Australian Government

Indigenous Coordination Centre
Bourke Office

Variation to Program Funding Agreement

Brewarrina Business Cooperative Ltd
PO Box 232
BREWARRINA NSW 2839

Dear Sir/Madam

On 10/09/2008 you entered into a Program Funding Agreement (the PFA) No. 7939.

We have now agreed to vary the PFA as shown in the attachment to this letter.

In all other respects the obligations of the Parties under the PFA remain unchanged.

Project Name	Variation	Amount of Funding*
Families, Housing, Community Services and Indigenous Affairs		
Murdi Paaki Regional Partnership Agreement		$155,100.00

** Inclusive of GST(if applicable)*

This offer of funding does not imply any commitment to further funding.

If you accept the above variation(s) you must still comply with all conditions set out in your original Program Funding Agreement dated 28/08/2008, and any variations to the conditions, including these variations.

You can accept this variation by completing and signing the attached original *Acceptance of Variation*, and returning it to us at the stated address within 20 business days of the date at the end of this letter. This will indicate your acceptance of all variations to your PFA as set out in this letter and the attachments. If you decide not to accept a variation to any project, you should say this in the *Acceptance of Variation*. If after consultation with us you do not accept the variation, we may choose to vary the funding condition(s) without your agreement, in accordance with **2008-09 General Terms and Conditions for Funding Agreements Relating to Indigenous Programs**.

Ground Floor 26 Mertin St, BOURKE NSW 2840 • PO Box 1083, DUBBO NSW 2830
Tel: (02) 6872 1904 • Fax: (02) 6872 1906 •

If you have a query or a concern about this offer or the PFA, please contact this office as soon as possible.

Yours sincerely
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Thomas Warren
ICC Manager
11 June 2009

Schedule 1

1. PROGRAM AND PROJECT INFORMATION

1.1 Program Information

1.1.1 The Project is being funded under the following Program:

Indigenous Communities Strategic Investment

1.1.2 The Program Outcomes and Objectives are to :
Build sustainable improvements for Indigenous people and communities through a range of flexible interventions that address community needs, including basic societal and community infrastructure and services, needs/gap analysis, integration of services delivered through other programs and service prioritisation.

Where appropriate interventions will demonstrate a clear commitment to share responsibility between communities and government; and leverage contributions from other government agencies, including state and territories, and/or the corporate and philanthropic sectors.

1.2 Project Information

1.2.1 The name of the Project is:

Murdi Paaki Regional Partnership Agreement

1.2.2 The Project Objectives are to:

To assist the Murdi Paaki Regional Assembly (MPRA) to deliver the objectives of the Council of Australian Governments (COAG) Reform Agenda and the NSW State Plan priorities in sixteen (16) Communities across the Murdi Paaki region through a Regional Partnership Agreement (RPA). The RPA has been endorsed by the FaHCSIA Minister and will be in place for the period 2008/11.

This funding initiative supports multi-agency arrangements to address Closing the Gap imperatives and to develop community governance/leadership initiatives in the Murdi Paaki Regional.

This Agreement establishes a partnership to achieve sustainable improvements for people living in the Murdi Paaki region across the six Closing the Gap outcomes. The parties will work together to coordinate services and effectively deliver initiatives across communities in the region in response to locally identified need.

The parties will work together to deliver the objective of the COAG Reform Agenda and the NSW State Plan priorities and has identified the following 'building blocks' that need to be in place in order to comprehensively address the identified drivers of disadvantage, and tackle them in an integrated way:
- healthy homes and environmental health;
- safe families and communities;
- health;
- early childhood;
- education;
- economic participation and development
- community resilience and
- governance and leadership

Through this partnership plans to address the above priorities are pursued through five (5) established

theme based regional sub groups with both government and community representation, monthly meetings of the 16 Community Working parties, and regular meetings of the Murdi Paaki Regional Assembly and governments.

Closing the Gap on Indigenous Disadvantage Statement, endorsed at the Council of Australian Governments (COAG) meeting on 26 March 2008 underpin's the approach that the Australian Government and NSW Government have adopted.

The COAG targets are:

- To close the life-expectancy gap between Aboriginal and Torres Strait Islander people and other Australians within a generation
- To halve the mortality gap between Aboriginal and Torres Strait Islander children and other children under age 5 within a decade
- To halve the gap in literacy and numeracy achievement between Aboriginal and Torres Strait Islander students and other students within a decade;
- To halve the gap in employment outcomes for Aboriginal and Torres Strait Islander people within a decade;
- To at least halve the gap in attainment at Year 12 schooling (or equivalent level) by 2020; and
- To provide all Aboriginal and Torres Strait Islander four year old's in remote communities with access to a quality preschool program within five years.

Regional Partnership Agreement governance arrangements

- The Murdi Paaki region has a multifaceted system of Indigenous community governance, based on the principles of community participation, responsibility, and accountability;
- Each of the 16 major communities has established a Community Working Party, comprising representatives from the local Indigenous community;
- The Murdi Paaki Regional Assembly (MPRA) comprises the 16 Chairs of the Community Working Parties and is chaired by an Independent leader of the Region; and
- The parties to this Agreement agree that Senior Managers of FaHCSIA, and DAA will meet four times a year with the MPRA at the regular MPRA meetings to review progress and continue to strengthen the engagement between the parties as is the intent of this Agreement.

Through the Murdi Paaki Regional Engagement Group, the parties will jointly monitor and evaluate progress against the timeframes and performance indicators outlined in projects contained in the Schedules to this Agreement. The parties will provide sufficient information to the Committee for that purpose.

In the third year of operation of this Agreement, the effectiveness of the Agreement will be independently reviewed.

The Terms of Reference for the review and the reviewer must be agreed by the Murdi Paaki Regional Engagement Group within two years after the Agreement is signed.

The core Terms of Reference will be to review the effectiveness of the partnership and the impact of the Agreement and its Schedules on the people living in the region, with reference to the timeframes and performance indicators.

Outcomes will be measured by the following;

- Provision of a Murdi Paaki Regional Plan every two years

- Provision of a progress report on the MPRA engagement with Local Government
- Number of meetings held
- Number of people attending meetings

1.2.3 The Project Period commences on the Date of this Agreement and ends on 31/12/2011.

2. FUNDING AND PAYMENT (subclauses 1.1, 4.1, 5)

2.1 The total Funding payable by Us under this Agreement is $155,100.00, inclusive of GST.

2.2 Before we release Funds to you, we must be satisfied that:

a. your anticipated cash flow requirements for the Term of the Agreement are appropriate;

b. you have complied with any reporting or other requirements that apply to the payment of the Funds; and

c. You have provided financial statements to demonstrate that the Funds already provided to You have been fully spent; or

d. where financial statements are not yet available to cover the immediately preceding funding period:

i. previous Funds received will be fully spent in the next 60 Business Days; and

ii. you have otherwise been making satisfactory progress in achieving the Objectives of the Project.

2.3 The amount and timing of release of Funds will be in accordance with your anticipated cash-flow requirements and based on your performance as identified in Reports.

2.4 Funds for purchase of capital items will be released as required to meet imminent payment for contractual obligations, based on receipt of satisfactory evidence that You will be obtaining value for money through the procurement process.

2.5 The Budget is set out at **Annexure A**.

3. REPORTS (subclauses 1.1, 8.1 to 8.3)

3.1 Project Performance Information Reporting

3.1.1 You must, within six weeks after the end of December and June in a particular year or such other periods as are agreed to in writing by us, provide to us an Project Performance Information Report for

the Project carried out over the Financial Year to date in accordance with the reporting requirements as set out in clause 8 of the Booklet.

3.1.2 Your Project Performance Information Report must include:

(a) information relating to the progress and achievement of the Project against the performance indicators listed in **Annexure C**, giving reasons for any inability to achieve progress or meet the performance indicators; and

(b) a statement whether the Project has been completed and, if appropriate, reasons for inability to complete.

3.2 Periodic Financial Reporting

3.2.1 You must, within six weeks after the end of each six month period or as agreed to in writing by us, provide us with financial information prepared in accordance with the reporting requirements as set out in clause 8 in the Terms and Conditions Booklet.

4. ASSETS (clause 6)

4.1 Your Asset Register must include information for each Asset:

- the source of Funds for the purchase or lease of an Asset;
- the Asset Number;
- a description of the Asset;
- the purchase price or total lease cost of the Asset;
- a date of purchase or lease of the Asset;
- the term of lease;
- the current location of the Asset; and
- insurance and registration details (in accordance with the relevant insurance and registration requirements of the Asset).

All Asset movements (including the purchase, disposal and relocation) must be included in the register.

5. AUSTRALIAN GOVERNMENT MATERIAL (clause 10)

NIL

6. INTELLECTUAL PROPERTY (clause 11)

If applicable refer to Supplementary Conditions

7. CONFIDENTIAL INFORMATION (clause 12)

7.1. OUR CONFIDENTIAL INFORMATION

7.1a Agreement Provisions/Schedule/Annexures

Item	Period of Confidentiality
NIL	NOT APPLICABLE

7.1b Agreement-related material

Item	Period of Confidentiality
NIL	NOT APPLICABLE

7.2. YOUR CONFIDENTIAL INFORMATION

7.2a Agreement Provisions/Schedule/Annexures

Item	Period of Confidentiality
NIL	NOT APPLICABLE

7.2b Agreement-related material

Item	Period of Confidentiality
NIL	NOT APPLICABLE

8. CONFLICT OF INTEREST (clause 16)

NIL

9. SUBCONTRACTORS (clause 21)

We have approved the following subcontractors conducting part of the Project:

NIL

10. ACKNOWLEDGMENT AND PUBLICITY (clause 22)

If applicable refer to Supplementary Conditions.

11. COMPLIANCE WITH LAWS AND POLICIES (clause 23)

11.1 You must comply with the following and applicable State/Territory laws in carrying out the Project, including but not limited to the following:

- *Equal Opportunity for Women in the Workplace Act 1999;*

- *Racial Discrimination Act 1984*;
- *Sex Discrimination Act 1984*;
- *Disability Discrimination Act 1992*;
- *Crimes Act 1914*;
- *Criminal Code Act 1995;*
- *Copyright Act 1968;*
- *Privacy Act 1988;*
- relevant State or Territory Associations Incorporation legislation or *Aboriginal Councils and Associations Act 1976* or *Corporations (Aboriginal and Torres Strait Islander) Act 2006* or *Corporations Act 2001*, as applicable.

11.2 You must comply with the following policies and guidelines in carrying out the Project (copies are available from any of our offices)

NIL
and/or any other relevant policies of which we will advise you in writing from time to time.

12. NOTICES (clause 33)

12.1 Our details are as follows:

Tracey Shillingsworth

Address : PO Box 1083, DUBBO, NSW 2830
Email : Tracey.Shillingsworth2@icc.gov.au
Phone : 02 6841 3102
Fax : 02 6267 4706

12.2 Your details are as follows:

Bill Palmer
Email : Bill.Palmer@brebc.com.au
Phone : 02 6839 1800
Fax : 02 6839 1855

ANNEXURE A

Project: Murdi Paaki Regional Partnership Agreement
Approved Budget

As at: 11/06/2009

INCOME	2008/09	2009/10	2010/11	Total
Operational	$47,000.00	$47,000.00	$47,000.00	$141,000.00
GST	$4,700.00	$4,700.00	$4,700.00	$14,100.00
INCOME TOTAL	$51,700.00	$51,700.00	$51,700.00	$155,100.00
EXPENDITURE				
Operational				
Services				
Fee for Service on RPA project	$20,000.00	$20,000.00	$20,000.00	$60,000.00
MP Regional Plan	$7,000.00	$7,000.00	$7,000.00	$21,000.00
MPRA Engagement with Local	$20,000.00	$20,000.00	$20,000.00	$60,000.00
Operational sub-Total	$47,000.00	$47,000.00	$47,000.00	$141,000.00
GST	$4,700.00	$4,700.00	$4,700.00	$14,100.00
EXPENDITURE TOTAL	$51,700.00	$51,700.00	$51,700.00	$155,100.00

ANNEXURE B

PROGRAM AND PROJECT SPECIFIC CONDITIONS FOR FUNDING

PROGRAM SPECIFIC CONDITIONS

NIL

PROJECT SPECIFIC CONDITIONS

NIL

ANNEXURE C

PERFORMANCE INDICATORS FOR THIS PROJECT

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Performance Indicator	Planned Target
~~Provision of a report that describes how the activities have improved community engagement for young participants~~	~~Minimum quarterly workshops for MP Young Leaders~~

Performance Indicator
Provision of a report that describes the outcomes achieved against each of the specified objectives contained in the Schedule to the Funding Agreement.

ANNEXURE D

PURPOSE AGREEMENT OR OTHER AGREEMENT

Not Applicable

Deed of Variation to Program Funding Agreement

BETWEEN

The Commonwealth of Australia represented by the
Department of Families, Housing, Community Services and Indigenous Affairs

AND

Brewarrina Business Cooperative Ltd

Background

The Parties entered into a Program Funding Agreement under which the Commonwealth provided funding.

The Parties agree as follows:

Parties agree to vary the PFA in the terms set out in this Deed.

EXECUTED AS A DEED

SIGNED AND DELIVERED
for and on behalf of the
COMMONWEALTH OF AUSTRALIA
represented by and acting through the
Department of Families, Housing, Community Services
and Indigenous Affairs
ABN 36 342 015 855
by Thomas Warren on 16/6/2009
in the presence of:

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sign here

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LEONARD Hill
.....
print name of witness

witness sign here

Deed of Variation accepted as described in this letter.

The Common Seal of
Brewarrina Business Cooperative Ltd
ABN 15 137 258 917 was affixed to this document in accordance with its Rules who by signing warrants that they have the authority to bind Brewarrina Business Cooperative Ltd in the presence of:

affix common seal above

Signatory s 22 - irrelevant information
sign here

Witness s 22 - irrelevant information
sign here

Name and address of Witness Blanche Biles
please print
57 Doyle Street
BREWARRINA NSW 2839

SIGNED AND DELIVERED for and on behalf of
Brewarrina Business Cooperative Ltd
ABN 15 137 258 917 who by signing warrants that they have the authority to bind Brewarrina Business Cooperative Ltd in the presence of::

Signatory	s 22 - irrelevant information sign here	s 22 - irrelevant information sign here	sign here
Witness	s 22 - irrelevant information sign here	s 22 - irrelevant information sign here	sign here
Name and occupation of Witness	Blanche Biles Project officer please print	please print	please print