



Australian Government

**Indigenous Coordination Centre  
Dubbo Office**

**Letter of Funding**

Brewarrina Business Cooperative Ltd  
PO Box 232  
BREWARRINA NSW 2839

Dear Sir/Madam

I am pleased to advise you that funding has been approved for your organisation to undertake the following Activity under the Public Awareness Program.

Activity	Funding Amount GST Exclusive
NAIDOC 2010	\$1,000.00

This Letter of Funding, and the attached Terms and Conditions form the entire agreement (the 'Funding Agreement') relating to the funding.

The Funding may only be used for the Activity referred to above and described in more detail under Activity Details. This offer of funding does not imply any commitment to further funding from us and is subject to signing the Funding Agreement and your compliance with it.

To accept the offer of funding, your organisation must:

- sign both copies of this letter; and
- return both copies of this letter to the contact officer named at the end of this letter so that it is received within 30 Business Days of the date of this letter.

Failure to do so will result in this offer of funding lapsing.

When we receive both signed copies of this letter we will sign and date them and return one copy to you for your organisation's records. The Funding Agreement will commence only when we sign and date both copies of this letter and will expire on the Agreement Completion Date specified unless terminated earlier by us.

If you believe that you will have difficulties complying with any part of the Funding Agreement, then you will need to resolve these before signing this Funding Agreement. If you are uncertain about any aspects of this Funding Agreement you should seek independent legal advice before execution.

In the event of any inconsistency between this Letter of Funding and the Terms and Conditions, and any annexure or other documents incorporated by reference, then the Terms and Conditions take precedence.

If you have any questions please contact Robert Olsen on 02 6841 3100 or email [Robert.Olsen@icc.gov.au](mailto:Robert.Olsen@icc.gov.au).

Yours Sincerely

s 22 - irrelevant information

Leonard [redacted]  
ICC Manager  
28 May 2010

**Details for Payment of Funding**

**Organisation:** Brewarrina Business Cooperative Ltd  
PO Box 232  
BREWARRINA NSW 2839

**ABN:** 15 137 258 917

**Bank Account Details:**

**BSB:** s 47G - business

**Account Name:**

**Account Number:**

**Funding:**

**GST - Applicable:** \$100.00

**Nett Amount:** \$1,000.00

**Total Funding:** \$1,100.00

**Program:** Public Awareness

**Activity Details:** NAIDOC 2010

**Goals:** NAIDOC is a celebration of Aboriginal and Torres Strait Islander cultures and an opportunity to recognise the contributions of Indigenous Australians in various fields.

The 2010 National NAIDOC theme is 'Unsung Heroes - Closing the Gap by Leading Their Way'. 'Unsung heroes' recognises the part played by the quiet achievers in the Indigenous community, both now and in the past. These heroes lead by taking their own paths, and in doing so, helping other Indigenous people set their own direction for the future.

**Activity Start Date:** Start date of this Activity is 01/07/2009 or the execution date of this agreement, whichever is later.

**Activity End Date:** 30/10/2010

## PROGRAM AND ACTIVITY SPECIFIC CONDITIONS FOR FUNDING

### PROGRAM SPECIFIC

Not Applicable

### ACTIVITY SPECIFIC

#### AMENDED REPORTING REQUIREMENTS

1. This supplementary condition replaces only clause 8 in the booklet entitled General Terms and Conditions for Funding Agreements 2008-09.
2. You must provide to Us within 30 days of 30 October 2010:
  - a. a completed Statutory Declaration in a form available from the ICC, together with any receipts or other documents which verify expenditure of the Funding for the purpose of the Project; and
  - b. a report that provides Project performance information including:
    - (i) a description of actual performance against the Objectives and the performance indicators;
    - (ii) whether the Project has been completed; and
    - (iii) whether the Objectives of the Project have been achieved.
3. The Statutory Declaration must verify that you have used the Funding, which is public money provided to you under this Agreement, for the Project and in accordance with this Agreement. The Statutory Declaration and report must be signed by a person with the appropriate authority and knowledge to do so, such as the person who signs this Funding Agreement.

## Letter of Funding - Terms and Conditions

### Terms & Conditions:

#### 1. Payment and Australian Business Number

- 1.1 The Funding will be paid into the account specified in these Terms and Conditions within 40 Business Days of the commencement of this Agreement in accordance with the Letter of Funding.
- 1.2 Payment of Funding is dependant upon you providing your Australian Business Number<sup>1</sup> ('ABN') or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under this Funding Agreement.

#### 2. GST

- 2.1 If you are registered for GST then you agree to allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies made under this Funding Agreement, agree that you will not send us a Tax Invoice and agree that you will notify us in writing of any changes to your GST status that occurs during the term of this Funding Agreement.
- 2.2 The terms 'GST', 'Recipient Created Tax Invoice', 'Taxable Supplies' and 'Tax Invoice' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable ruling by the Australian Taxation Office.

#### 3. Repayment of Overpayments and Funding Not Spent in Accordance with this Funding Agreement.

- 3.1 If:
  - (a) we find out at any time that we have made an overpayment to you or that a Claim for Payment was incorrectly rendered by you, you must repay that amount to us within 20 Business Days of us giving you a notice in writing specifying the overpayment; or
  - (b) there is an amount of Funding that you have not spent or that you have spent otherwise than in accordance with this agreement, at its expiry, or upon earlier termination of this Agreement, you must pay us that amount within 20 Business Days<sup>2</sup> of the expiry or earlier termination.
- 3.2 You give us or our representatives the right to inspect your records relating to the Funding at any time we request to do so up to five years after the expiry or earlier termination of this Funding Agreement.

#### 4. Privacy

- 4.1 This clause applies where you deal with Personal Information in carrying out the Activity.
- 4.2 You agree:
  - (a) not to do anything which, if done by the Commonwealth, would breach an Information Privacy Principle; and
  - (b) to comply with any directions from us, to the extent that they are consistent with the Information Privacy Principles.
- 4.3 In this clause 4, 'Information Privacy Principle' and 'Personal Information' have the same meaning as in the *Privacy Act 1988* (Cth).

<sup>1</sup> For a list of situations where an ABN is not required, refer to the Australian Taxation Office's website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.

<sup>2</sup> Business Day in relation to the doing of any action in a place, means any day other than a Saturday, Sunday, public holiday or bank holiday in that place

## 5 Indemnity

- 5.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with this Funding Agreement.

## 6 Termination

- 6.1 We may immediately terminate this Funding Agreement by giving you a notice in writing stating the basis on which we terminate this Funding Agreement, if:
- (a) you commit a breach of this Funding Agreement which we consider is not capable of remedy, or fail to remedy to our satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or
  - (b) you become bankrupt, insolvent or subject to any form of administration, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may affect, your ability to perform or meet your obligations under this Funding Agreement.

## 7 Accounting for the Expenditure of the Funding

- 7.1 At any time up to five (5) years after the expiry or earlier termination of this Funding Agreement, we may ask you to send us:
- (a) original receipts or other documents which account for the expenditure of the funding; and/or
  - (b) a statutory declaration made in accordance with the *Statutory Declarations Act 1959* (Cth) accounting for the expenditure of the funding.
- 7.2 You must comply with a request made under clause 7.1 within the timeframe specified in the request otherwise we may require you to refund the funding within 20 Business Days of us giving you notice to do so.

Executed by the Parties as a Deed -----

**Signed, sealed and delivered** for and on behalf of the **Commonwealth of Australia** by the relevant Departmental Delegate, represented and acting through Department of Families, Housing, Community Services and Indigenous Affairs ABN 36 342 015 855, in the presence of: s 22 - irrelevant information

(Signature of Departmental Representative)

Kenia Lee

(Name of Departmental Representative)

(Signature of Witness)

C. Jones

(Name of Witness in full)

**Signed, sealed and delivered** by **Brewarrina Business Cooperative Ltd** ABN 15 137 258 917 by affixing its common seal in accordance with its rules in the presence of: s 22 - irrelevant information

(Signature of Public Officer)

William Palmer

(Name of Public Officer)

(Signature of committee member/secretary)

Elizabeth J. Layland

(Name of committee member/secretary)

