Agreement for Funding of Services

Schedule

Program: #Insert program name
Contract ID: #Insert contract ID
Contract name: #Insert contract name

Department of Communities and Justice
ABN 36 433 875 185

#Insert name of Provider
ABN #Insert ABN]

The Date of the Agreement for Funding of Services – Schedule is **#Insert the start date of the contract**

This Schedule and its paragraphs, are to be read in conjunction with the Agreement for Funding of Services - Standard Terms (the "**Agreement**").

Capitalised terms, where used in this Schedule, have the same meaning as given in the Agreement unless the context requires otherwise.

A reference to Program Guidelines in the Schedule or the Agreement is also a reference to the Program Specifications.

Details	Description	
Us (Agency)	Name:	Department of Communities and Justice
	ABN:	36 433 875 185
	Address:	#Insert District address
	Position, name and contact details of Agency representative:	#Insert position, name and contact details (including email address) of the Contract Manager
You (Provider)	Name:	#Insert Provider's name
	ABN/ACN/ICN:	#Insert Provider's Australian Business Number / Australian Company Number / Indigenous Corporation Number (as applicable)
	Address:	#Insert Provider's address
	Position, name and contact details of Provider representative:	#Insert position, name and contact details (including email address) of the Provider's representative
Initial Term (Clauses 1.1 and 3.1)	#Insert the Initial Term of the Agreement as a period of time eg X years Start Date: #Insert start date of agreement End Date: #Insert end date of agreement	
Extension period (Clause 3.2)	#Insert any applicable extension period for the Agreement. If no extension period will apply, then insert the words "Not applicable"	

Services
(Clauses 1.1 and 5)

TABLE 1

Financial Year	Service level	Maximum quantity	Unit measure	Unit price	Line Item Total
#Insert	#Insert description of service level	#Insert	#Insert – e.g. outlets or sessions	#Insert individual unit price	#Insert

The service details are as follows:

TABLE 2

Service Level	Quantity	Target Group	Location/LGAs
#Insert	#Insert	#Insert”	#Insert

Services description:

Target Group (Clauses 1.1 and 5.1(a)(i))	The target group(s) described above (if any). #Or as described in the Program Specifications Attached
Objectives (Clauses 1.1 and 5.1(a)(v))	#Insert the Agency's objectives for the Services. These should be extracted from the Program Specifications

Funds and payment (Clauses 1.1 and 9.1)	Total amount of Funds: (Clauses 1.1 and 9.1(a))	$ #Insert (exclusive of GST)
	The Funds will be paid to You on the following basis: (Clause 9.1(a))	The amount of Funds to be paid for each Financial Year of the Term is $ #Insert See also the Supplementary Conditions in relation to Funds held on trust. A portion of the Funds will be paid to You at quarterly intervals, unless otherwise agreed in writing. **Table 3**

Instalment	Payment trigger	Date for payment	Supporting documentation for payment claim
A portion of the funds will be paid to You each quarter.	#Insert	#Insert	#Insert. If no supporting documentation is required insert “N/A”

	Your bank account details: (Clause 9.1(b))	#Insert Provider's bank account details (including account name, BSB and account number)

You must use the Funds during the following period: (Clause 9.3(a)(iii))	The Financial Year in which the Funds are paid to You, unless notified by Us in writing.

Budget (Clauses 1.1 and 9.2)	#Insert the budget for the expenditure of the Funds. If no budget applies, then insert the words "Not applicable" #If an updated Budget is required to be submitted during the Term specify any conditions for the preparation of the updated Budget and the date(s) for submitting the updated Budget	
Assets (Clauses 1.1 and 11)	Asset threshold value: (Clause 1.1)	$2,000 (exclusive of GST)
	Other items that are Assets: (Clause 1.1)	#Insert
	Asset obligations: (Clause 11.1(a)(i))	#Insert details of any specific obligations that relate to the Assets. If none apply, insert the words "Nothing stated"
	Owner of assets: (Clause 11.2)	You agree that any Assets purchased with the Funds are the property of Us and are held on trust by You on behalf and for the benefit of Us unless otherwise approved by Us.

Milestones
(Clause 1.1 and 5.1(a)(iv))

TABLE 4

Number	Milestones	Due date
1	#Insert description of Milestone	#Insert date by which Milestone must be achieved
2	#Insert	#Insert
3	#Insert	#Insert

Notified Policies
(Clauses 1.1 and 5.2(b))

The policies, guidelines and codes stated in the Program Specifications (if any).

Standards
(Clauses 1.1 and 5.2(c))

The standards stated in the Program Specifications (if any).

Performance and Outcome Measures
(Clauses 1.1 and 5.3)

The performance and outcome measures described in the Program Specifications (if any).

Subcontracting
(Clauses 1.1 and 6.3)

If nil approved, insert “None stated”

Additional circumstances requiring notification as soon as reasonably practicable (Clause 8.1)	You will notify Us as soon as reasonably practicable of any change of "officer" as defined in the *Corporations Act* 2001(Cth), in Your organisation. This includes but is not limited to: • a director or secretary; • any other person who makes decisions affecting the whole, or a substantial part of the business; and • any other person who has the capacity to affect the financial standing, of Your organisation.
Additional circumstances requiring immediate notification (Clause 8.2(e))	You will also notify Us immediately of the following changes to Your organisation, including: • change to legal status; • change of ABN; and • new ACN.
Additional contributions (Clause 9.8)	Refer to clause 7 of the Supplementary Conditions.
Ownership or licensing of Intellectual Property Rights (Clauses 16.1, 16.2 and 19.4(e)(i))	Refer to clause 16 of the Agreement.

Reporting requirements (Clause 19.4(a)(i))

TABLE 5

Report name	Content of report / report requirements	Frequency of report	Form and method of delivery of report	Details of recipient (name, title and email address)
#Insert	*#Insert*	*#Insert*	*#Insert*	*#Insert* general DCJ position and email should be used

Insurance (Clause 20.1)	Refer to clause 20.1 of the Agreement. #Insert any specific insurance requirements of the Agency which the Provider must satisfy under the Agreement	
Acknowledgment and publicity (Clause 21.1)	#Insert any specific Agency requirements regarding the form and manner that the acknowledgment of funding in any publications, advertising and promotional materials must take. If none apply, insert "None stated"	
Dispute resolution (nominated representatives) (Clause 22.1(d))	Our nominated representative:	Manager Commissioning and Planning #Insert District
	Your nominated representative:	#Insert name of Provider's nominated representative for dispute resolution
Dispute resolution (senior representatives) (Clause 22.1(e))	Our senior representative:	Executive District Director #Insert District
	Your senior representative:	#Insert name of Provider's senior representative for dispute resolution

Supplementary Conditions
(Clauses 1.1, 2.1(c) and 5.1(a)(vi))

1. Effect of Supplementary Conditions

   For the purposes of clause 2.1(c) of the Agreement, where there is any inconsistency between the following Supplementary Conditions (including those described as “additional Supplementary Conditions”) and the Standard Terms, the following Supplementary Conditions will prevail over the Standard Terms to the extent of the inconsistency.

2. Additional definitions

   In this Schedule, the following terms have the following meanings:

   Financial Year means each 12 Month period commencing on 1 July and ending on 30 June.

   Program Specifications means the document as amended or replaced by Us from time to time, an initial version of which (if any) is attached to the Agreement as Attachment 1.

3. Option to extend

For the purposes of clause 3.2 of the Agreement, and to the extent that an extension period is stated in this Schedule, the parties acknowledge and agree that:

(a) Our right to extend under clause 3.2 of the Agreement is an option to extend the Term for the extension period; and

(b) We may exercise that option by notifying You no later than 30 days prior to the expiry of the Initial Term, in writing, that We wish to exercise it.

4. Program Specifications

(a) You acknowledge and agree that:

(i) You are required to comply with the Program Specifications as that document is amended or replaced from time to time;

(ii) We may amend or replace the Program Specifications at any time and that updated version or replacement document is the 'Program Specifications' for the purposes of the Agreement; and

(iii) it is Your responsibility to ensure you have obtained, and are providing the Services in accordance with the current version of the Program Specifications.

(b) Without limiting paragraph 4(a)(iii), We will take reasonable steps to notify You of any amendment or replacement referred to in paragraph 4(a)(ii) that may have a material impact on the Services.

5. Accounts and records

You agree to keep proper accounts and records of Your use of the Funds (in respect of the bank account described in this Schedule), separately from Your other accounts and records.

6. Funds held on trust

You agree that the Funds remain the property of Us, and are held on trust by You on behalf and for the benefit of Us, until the Services are delivered to the reasonable satisfaction of Us. For the avoidance of doubt, Funds do not need to be placed in a trust account.

7. Additional funds

(a) You agree to provide details of any additional monetary contributions by another agency or authority relating to the provision of the specific services funded within this contract. This includes the following:

(i) the funding amount

(ii) the agency providing the funding
(iii) the outputs and outcomes attributed to the funding

(b) We reserve the right to discuss with You the potential impact any such funds may have on services funded by Us.

8. Asset Register

For the purpose of clause 11.3 of the Agreement, You agree to provide us the Asset Register within 4 months of the end of each Financial Year during the Term.

9. Termination without fault

Clause 13(2)(b) is amended by replacing “6 months” with “90 days”.

10. Privacy Legislation

The parties agree that the Privacy Legislation, for the purposes of clause 18.1(a) of the Agreement, will be read down to exclude the Privacy Act 1988 (Cth).

11. Records

(a) If You are funded to provide out of home care services, You agree to comply with section 170 of the CYPCP Act (and service provision guidelines), including maintaining files of a child or young person for 7 years after you cease to be responsible for the placement of the child or young person. At the expiration of such period or, if, within that period You cease to be a designated agency, You agree to deliver the records to the Secretary of Us.

(b) If You are funded to provide out of home care services, You agree to deliver to Us at no cost all records relating to the placement in statutory or supported out-of-home-care of Aboriginal and Torres Strait Islander children and young persons within 60 days after the child or young person ceases to be in the care of your organisation for any reason or ceases to be in statutory or supported out-of-home-care. Records in electronic format must be delivered in PDF format, or any other electronic format specified by Us.

12. Reporting

The requirements of this paragraph 12 apply for the purposes of clause 19.4(a)(i) of the Agreement.

Organisational level

(a) Subject to paragraph 12(d), if You are required by law to prepare audited financial statements, then You agree to provide Us with copies of such audited financial statements,

within 4 months of the end of each Financial Year during the Term.

(b) Any audited financial statement provided to Us must be accompanied by an audit certificate signed by an auditor who is a member of a professional accounting or auditing body that meets the Accounting Standards. The auditor must be independent of You and must not have any financial interest in You. The audit certificate must include a statement that the audit has been completed in accordance with all applicable Accounting and Auditing Standards.

(c) Subject to paragraph 12(d), if You are not required by law to prepare audited financial statements, then You agree to provide Us with the following financial statements, within 4 months of the end of each Financial Year during the Term:

(i) Statement of profit and loss and other comprehensive income;

(ii) Statement of financial position;

(iii) Statement of changes in equity;

(iv) Statement of cash flow;

(v) Notes to the financial statements;

(vi) A signed and dated Responsible Persons' declaration about the statements and notes;

(vii) A compilation report.

(d) You are not required to comply with paragraphs 12(a) or 12(c) if You are a local council, university or other body established under NSW legislation.

(e) You agree to include in the audited financial statement any additional Funding provided by Us to You (outside of the Agreement), within 4 months of the end of each Financial Year during the Term.

Services

(f) In relation to the Services, You agree to provide a detailed income and expenditure statement:

(i) for Funds under the Agreement valued at above $25,000 (excl GST);

(ii) to include any additional funds provided by Us;

(iii) within 4 months of the end of each Financial Year during the Term;

(iv) at expiry and/or termination; or

(v) upon request.

(g) In relation to the Services, You agree to provide a certificate in relation to the expenditure of all Funds under the Agreement:

(i) certifying that the Funds have been properly spent, in accordance with the requirements of the Agreement;

(ii) signed by 2 members of Your board of management; and

(iii) within 4 months of the end of each Financial Year during the Term.

13. Data sharing

You agree that we may share any and all data, information and documents arising under or in connection with the Agreement in accordance with the rights and responsibilities afforded to Us pursuant to the Data Sharing (Government Sector) Act 2015 (NSW).

14. Research, evaluation and data collection

(a) You agree to comply with any request from Us for statistical or other information relating to the Services to be used for surveys or research authorised by Us.

(b) If You make a written request to Us, We agree to provide You with a copy of any public information or report compiled by Us as a result of any surveys or research referred to in paragraph 15(a), within 28 days of Your request.

(c) You agree to promptly notify Us if You, or any third party, intends to conduct research into activities that receive Funds. You agree that any such research must comply with Our "Guidelines for External Researchers" (or similar document advised by Us to You in writing), available on Our website.

(d) Without limiting the foregoing, You agree to collect and provide the following information to Us:

(i) all information required to report on Your performance under the Agreement;

(ii) information relating to the delivery of the Services;

(iii) information in accordance with any data collection requirements notified to You from time to time; and

(iv) information required for surveys or research authorised by Us.

15. Reasonable access

You agree to:

(a) provide the Services in a way which provides reasonable access to all persons in the Target Group (or if there is no Target Group, to all persons) regardless of race, gender, age, pregnancy, marital status, disability, sexual preference, religion, cultural background, transgender or health status. You acknowledge and agree that the provision of reasonable access may require the use of interpreters and translators for clients from diverse linguistic and cultural backgrounds; and

(b) take reasonable action to ensure that any usual places at which the Services will be provided are physically accessible

to people with disabilities, having regard to the circumstances of a particular case, including:

(i) the needs of the client;

(ii) the consequences for the client of exclusion from Services;

(iii) Your financial circumstances; and

(iv) the estimated cost of accessibility.

16. Audits

(a) Clause 15.2(b) of the Agreement does not apply.

(b) In respect of any access referred to in clause 15.2(a) of the Agreement, We agree to, where practicable, endeavour to provide:

(i) if We wish to attend your premises or the premises where the Services are or were provided – at least 48 hours prior notice to You;

(ii) if We wish to attend a client's or carer's private home, (and must only attend the client's or carer's private home with that client's or carer's permission) – at least 14 days prior notice to the client or carer;

(iii) if we wish to review, audit, or investigate Your performance under the Agreement – at least ten Business Days to You; and

(iv) any other circumstances – reasonable prior notice in the circumstances to You.

(c) If We wish to review, audit, or investigate Your performance under the Agreement, We agree to also endeavour to provide You with:

(i) written terms of reference for the audit;

(ii) instructions about Your obligations during the audit;

(iii) a copy of any reporting arising from the audit; and

(iv) an opportunity to respond to any audit report.

(d) Without limiting anything else in the Agreement, if We hold serious concerns about the provision of the Services, We reserve the right to, with the approval of Our relevant senior executive officer, attend premises or inspect records or documents without prior notice to You. We agree to, where practicable, endeavour to provide reasons upon attending the premises or inspecting the records or documents.

17. Cooperation and assistance

(a) You agree to provide access at no cost or expense to Us.

18. Notice sent to the DCJ contract management portal

(a) Unless stated otherwise in this Agreement and subject to clause 23, a notice, request or other communication given under this Agreement may be sent by either party via the

Department's contract management portal that has provisions for these notices, requests or other communication to be sent and received;

(b) A notice, request or other communication sent by means of the contract management portal must be signed by a duly authorised representative of the sending party;

(c) Without limiting the means by which the sending party may be able to prove that a notice, request or other communication has been received by the other party, it will be deemed to have been received:

(i) when the sender receives an automated message confirming delivery (and retains proof of receipt) or

(ii) 30 minutes after the time sent (as recorded on the portal from which the sender sent the message) unless the sender received an automated message that the message has not been delivered (and retains proof of such receipt)

whichever happens first.

(d) All electronic notices must comply with the Electronic Transactions Act 2000 (NSW).

19. Public Interest Disclosures

(a) For the purposes only of this clause 19 (Public Interest Disclosures), unless the context otherwise requires:

(i) "PID Act" means the Public Interest Disclosures Act 2022; and

(ii) words and expressions, including the terms 'corrective action', 'public official', 'voluntary public interest disclosure', 'serious wrongdoing', 'relates to an agency' and 'public official associated with' which have a defined meaning in the PID Act have the same meaning as in the PID Act.

(b) You must ensure that all individuals involved in providing services under this Agreement are made aware of the following:

(i) that those individuals are public officials for the purposes of the PID Act;

(ii) how to make a voluntary public interest disclosure ("PID");

(iii) Our public interest disclosure policy ("DCJ PID Policy"), available on the DCJ website at https://dcj.nsw.gov.au/documents/resource-centre/policies/dcj-public-interest-disclosures-policy.pdf or as advised or updated from time to time by Us;

(iv) associated information and resources regarding making of public interest disclosures under the DCJ PID Policy and any related materials, which may be made available or updated from time to time by Us; and

(v) the fact that a person who is dissatisfied with the way in which a voluntary 'public interest disclosure' (PID) has been dealt with may be entitled to take further action under the PID Act or another Act or law.

(c) You must notify Us of a voluntary public interest disclosure of which You become aware where either:

(i) the disclosure relates to Us; or

(ii) the maker of the disclosure is known to be a public official associated with Us.

(d) You must notify Us of serious wrongdoing committed, or alleged to be committed, by an individual providing services under this Agreement.

(e) You must use best endeavours to assist in an investigation of serious wrongdoing if requested to do so by a person dealing with a voluntary public interest disclosure on behalf of Us or any other agency.

(f) You acknowledge that:

(i) If We investigate a voluntary public interest disclosure and find that serious wrongdoing or other misconduct occurred, We have an obligation to take appropriate corrective action under s. 66 of the PID Act; and

(ii) in addition to any right of termination We have under any other clause of this Agreement, We may terminate the Agreement in response to a finding of serious wrongdoing or other misconduct involving You or an individual providing services under this Agreement.

(g) If You are otherwise permitted to subcontract under this Agreement and We approve Your application to subcontract the Agreement in whole or in part, You must ensure that the subcontract contains terms binding the person or body engaged under the subcontract that are equivalent to the terms binding You in this clause 19 (Public Interest Disclosures).

Note: subclause 19(g) may be deleted if subcontracting is not permitted”

20. Modern Slavery

Modern Slavery:

(a) means any conduct that constitutes or would constitute any offence listed in Schedule 2 of the *Modern Slavery Act 2018* (NSW), including an offence of attempting or incitement to commit such an offence;

(b) includes any conduct that constitutes or would constitute an offence under any of the Modern Slavery Laws as amended from time to time, including an offence of attempting or incitement to commit such an offence; and

(c) includes conduct engaged in elsewhere than in New South Wales that, if it occurred in New South Wales, would constitute a modern slavery offence under paragraphs (a) or (b).

Modern Slavery Laws means:

(a) the *Modern Slavery Act 2018* (Cth);

(b) the *Modern Slavery Act 2018* (NSW);

(c) Divisions 270 and 271 of the Commonwealth Criminal Code;

(d) section 176(1A) of the *Public Works and Procurement Act 1912* (NSW);

(e) section 438ZE of the *Local Government Act 1993* (NSW); and

(f) any other laws, regulations, codes and international conventions aimed at combatting modern slavery, forced labour or human trafficking, from time to time in force in or ratified by Australia and, where relevant, in or by other jurisdictions in which the parties operate,

each as amended from time to time.

20.1 Core Obligations

Each party must:

(a) not engage in Modern Slavery;

(b) take reasonable steps to ensure that it, its directors, officers, employees, Related Entities and Engaged Entities comply with Modern Slavery Laws as applicable;

(c) take reasonable steps to ensure that its Engaged Entities include provisions equivalent to the Core Obligations (including this sub-clause) in their contracts with their suppliers; and

(d) take reasonable steps to ensure that its Engaged Entities provide their respective directors, officers, employees and suppliers with at least the minimum level of wages and other entitlements required by law.

20.2 Price

Each party acknowledges and agrees that the Price supports each Party to comply with its Core Obligations.

20.3 Implementation

Without limiting the Core Obligations and to the extent permitted by law, the Provider agrees that it will notify the Department immediately with adequate particulars of the Modern Slavery and the actions taken, or being taken, to remedy the Modern Slavery if the Provider becomes aware of any actual or reasonably suspected Modern Slavery engaged in, or any notices, investigations, proceedings or claims arising in any jurisdiction in relation to any actual or reasonably suspected breach of Modern Slavery Laws by the Provider, the Provider's directors, officers, employees, Related Entities, or by any of its Engaged Entities, whether or not the Modern Slavery occurs or is suspected to occur in the performance of the Agreement.

20.4 Assistance

Without limiting the Core Obligations and clause 20.3 (Implementation) each party must provide, and use reasonable endeavours to ensure its directors, officers, employees, Related Entities and Engaged Entities provide, all reasonable assistance to the other party to enable the other party to comply with its obligations under this clause and under applicable Modern Slavery Laws.

20.5 Disclosure

The Provider represents and warrants to, and for the benefit of, the Department that, as at the Agreement Date and on a continuing basis for the duration of the term of this Agreement, the Provider has disclosed, in accordance with clause 20.3:

(a) to the extent the Provider is aware, any:

(i) actual or reasonably suspected Modern Slavery engaged in; and

(ii) notices, investigations, proceedings or claims arising in any jurisdiction in relation to any actual or reasonably suspected breach of Modern Slavery Laws,

by the Provider, the Provider's directors, officers, employees, or Related Entities, or by any of the Provider's Engaged Entities while performing any contract with the Provider, whether or not the Modern Slavery arises in the performance of the Agreement; and

(b) all actions taken to remedy said Modern Slavery or breach of Modern Slavery Laws.

20.6 Material Breach and termination

Without limiting the parties' rights under this Agreement, the parties agree that:

(a) a breach of either party's obligations under this clause will be taken to be a material breach of this Agreement; and

(b) where one party forms the view that there is a material breach that is reasonably capable of being remedied, then the parties shall take reasonable steps to remedy the breach in accordance with this Agreement.

20.7 Remediation Plan

(a) Where one party forms the view that there is a material breach that is reasonably capable of being remedied, then the parties shall develop a remediation plan to take reasonable steps to remedy the breach in accordance with this Agreement (the Remediation Plan).

(b) Each party shall take reasonable efforts proportionate to their contribution to the material breach to implement this Remediation Plan.

20.8 Definitions

Core Obligations means those obligations set out in clause 20.1 (Core Obligations).

Engaged Entity of a party means any first tier (direct) suppliers, subcontractors, consultants and contractors engaged by that party (or that party's directors, officers and employees) in connection with this Agreement. For the avoidance of doubt, 'Engaged Entities' includes independent contractors (whether an individual or body corporate), secondees, consultants and any other workers (however described) who may be engaged for the purposes of this Agreement but are not employed by the relevant party.

Price means the funding amount provided by the Department to the Provider under this Agreement.

Reasonable steps for the purpose of this clause means those steps that are reasonable in the circumstances to prevent, identify, mitigate and remedy modern slavery. In assessing whether steps are reasonable, the parties may refer to the NSW Anti-slavery Commissioner's Guidance on Reasonable Steps and related information and resources published by the Anti-slavery Commissioner.

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth).

Related Entity means, in respect of a party, a Related Body Corporate of such party.

21. Additional Supplementary Conditions

If there are no additional Supplementary Conditions, insert "N/A"."

Attachments

- Attachment 1 – Program Specifications
- Add more as needed

#Number and insert the names of any other Attachments that form part of the Schedule

#If there are no Attachments insert "Not Applicable"

EXECUTION

The parties agree that by signing this document they enter into an Agreement comprising of the following documents (in the order of precedence described in clause 2.1 of the Agreement):

(a) the Agreement for Funding of Services - Standard Terms;

(b) this Agreement for Funding of Services - Schedule; and

(c) any Attachments.

Executed as an agreement on _____

#Insert date of execution

#Note: The clause below is provided as an example only. The Agency should include its form of execution clause if the clause below is not applicable

Signed for and on behalf of **Department of Communities and Justice** ABN **36 433 875 185** by its duly authorised officer in the presence of:

_____	_____
Signature of witness	Signature of authorised officer
_____	_____
Print full name	Print full name
_____	_____
Date	Position of authorised officer

#Note: Select execution clause that is appropriate to the Provider's structure and proposed method of execution and delete the execution clause that does not apply

Signed by **#Insert Provider name** ABN **#Insert Provider ABN** by:

_____	_____
Signature of director/company secretary	Signature of director
_____	_____
Print full name	Print full name
_____	
Date	

OR

Signed for and on behalf of **#Insert Provider name** ABN **#Insert Provider ABN** by its duly authorised officer in the presence of:

_____	_____
Signature of witness	Signature of authorised officer
_____	_____
Print name of witness	Name of authorised officer
_____	_____
Date	Position of authorised officer