Funding for the purposes of this Agreement and may only be used for the Activity. If there is a Budget for the Activity, the Department must give its prior written approval to any use of Activity Generated Income by the Recipient.

3 Subcontracting

- 3.1 The Recipient agrees not to subcontract the performance of any obligations under this Agreement without the Department's prior written approval.
- 3.2 In giving approval the Department may impose such terms and conditions as it thinks fit.
- 3.3 Notwithstanding any subcontracting, the Recipient remains fully responsible for the performance of the Recipient's obligations under this Agreement.

4 Management of Funding

- 4.1 The Recipient agrees:
 - a) to spend the Funding only for the Activity in accordance with this Agreement;
 - b) if a Budget is specified in Item 6 of the Agreement Details, to only spend the Funding in accordance with the Budget;
 - c) to ensure that the Funding is held in an account in the Recipient's name and which the Recipient solely controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia;
 - d) if specified in Item 5.4 of the Agreement Details, that the account must be established solely for the purpose of accounting for and administering the Funding;
 - e) to identify the receipt and expenditure of the Funding separately within the Recipient's accounts and records so that the Funding is identifiable at all times; and
 - f) to keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported in accordance with this Agreement.
- 4.2 If, at any time during or after the Term of this Agreement, the Department determines that:
 - a) there remains an amount of Funding that has not been spent or legally committed for expenditure in accordance with the Agreement; or

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- b) the Funding has not been spent in accordance with the Agreement, then at the discretion of the Department the Recipient agrees to refund this amount to the Department. This amount must be refunded within 20 Business Days of a notice from the Department, or the Department may reduce any further payments of Funding to the Recipient by up to this amount.

5 Taxes and charges

- 5.1 Unless otherwise indicated, the Recipient must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement.
- 5.2 Unless otherwise indicated, any consideration for a supply made under this agreement is exclusive of any GST imposed on the supply.
- 5.3 If one party (the supplier) makes a taxable supply to the other party (the recipient) under this Agreement, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.
- 5.4 No party may claim or retain from the other party any amount in relation to a supply made under this agreement for which the first party can obtain an input tax credit or decreasing adjustment.

6 Recipient Contributions

- 6.1 The Recipient agrees to provide the Recipient Contributions (if any) for the Activity and to use its best endeavours to obtain the Other Contributions (if any).
- 6.2 The Recipient Contributions must not include any amount that has been provided by a Commonwealth, State, Territory or local government.
- 6.3 If the Recipient does not provide the Recipient Contributions (if any) or obtain the Other Contributions (if any) as required by Item 7 of the Agreement Details, then the Department may:
 - a) suspend payment of the Funding until the Recipient Contributions are provided or the Other Contributions are obtained; or
 - b) terminate this Agreement in accordance with clause 19.

7 Records

- 7.1 The Recipient must create and maintain full and accurate accounts and records of the conduct of the Activity.
- 7.2 The Recipient agrees to retain the records and accounts referred to in clause 7.1 for a period of no less than 7 years after the end of the Activity Period.

8 Reports

- 8.1 The Recipient agrees to provide the Department with Reports at the times, in the manner and containing the information specified in Item 9 of the Agreement Details.

9 Commonwealth Material and assistance

- 9.1 The Department agrees to provide Commonwealth Material and assistance to the Recipient as specified in Item 10 of the Agreement Details.
- 9.2 The Recipient must comply with any requirements specified in Item 10 of the Agreement Details relating to the use of Commonwealth Material.

10 Intellectual Property

- 10.1 Subject to this clause 10, Intellectual Property in all Activity Material vests or will vest in the Recipient.
- 10.2 Clause 10.1 does not affect the position between the Recipient and a third party.

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10.3 The Recipient grants to (or will procure for) the Department a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate, adapt and exploit Intellectual Property Rights in the Activity Material for any Commonwealth purpose.

10.4 The Recipient will provide the Department with a copy of any Activity Material that the Department requests.

11 Privacy

11.1 The Recipient must not do any act or engage in any practice which, if done by the Department, would be a breach of an Information Privacy Principle.

12 Disclosure of Information

12.1 The Department may be required to provide information in relation to the Funding or this Agreement, as required by the operation of any law, judicial or parliamentary body or governmental agency and accordingly the Department does not undertake to treat any information provided by the Recipient or this Agreement as confidential information of the Recipient.

12.2 Without limiting clause 12.1, the Department may publish a report in relation to the Activity or the Program, which may include information the Recipient (and others) has provided to the Department.

13 Acknowledgement and publicity

13.1 The Recipient agrees, in any publicity in relation to the Funding, to acknowledge the financial or other support the Recipient has received from the Australian government, in the manner set out in Item 12 of the Agreement Details or that the Department has pre-approved in writing.

14 No Restriction on Advocacy Activities

14.1 The Department confirms that, subject to clause 14.2:

- a) no right or obligation arising under this Agreement should be interpreted as limiting the Recipient's ability to enter into public debate or criticism of the Commonwealth or its agencies, employees, servants or agents;
- b) the Department does not require the Recipient to obtain advance approval of any involvement by the Recipient in public debate or advocacy activities.

14.2 Nothing in this clause 14 limits or derogates from the Recipient's obligations under clauses 9 and 11.

15 Occupational Health and Safety

15.1 The Recipient agrees, in carrying out this Agreement, to comply with:

- a) all relevant legislation, codes of practice and national standards relating to occupational health and safety; and
- b) all applicable policies and procedures relating to occupational health and safety including those that apply to the Department's premises when using those premises.

16 Conflict of interest

16.1 The Recipient warrants that, at the date of entering into this Agreement, no conflict of interest exists or is likely to arise in the Recipient's performance of the Activity.

16.2 If, during the period of the Agreement a conflict arises, or appears likely to arise, the Recipient agrees:

- a) to notify the Department; and
- b) to take any steps the Department reasonably requires to resolve or otherwise deal with the conflict.

17 Indemnity

- 17.1 The Recipient indemnifies (and agrees to keep indemnified) the Department against any:
- a) cost or liability incurred by the Department or the Department's Personnel;
 - b) loss of or damage to property of the Department; or
 - c) loss or expense incurred by the Department in dealing with any claim against it, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by the Department.
- arising from:
- d) a breach by the Recipient of the Agreement; and
 - e) an act or omission by the Recipient or the Recipient's Personnel, in connection with this Agreement, where there was fault on the part of the person whose conduct gave rise to that cost, liability, loss, damage, or expense.
- 17.2 The Recipient's liability to indemnify the Department under this clause 17 will be reduced proportionally to the extent that any act or omission involving fault on the part of the Department or its Personnel contributed to the relevant cost, liability, loss, damage or expense.
- 17.3 In this clause 17, 'fault' means any negligent or unlawful act or omission or wilful misconduct.

18 Termination for convenience

- 18.1 The Department may by notice, at any time and in its absolute discretion, terminate this Agreement or reduce the scope of the Agreement immediately.
- 18.2 In the event of termination under clause 18.1, the Department will be liable only:
- a) for payments due and owing to the Recipient under the payment provisions of the Agreement as at the date of the notice;
 - b) to reimburse any reasonable costs incurred by the Recipient and directly attributable to the termination of the Agreement;
 - c) but will not be liable to pay amounts under clause 18.2 a) and 18.2 b) which would, added to any payments already paid to the Recipient under this Agreement, together exceed the Funding set out in Item 5 of the Agreement Details;
- 18.3 In the event of a reduction in the scope of the Agreement under clause 18.1, the Department's liability to pay any part of the Funding will reduce in accordance with the reduction in the Activity.

19 Termination for Fault

- 19.1 If the Recipient fails to fulfil, or is in breach of any of its obligations under this Agreement, the Department may by notice terminate this Agreement immediately.

20 Compliance with Legislation and Policies

- 20.1 The Recipient agrees to comply with:
- a) provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority applicable to its performance of this Agreement; and
 - b) the Department's policies as notified, referred or made available by the Department to the Recipient, including those listed in Item 13 of the Agreement Details.

21 Insurance

- 21.1 The Recipient will effect and maintain insurance as specified in Item 14 of the Agreement Details and on request, shall provide evidence of that insurance acceptable to the Department.
- 21.2 The obligation to maintain insurance remains for so long as any obligations remain in connection with this Agreement.

22 Assets

- 22.1 The Recipient must not use any of the Funds to acquire or create any Asset unless the Recipient:
- a) is specifically permitted to do so in the Agreement Details; or
 - b) has received the Department's prior written approval to do so.
- 22.2 Subject to this clause 22 and the terms of any relevant lease, the ownership of an Asset referred to in subclause 22.1 vests in the Recipient subject to the Recipient using the Asset for the Activity for the duration of this Agreement.
- 22.3 The Recipient must not dispose of an Asset acquired with the Funds without the prior written approval of the Department. If an Asset purchased with the Funding is disposed of during the term of this Agreement, the Recipient must deposit a proportion of the disposal proceeds, equal to the proportion of the Funding contributed to the purchase price of the Asset, into the account referred to in clause 4 within 10 Business Days. That amount shall form part of the Funding and must be used for the purposes of the Activity and included in the Recipient's reports to the Department.
- 22.4 The Recipient is fully responsible for all Assets acquired or created with the Funding.
- 22.5 The Recipient must comply with any other requirements specified in Item 8 of the Agreement Details regarding the use or disposal of an Asset.

23 Variation

- 23.1 Except as otherwise expressly provided for in this Agreement, a variation of this Agreement is binding only if agreed in writing and signed by the parties.

24 Assignment

- 24.1 The Recipient cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Department's prior written approval.

25 Audit and access

- 25.1 The Recipient agrees to give the Department, or any persons authorised in writing by the Department (including the Auditor-General), access to premises or locations where the Activity is being performed and to permit those persons to inspect any material relating to the Activity and to inspect and take copies of any material relevant to the Activity.

26 Relationship of parties

- 26.1 The Recipient is not by virtue of this Agreement an officer, employee, partner or agent of the Department, nor does the Recipient have any power or authority to bind or represent the Department.
- 26.2 The Recipient agrees:
- a) not to misrepresent its relationship with the Department; and
 - b) not to engage in any misleading or deceptive conduct in relation to the Activity.

27 Applicable law

- 27.1 This Agreement is to be construed in accordance with, and any matter relating to it is to be governed by, the law of the State or Territory specified in Item 15 of the Agreement Details.
- 27.2 The parties submit to the jurisdiction of the courts of that State or Territory.

28 Definitions

- 28.1 In addition to the terms described in the Agreement Details:
- Activity** means the activity described in Item 3 of the Agreement Details, which aims to contribute to the goal(s) of the Program, and includes the provision of Activity Material;
- Activity Generated Income** has the meaning given in clause 2.3;
- Activity Material** means any material:

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- a) a person who is registered as a company auditor or a public accountant under a law in a State or Territory; or
- b) a person who is a member of the Institute of Chartered Accountants in Australia or of CPA Australia;

Recipient Contributions means the financial or in-kind resources, other than the Funding or Other Contributions, which are specified in Item **Error! Reference source not found.** of the Agreement Details and are to be used by the Recipient for the purposes of the Activity;

Term means the period commencing at the start of the Activity Period and unless terminated earlier, ending on the Completion Date.

29 Interpretation

29.1 This Agreement comprises:

- a) these Standard Conditions of the Agreement;
- b) the Agreement Details;
- c) any attachments to these Standard Conditions of the Agreement; and
- d) any other document incorporated by reference.

29.2 If any conflict arises between the terms and condition contained in this Agreement, the order of priority will be as set out in clause 29.1.

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- a) created for the purpose of this Agreement;
 - b) provided or required to be provided to the Department under the Agreement; or
 - c) derived at any time from the material referred to in paragraphs a. or b
- and includes any other material specified as Activity Material in Item 11 of the Agreement Details;

Activity Period means the period specified in Item 3 of the Agreement Details during which the Activity must be completed;

Agreement Details means Schedule 1, headed 'Agreement Details' which is attached or enclosed with these 'Standard Conditions of the Agreement';

Asset means any item of property, purchased, leased, hired, financed created (but not including Intellectual Property) or otherwise brought into existence wholly or in part with the use of the Funding, which has a value of \$5,000 or more (exclusive of GST) other than Intellectual Property;

Auditor-General means the office established under the *Auditor-General Act 1997 (Cth)* and includes any other entity that may, from time to time, perform the functions of that office;

Australian Accounting Standards refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the *Australian Securities and Investments Commission Act 2001 (Cth)*;

Budget means the budget, if any, specified in Item 6 of the Agreement Details for the expenditure of the Funding, the Recipient Contributions and the Other Contributions;

Business Days means in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;

Commonwealth means the Commonwealth of Australia;

Commonwealth Material means any Material:

- a) provided by the Department to the Recipient for the purposes of this Agreement; or
 - b) derived at any time from the Material referred to in paragraph a),
- and does not include Activity Material;

Completion Date means the day after the Recipient has done all that it is required to do under clauses 1, 4 and 8 of this Agreement to the satisfaction of the Department;

Financial Year means each period from 1 July to the following 30 June occurring during the Activity Period, or any part of such a period occurring at the beginning or end of the Activity Period;

Funding or Funds means the amount or amounts (in cash or kind) payable by the Department under this Agreement as specified in Item 5 of the Agreement Details, and includes Activity Generated Income;

GST has the meaning that it has in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

Information Privacy Principle has the meaning that it has in the *Privacy Act 1988 (Cth)*;

Intellectual Property includes all copyright (including rights in relation to phonograms and broadcasts); all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, but does not include: moral rights; the non-proprietary rights of performers; or rights in relation to confidential information;

Milestones means a stage of completion of the Activity as set out in Item 3 of the Agreement Details;

Other Contributions means the financial or in-kind contributions other than the Funding or Recipient's Contributions, which are specified in Item **Error! Reference source not found.** of the Agreement Details and are to be used by the Recipient to perform the Activity;

Objectives means the Activity's objectives described in Item 3 of the Agreement Details;

Personnel means a party's officers, employees, agents, contractor staff or professional advisers engaged in, or in relation to, the performance of the Activity or the management of this Agreement;

Program means the part of the Department's operations specified in Item 3 of the Agreement Details under which the Commonwealth is able to provide the Funding to the Recipient;

Qualified Accountant means: