



**Australian Government**

**Department of Immigration and Border Protection**

**Attachment A**

**DECISION RECORD**

**Request Details**

FOI Request FA 14/02/00956

File Number ADF2014/6288

**Scope of request**

*Pursuant to the Freedom of Information Act (1982) Cth, I request all correspondence sent from 7 September 2013 to today's date, including emails, between all organisations offered funding by the Commonwealth under the Building Multicultural Communities Program and: Minister Scott Morrison, Assistant Minister Michaelia Cash, the Office of Minister Scott Morrison, the Office of Assistant Minister Michaelia Cash, and the Department of Immigration and Border Protection.*

*I am not requesting duplicates.*

**Documents in scope**

1. Documents regarding the South Australian German Association – containing 4 folios.
2. Documents regarding the Irish Australian Association – containing 15 folios.
3. Documents regarding the Malanda Theatre Company – containing 4 folios.
4. Documents regarding the Modbury Uniting Church – containing 5 folios.
5. Documents regarding the Perth Outrigger Canoe Club – containing 13 folios.

**Authority to make decision**

I am an officer authorised under section 23 of the FOI Act to make decisions in respect of requests to access documents or to amend or annotate departmental records.

**Information considered**

In reaching my decision, I have considered the following:

- the *Freedom of Information Act 1982*;
- documents held by the department (identified above);
- consultation with relevant third party organisations;
- consultation with the Department of Social Services; and
- the Australian Information Commissioner's guidelines relating to access to documents held by government.

**Reasons for decision**

I have considered the files within the scope of your request and applied exemptions in part or in full to documents as detailed in the Schedule of Documents. You should read the schedule in conjunction with the exemptions below.

**people** our business

6 Chan Street Belconnen ACT 2617

PO Box 25 BELCONNEN ACT 2616 • Telephone: 02 6264 1111 • Fax: 02 6225 6970 • [www.immi.gov.au](http://www.immi.gov.au)

## **Deletion of exempt or irrelevant material under s.22 of the FOI Act**

Section 22(2) of the FOI Act provides that, where an agency reaches the view that a document contains exempt information or material that is irrelevant to the request **and** it is possible for the agency to prepare an edited copy of the document with the irrelevant or exempt material deleted, then the agency must prepare such a copy.

This edited copy must be provided to the applicant. Further, the decision maker must advise the applicant in writing that the edited copy of the document has been prepared and of the reason(s) for each of the deletions in the document (s.22(3) of the FOI Act).

Exempt material is deleted pursuant to s.22(1)(a)(i) and irrelevant material is deleted pursuant to s.22(1)(a)(ii) of the FOI Act.

The attached Schedule of Documents identifies documents where material has either been deleted as exempt information under the FOI Act or deleted as irrelevant to the scope of the request.

### ***Conditional exemption – personal information - s.47F(1)***

A document is *conditionally exempt* under s.47F(1) of the Act if its release would *involve the unreasonable disclosure of personal information about any person (including a deceased person)*. I am satisfied the documents falling within the scope of your request contain the personal information of third parties.

The exemption in s.47F(1) of the FOI Act applies if I am satisfied that the release of information would involve the *unreasonable* disclosure of third parties personal information. The FOI Act states that when deciding whether the disclosure of personal information would be *unreasonable* I *must* have regard to the factors set out in s.47F(2), being:

- (a) *the extent to which the information is well known;*
- (b) *whether the person to whom the information relates is known to be (or to have been) associated with the matters dealt with in the document;*
- (c) *the availability of the information from publicly available resources;*
- (d) *any other matters that I consider relevant.*

I have considered each of these elements separately below.

#### ***(a) Extent to which the information is known***

While I note that the subject matters contained in the documents are in the public domain, the specific details of the individual's concerned have not previously been released. The identity of the individuals is not widely known.

#### ***(b) Whether the person to whom the information relates is known to be associated with the matters in the document***

As discussed above, the identity of the individuals relating to the subject matter is not widely known. Their personal details in connection to the subject matter have not been previously released.

*(c) The availability of the information from publicly available sources*

As discussed above, the subject matter is in the public domain. However, the personal information identified as exempt is not available through any public sources.

*(d) Any other matters that the agency considers relevant*

- The information is not your personal information.
- Every person has the right to expect that their personal information will be securely maintained by the department.
- Whether the personal information; on its own; or in connection with other information already known to other persons, amount to the individual being identified.

After considering each element in s.47F(2), I am satisfied that disclosure of the personal information would be *unreasonable*.

Therefore, I am satisfied that the personal information I have identified in the relevant documents is *conditionally exempt* under s.47F(1) of the Act. A *conditionally exempt* document **must** be released under the FOI Act unless the release would be *contrary to the public interest*. As a result, I must now consider the factors set out in the public interest test in s.11B(3) of the FOI Act.

*Factors favouring disclosure*

While release would promote the objects of the FOI Act, I do not consider that the release of the third party personal information contained within these documents would add to, nor inform debate on, a matter of public importance.

*Factors weighing against disclosure*

The OAIC has issued guidelines that contain a list of factors weighing against disclosure which must be considered under s.11B(5) of the FOI Act. However, I note that this list is not exhaustive and I may consider any other relevant factors.

I consider that these factors are relevant to the documents in question:

- prejudice the protection of an individual's right to privacy
- it is a core Government concern to maintain the integrity of the information it holds and in the maintaining of an individual's privacy
- prejudice the fair treatment of individuals

Some information contained within the documents, wholly relates to a person other than you. The department is obliged to take action to prevent the unreasonable disclosure of an individual's personal information and I have given this the greatest weight.

On balance, I am satisfied that the disclosure of the information I have identified as personal information would amount to an unreasonable disclosure of personal information. Further, I am satisfied that the release of the personal information in the documents would be contrary to the public interest. Therefore, I am satisfied that the personal information in the documents is exempt from release under section 47F(1) of the Act.

Having reached that view, s.22(2) of the FOI Act requires me to provide you with an edited copy of the documents, with the exempt information deleted under s.22(1)(b).



Shannon Bevan  
Authorised decision maker  
FOI and Privacy Policy Section  
Ministerial, Executive and External Accountability Branch  
Department of Immigration and Border Protection  
Telephone 02 6264 4667  
Email [foi@immi.gov.au](mailto:foi@immi.gov.au)

17 September 2014



Australian Government

Department of Immigration and Border Protection

Attachment B

**SCHEDULE OF DOCUMENTS TO DECISION RECORD**

FOI Request FA 14/02/00956

File Number ADF2014/6288

**1. Documents regarding the South Australian German Association**

Folio	Description	Decision	Legislation
1-3		Release in Full	
4	Information or material that is irrelevant to the scope of the request	Irrelevant material	s.22(1)(a)(ii)

**2. Documents regarding the Irish Australian Association**

Folio	Description	Decision	Legislation
1-2	Third party personal information identified	Exempt in Part	s.47F(1)
3		Release in Full	
4	Third party personal information identified	Exempt in Part	s.47F(1)
	Information or material that is irrelevant to the scope of the request	Irrelevant material	s.22(1)(a)(ii)
5-6		Release in Full	
7	Third party personal information identified	Exempt in Part	s.47F(1)
8-10		Release in Full	
11-15	Third party personal information identified	Exempt in Part	s.47F(1)

**3. Documents regarding the Malanda Theatre Company**

Folio	Description	Decision	Legislation
1-2		Release in Full	
3	Information or material that is irrelevant to the scope of the request	Irrelevant material	s.22(1)(a)(ii)
4		Release in Full	

#### 4. Documents regarding the Modbury Uniting Church

<b>Folio</b>	<b>Description</b>	<b>Decision</b>	<b>Legislation</b>
1-3	Information or material that is irrelevant to the scope of the request	Irrelevant material	s.22(1)(a)(ii)
		Release in Full	
5	Information or material that is irrelevant to the scope of the request	Irrelevant material	s.22(1)(a)(ii)
	Third party personal information identified	Exempt in Part	s.47F(1)

#### 5. Documents regarding the Perth Outrigger Canoe Club

<b>Folio</b>	<b>Description</b>	<b>Decision</b>	<b>Legislation</b>
1	Third party personal information identified	Exempt in Part	s.47F(1)
2-3		Release in Full	
4-6	Third party personal information identified	Exempt in Part	s.47F(1)
7		Release in Full	
8	Third party personal information identified	Exempt in Part	s.47F(1)
	Information or material that is irrelevant to the scope of the request	Irrelevant material	s.22(1)(a)(ii)
9	Information or material that is irrelevant to the scope of the request	Irrelevant material	s.22(1)(a)(ii)
10		Release in Full	
11	Third party personal information identified	Exempt in Part	s.47F(1)
12-13		Release in Full	

## Attachment C – Extract of relevant legislation

### 22 Access to edited copies with exempt or irrelevant matter deleted

#### *Scope*

- (1) This section applies if:
  - (a) an agency or Minister decides:
    - (i) to refuse to give access to an exempt document; or
    - (ii) that to give access to a document would disclose information that would reasonably be regarded as irrelevant to the request for access; and
  - (b) it is possible for the agency or Minister to prepare a copy (an *edited copy*) of the document, modified by deletions, ensuring that:
    - (i) access to the edited copy would be required to be given under section 11A (access to documents on request); and
    - (ii) the edited copy would not disclose any information that would reasonably be regarded as irrelevant to the request; and
  - (c) it is reasonably practicable for the agency or Minister to prepare the edited copy, having regard to:
    - (i) the nature and extent of the modification; and
    - (ii) the resources available to modify the document; and
  - (d) it is not apparent (from the request or from consultation with the applicant) that the applicant would decline access to the edited copy.

#### *Access to edited copy*

- (2) The agency or Minister must:
  - (a) prepare the edited copy as mentioned in paragraph (1)(b); and
  - (b) give the applicant access to the edited copy.

#### *Notice to applicant*

- (3) The agency or Minister must give the applicant notice in writing:
  - (a) that the edited copy has been prepared; and
  - (b) of the grounds for the deletions; and
  - (c) if any matter deleted is exempt matter—that the matter deleted is exempt matter because of a specified provision of this Act.
- (4) Section 26 (reasons for decision) does not apply to the decision to refuse access to the whole document unless the applicant requests the agency or Minister to give the applicant a notice in writing in accordance with that section.

#### 47F Public interest conditional exemptions—personal privacy

##### *General rule*

- (1) A document is conditionally exempt if its disclosure under this Act would involve the unreasonable disclosure of personal information about any person (including a deceased person).
- (2) In determining whether the disclosure of the document would involve the unreasonable disclosure of personal information, an agency or Minister must have regard to the following matters:
  - (a) the extent to which the information is well known;
  - (b) whether the person to whom the information relates is known to be (or to have been) associated with the matters dealt with in the document;
  - (c) the availability of the information from publicly accessible sources;
  - (d) any other matters that the agency or Minister considers relevant.
- (3) Subject to subsection (5), subsection (1) does not have effect in relation to a request by a person for access to a document by reason only of the inclusion in the document of matter relating to that person.

##### *Access given to qualified person instead*

- (4) Subsection (5) applies if:
  - (a) a request is made to an agency or Minister for access to a document of the agency, or an official document of the Minister, that contains information concerning the applicant, being information that was provided by a qualified person acting in his or her capacity as a qualified person; and
  - (b) it appears to the principal officer of the agency or to the Minister (as the case may be) that the disclosure of the information to the applicant might be detrimental to the applicant's physical or mental health, or well-being.
- (5) The principal officer or Minister may, if access to the document would otherwise be given to the applicant, direct that access to the document, so far as it contains that information, is not to be given to the applicant but is to be given instead to a qualified person who:
  - (a) carries on the same occupation, of a kind mentioned in the definition of ***qualified person*** in subsection (7), as the first-mentioned qualified person; and
  - (b) is to be nominated by the applicant.
- (6) The powers and functions of the principal officer of an agency under this section may be exercised by an officer of the agency acting within his or her scope of authority in accordance with arrangements referred to in section 23.



(7) In this section:

***qualified person*** means a person who carries on, and is entitled to carry on, an occupation that involves the provision of care for the physical or mental health of people or for their well-being, and, without limiting the generality of the foregoing, includes any of the following:

- (a) a medical practitioner;
- (b) a psychiatrist;
- (c) a psychologist;
- (d) a counsellor;
- (e) a social worker.

Note: Access must generally be given to a conditionally exempt document unless it would be contrary to the public interest (see section 11A).

(02) 6277 8537



**S.A. GERMAN ASSOCIATION INC**

223 Flinders Street, ADELAIDE SA 5000

T: 8223 253 F: 8232 2082

E: office@thegermanclub.com.au

www.thegermanclub.com.au

28<sup>th</sup> December 2013

RE: PDR MC 13-001093

Mr Greg Terrill

Assistant Secretary

Program and Delivery Support and Reporting Branch

GPO Box 787

Canberra ACT 2601

Dear Mr Terrill,

As President of the South Australian German Association, I am writing on behalf of all our members to express my disappointment, concerning the grant withdrawal of \$150,000 under the Multicultural Communities Program.

During the past 12 months our Association has spent enormous efforts planning for the future. To help assist our vision we have enlisted the professional services of; *Tony Stacey Management Consulting* (Development of Strategic Business Plan and Facility Master Plan) and the Architectural firm *Studio Nine*. We have also formed a Building Committee and appointed a full time General Manager to help support the urgently needed renovation process.

Our Association was established in 1886 and is the peak organisation for maintaining German culture within South Australia. We currently have over 700 members and our premises provide a home for some 30 different activity groups. Our premises are in strong demand during both the Adelaide and Fringe Festivals. We also fund South Australia's largest cultural festival the *Adelaide Schützenfest* attracting some 25,000 visitors from all over the world.

Released by DIBP under the  
Freedom of Information Act 1982


On the 28<sup>th</sup> of August 2013, our members were delighted to hear of the successful grant application. The excitement spread throughout the German/Austrian community Australia wide. As you can imagine good news, particularly unique news, spreads fast in cultural communities.

It has been estimated that our building renovations will cost approximately \$3 million and government grant support will be essential for project completion. As the leader of the German community, I will now need, at the commencement of 2014, to announce the grant withdrawal to our members.

As an optimist, I hope that future grants offered by *Department of the Environment* will be available to support and help save the rich German culture we have established in South Australia.

I hope we can still count on your support.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Michael Hemmes', with a stylized, cursive script.

Michael Hemmes

President

South Australian German Association

Released by DIBP under the  
Freedom of Information Act 1982

**From:** s. 22(1)(a)(ii) on behalf of Ministerial Helpdesk  
**Sent:** Tuesday, 28 January 2014 10:58 AM  
**To:** MPSS Referrals (mpsreferrals@dss.gov.au)  
**Subject:** Possible referral from DIBP - Pyne - 1401/00905 [DLM=For-Official-Use-Only]  
**Attachments:** DSS - Pyne - 1401 00905.pdf

For-Official-Use-Only

Good afternoon,

We have received the attached ministerial, however the line area has suggested it may be for your department. Could you please take a look and advise if you are able to accept?

If you are accepting, please advise if you require the hard copy to be sent. If a response is not received in 5 business days, we will take this as tacit approval and forward this item for your action.

Kind Regards

s. 22(1)(a)(ii)

Ministerial Helpdesk  
Ministerial, Executive and External Accountability Branch  
Department of Immigration and Border Protection

If you have any enquiries regarding this email please respond to the Ministerial Helpdesk Mailbox or Phone: [REDACTED]

*Please ensure that replies to this email are sent to the Ministerial Helpdesk.*

For-Official-Use-Only

Released by DIBP under the  
Freedom of Information Act 1982



# Irish Australian Association



13-15 Carrington Street, Adelaide, SA 5000; tel:(08) 8212 3767  
email: irishclubsa@gmail.com www.irishclub.org.au

BMCPDoc 1

30 September 2013

Senator The Hon Kate Lundy  
Dept of Immigration and Citizenship  
PO Box 25  
BELCONNEN ACT 2616

<input type="checkbox"/> Priority A - 7 days (or less)	<input type="checkbox"/> Reply by Min. Multi.
<input type="checkbox"/> Priority B - 14 days	<input type="checkbox"/> Reply by Min. Sec.
<input type="checkbox"/> Priority C - 28 days	<input type="checkbox"/> Reply by Part. Sec.
<input type="checkbox"/> Priority D - Intervention	<input type="checkbox"/> Reply by CoS
<input type="checkbox"/> Info/NFA	<input type="checkbox"/> Reply by Sen Adviser
<input checked="" type="checkbox"/> Non Port	

RECEIVED 02 OCT 2013

Action Area *REF*

*DSS*

<input type="checkbox"/> Reply by Dept
<input type="checkbox"/> FAS
<input type="checkbox"/> AS
<input type="checkbox"/> EL 2
<input type="checkbox"/> State / Territory

Received in Department

2 OCT 2013

Dear Senator Lundy

RE: BUILDING MULTICULTURAL COMMUNITIES PROGRAM – LETTER OF OFFER

Further to the above matter and in particular your letter dated 5 August 2013, I submit the enclosed Building Multicultural Communities Program Grant Acceptance documents on behalf of the Irish Australian Association Inc. (IAA) of Adelaide South Australia. We are very pleased to be replacing chairs and stools which are over 30 years old.

An electronic copy of the following documents was forwarded to Pattie Mitchell of your office on [pattie.mitchell@immi.gov.au](mailto:pattie.mitchell@immi.gov.au) this morning.

1. The Signed Agreement
2. A Tax Invoice from the IAA for the Grant
3. Supplier tax invoices x 2 with deposit paid on one of them
4. Financial Institution Details

Kind regards

Yours sincerely

s. 47F(1)

s. 47F(1)

[Redacted signature block]

On behalf of the IRISH AUSTRALIAN ASSOCIATION INC.

Released by DIBP under the  
Freedom of Information Act 1982

# Building Multicultural Communities Program

## Grant Agreement

### Parties to the Agreement

#### The Grantee

Full legal name of Grantee	Irish Australian Association Inc
Legal identity (e.g. individual, incorporated association, company, partnership etc)	Other Incorporated Entity
Trading or business name	Adelaide Irish Club
Incorporation Number, Australian Company Number (ACN) or other entity identifiers	A2050
Australian Business Number (ABN)	31 065 157 476
Registered with the ACNC?	No
Registered for GST?	Yes
Date from which GST registration was effective?	1/1/2002
Registered office (physical/postal)	13-15 Carrington Street ADELAIDE SA 5000
Relevant business place (if different)	-
Telephone	N/A
Fax	N/A
Email	s. 47F(1)

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Immigration and Citizenship.

6 Chan Street, Belconnen ACT 2617

ABN 33 380 054 835

#### **Background**

The Commonwealth has agreed to provide the Grant to the Grantee for the purpose of assisting the Grantee to undertake the Activity.

The Grantee agrees to use the Grant and undertake the Activity in accordance with this Agreement.

#### **Scope of this Agreement**

This Agreement comprises:

- (a) the Supplementary Terms (if any)
- (b) the General Grant Conditions at the time of entering into this Agreement (attached at Schedule 1)
- (c) this document including the Grant Details; and
- (d) any other document referenced or incorporated in the Grant Details.



If there is any ambiguity or inconsistency between the documents comprising this Agreement, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

The Agreement represents the Parties' entire agreement in relation to the Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

## Grant Details

### A. Purpose of the Grant

The purpose of the Grant is to improve infrastructure that will enhance social inclusion and create meeting places that provide opportunities to bring together individuals and families in the community.

The Grant aims to empower communities to embrace the benefits of multiculturalism and maintain cohesive and socially inclusive neighbourhoods. The enhanced infrastructure will provide an opportunity for Australians of all backgrounds to come together for activities, programs and community events, while promoting a sense of belonging for Australians of every race, culture and religion.

The Grant is being provided as part of the Building Multicultural Communities Program.

### B. Activity

The project enables the organisation to deliver better service in form of communicating and connecting with the communities. The project involves the purchase of furniture as specified in the budget table at F2.1.

### C. Duration of the Activity

The Activity starts on the date on which this Agreement is executed by the Commonwealth and ends on 30 June 2014, the Completion Date.

### D. Payment of Grant

The total amount of the Grant is 10,000.00 (GST exclusive).

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee solely controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.

### Invoicing

The Grant will be paid to the Grantee by the Commonwealth, following submission by the Grantee to the Commonwealth of the following documents:

- (a) the signed and witnessed Agreement including the initialled pages of the Agreement; and
- (b) a correctly rendered tax invoice and proof of purchase.

To be a correctly rendered tax invoice, the invoice must:

- (a) be issued by the Grantee; and
- (b) contain sufficient information to enable the following to be clearly identified:
  - (i) the Grantee's identity and ABN;



- (ii) a brief description of the Activity relating to the Grant amount;
- (iii) the extent to which the Grant is taxable – this can be shown separately or, if the GST to be paid is exactly one-eleventh of the total price, as a statement such as 'total price includes GST';
- (iv) the date the invoice is issued;
- (v) the amount of GST (if any) payable; and
- (vi) that the document is intended to be a tax invoice.

If the Grantee is registered for GST, the Grantee must issue the Commonwealth with a tax invoice in accordance with *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

#### E. Party Representatives and Address for Notices

##### Grantee's representative and address

Grantee's representative name	s. 47F(1)
Position	Volunteer
Postal/physical address(es)	13-15 Carrington St ADELAIDE SA 5000
Business hours telephone	N/A
Mobile	s. 47F(1)
Fax	-
E-mail	s. 47F(1)

##### Commonwealth representative and address

Name of representative	s. 22(1)(a)(ii)
Position	Assistant Director
Postal/physical address(es)	5 Chan Street, Belconnen ACT 2617 PO Box 25, Belconnen ACT 2616
Business hours telephone	s. 22(1)(a)(ii)
E-mail	

The Parties' representatives will be responsible for liaison and the day to day management of this Grant, as well as accepting and issuing any written notices in relation to the Grant.

#### F. Supplementary Terms

##### F1. Other Contributions

Not Applicable



## F2. Activity budget

F2.1 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistent with the following budget:

Budget					
Expenditure Item	Description	Grant Contributions	Grantee Contributions	Other Contributions	Total Cost
250	Link Stacking chairs	\$10,000	\$4000	\$0	\$14,000
<b>Total</b>		<b>\$10,000</b>	<b>\$4000</b>	<b>\$0</b>	<b>\$14,000</b>

## F3. Record keeping

F3.1 The Grantee agrees to maintain the following records:

- (a) identify the receipt and expenditure of the Grant and any Other Contributions separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (b) 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; and

F3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

F3.3 Term F3 survives the termination, cancellation or expiry of the Agreement.

## F4. Audit

Not Applicable

## F5. Activity Material

F5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

F5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

F5.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.

F5.4 Term F5 survives the termination, cancellation or expiry of the Agreement.

## F6. Access

F6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

F6.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause F6.1.

F6.3 Term F6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

**F7. Equipment and assets**

Not Applicable

**F8. Relevant qualifications or skills**

Not Applicable

**F9. Activity specific legislation, policies and industry standards**

F9.1 The Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- (a) Crimes Act 1914 (Cth);
- (b) Racial Discrimination Act 1975 (Cth);
- (c) Sex Discrimination Act 1984 (Cth);
- (d) Disability Discrimination Act 1992 (Cth);
- (e) Equal Opportunity for Women in the Workplace Act 1999 (Cth);
- (f) Work Health and Safety Act 2011 (Cth); and
- (g) relevant State or Territory laws relating to working with minors under the age of 18 years (children) and the employment of persons working with children.

**F10. Commonwealth Material, facilities and assistance**

Not Applicable

**F11. Jurisdiction**

F11.1 This Agreement is governed by the law of the Australian Capital Territory, Australia.

**Signatures****Executed as an agreement:**

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Immigration and Citizenship	
Name: (print) Position: (print) Signature and date:	     
Witness Name: (print)  Signature and date:	    

**Grantee**

Full legal name of the Grantee:	Irish Australian Association Inc ABN: 31 065 157 476
Public Officer's Name: (print) Signature and date:	s. 47F(1)
Committee Member/Secretary Name: (print) Signature and date:	

## How is the Activity to be undertaken?

### 1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

## How is the relationship governed?

### 2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

### 3. Notices

3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

### 4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

### 5. Subcontracting

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

### 6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement.

### 7. Variation

This Agreement may be varied in writing only, signed by both Parties.

## What conditions apply to payments?

### 8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may withhold any amount of a Grant payment where it reasonably believes the Grantee has not complied with this Agreement.

### 9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

### 10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant.

## How is information to be handled?

### 11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

### 12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Agreement Material.

12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

12.3 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Agreement Material for Commonwealth Purposes.

12.4 The licence in clause 12.3 does not apply to Activity Material.

### 13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which would cause the Commonwealth to be in breach of the *Privacy Act 1988*.

### 14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required by law or Parliament.

## How are risks managed?

### 15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

### 16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

## How are disputes resolved?

### 17. Dispute resolution

17.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

17.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

## How is this Agreement terminated?

### 18. Termination for default

The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) breached this Agreement; or
- (b) provided false or misleading statements in their application for the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

### 19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice due to a change in government policy.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

### 20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

## What are the definitions?

### 21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Material** means any Material, other than Agreement Material, created or developed by the Grantee as a result of the Activity.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.
- **Commonwealth** means the Commonwealth of Australia as represented by the agency specified in the Grant Details and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Agreement Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details.
- **Grantee** means the entity specified in the Grant Details and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.

Released by DPIP under the  
Freedom of Information Act 1982



# Irish Australian Association



13-15 Carrington Street, Adelaide, SA 5000; tel:(08) 8212 3767  
email: irishclubsa@gmail.com www.irishclub.org.au

TAX INVOICE NO: 092013

DATE: 27/9/2013

Department of Immigration and Citizenship  
Parliament House  
CANBERRA ACT 2600

Building Multicultural Communities Program

---

**Description of Project relating to the Grant**

Replace old seating with the following at a total project cost of **\$15,015**

200 Heavy Duty Stacking Chairs

6 Chair Stacking Trolleys

20 Fixed Seat Stools

**GRANT INVOICE DETAILS**

Stream One	Non-Fixed Infrastructure and equipment projects	AMOUNT
	Furniture Replacement as above project	\$10,000.00
	GST	\$1,000.00
	<b>TOTAL GRANT AMT</b>	<b>\$11,000.00</b>

---

**REMITTANCE ADVICE:**

Please Pay the **Total Grant Amount** by EFT to the following Bank SA account:

Irish Australian Association Inc  
BSB: 105-900  
A/c No: 953 185 740

Released by DIBP under the  
Freedom of Information Act 1982



A.B.N. 45 128 715 453

## Tax Invoice

Invoice No: 00012947

Date: 4/09/2013

PO BOX 333  
WEST PENNANT HILLS NSW 2125

Telephone: 02 9629 6666

Fax: 02 9629 6699

Email: info@iof.com.au

Mobile: 0402 000 777

Website: www.iof.com.au

### Bill To:

Irish Australian Association  
11-13 Carrington Street  
Adelaide SA 5000

Phone: 08 8271 0330

Fax: N / A

Contact: s. 47F(1)

### Ship To:

Irish Australian Association  
11-13 Carrington Street  
Adelaide SA 5000

ATT: s. 47F(1)  
Ph: 08 8271 0330 / s. 47F(1)

### PURCHASE ORDER:

SALESPERSON: Joanna Daood

### COMMENTS:

DELIVERY AS SOON AS POSSIBLE

### PAYMENT TERMS :

C.O.D.

Ordered	Product No/Description/Options	Price	Value
200	Heavy Duty Commercial Use ZOL-01 Sled Base Stacker Chair With Heavy Duty Designer Chrome Frame With Re-Enforced Bar Across The Front For Extra Durability, Commercial Grade Moulded Plastic Seat & Back For Extra Comfort. With Commercial Grade Warranty	\$51.00	\$10,200.00
6	Trolley / Stacker Finished in Black on Heavy Duty Castors With Commercial Grade Warranty.	\$150.00	\$900.00
-6	SUPPLIED FREE OF CHARGE: Trolley / Stacker Approved By Joanna Daood	\$150.00	-\$900.00
24	Cyber Bar Stools With 4 Point Base / Frame Finished in Designer Chrome & Seat Upholstered in Black With Commercial Grade Warranty	\$90.00	\$2,160.00

Please note our terms and conditions require settlement in full within the period stated on the invoice. Should settlement not occur within the stated period, a 10% late payment fee will apply. **All cheques to be made out to Ideal Office Furniture Pty Ltd** or electronic funds transfer (EFT) to the account number in the bottom left hand corner of this invoice. This transaction does not represent, and in no way implies a partnership, joint venture or other commercial relationship between the vendor and Ideal Office Furniture. Ideal Office Furniture acts as an information source and does not warrant, and shall have no liability whatsoever in respect of any information disclosed by it pursuant to this transaction. In no event shall Ideal Office Furniture be liable to the vendor or the purchaser for any indirect, incidental and / or consequential damages resulting from a breach of the agreement between the vendor and the purchaser, including without limitation lost business, lost savings, and lost profits even if the breaching party has been advised of the possibility of the occurrence of such damages. All items shown on this invoice remain the property of Ideal Office Furniture Pty Ltd until such time that this invoice is paid for in full. For full terms and agreement of sale go to [www.iof.com.au](http://www.iof.com.au)

SALE AMT  
DEL / INSTALL  
GST  
TOTAL AMT  
PAID TODAY  
BALANCE

EFT: Ideal Office Furniture Pty Ltd  
BSB : 032 000 A/C # : 245 565

Released by DIBP under the  
Freedom of Information Act 1982





## Tax Invoice

A.B.N. 45 128 715 453

PO BOX 333  
WEST PENNANT HILLS NSW 2125

Invoice No: 00012947  
Date: 4/09/2013

Telephone: 02 9629 6666  
Fax: 02 9629 6699  
Email: info@iof.com.au  
Mobile: 0402 000 777  
Website: www.iof.com.au

### Bill To:

Irish Australian Association  
11-13 Carrington Street  
Adelaide SA 5000

Phone: 08 8271 0330  
Fax: N / A  
Contact: s. 47F(1)

### Ship To:

Irish Australian Association  
11-13 Carrington Street  
Adelaide SA 5000

ATT: s. 47F(1)  
Ph: 08 8271 0330 / s. 47F(1)

### PURCHASE ORDER:

SALESPERSON: Joanna Daood

### COMMENTS:

PAYMENT TERMS : C.O.D.  
DELIVERY AS SOON AS POSSIBLE

Ordered	Product No/Description/Options	Price	Value
-24	Returned: Cyber Bar Stools With 4 Point Base / Frame Finished in Designer Chrome & Seat Upholstered in Black With	\$90.00	-\$2,160.00
1	Charge to Pick Up Stools & Return to Factory  Special Notes: <ul style="list-style-type: none"><li>- Upgrade at No Charge Approved By Joanna Daood</li><li>- All Discounts Approved By Joanna Daood</li><li>- Delivery Discount Approved By Joanna Daood</li></ul>	\$100.00	\$100.00

Please note our terms and conditions require settlement in full within the period stated on the invoice. Should settlement not occur within the stated period, a 10% late payment fee will apply. **All cheques to be made out to Ideal Office Furniture Pty Ltd** or electronic funds transfer (EFT) to the account number in the bottom left hand corner of this invoice. This transaction does not represent, and in no way implies a partnership, joint venture or other commercial relationship between the vendor and Ideal Office Furniture. Ideal Office Furniture acts as an information source and does not warrant, and shall have no liability whatsoever in respect of any information disclosed by it pursuant to this transaction. In no event shall Ideal Office Furniture be liable to the vendor or the purchaser for any indirect, incidental and / or consequential damages resulting from a breach of the agreement between the vendor and the purchaser, including without limitation lost business, lost savings, and lost profits even if the breaching party has been advised of the possibility of the occurrence of such damages. All items shown on this invoice remain the property of Ideal Office Furniture Pty Ltd until such time that this invoice is paid for in full. For full terms and agreement of sale go to www.iof.com.au

EFT: Ideal Office Furniture Pty Ltd  
BSB : 032 000 A/C # : 245 565

SALE AMT	\$10,300.00
DEL / INSTALL	\$250.00
GST	\$1,055.00
TOTAL AMT	\$11,605.00
PAID TODAY	\$6,935.50
BALANCE	\$4,669.50

Released under the  
Freedom of Information Act 1982



## Quote

A.B.N. 45 128 715 453

PO BOX 333  
WEST PENNANT HILLS NSW 2125

Invoice No: 00013131  
Date: 23/09/2013

Telephone: 02 9629 6666  
Fax: 02 9629 6699  
Email: info@iof.com.au  
Mobile: 0402 000 777  
Website: www.iof.com.au

### Bill To:

Irish Australian Association  
11-13 Carrington Street  
Adelaide SA 5000

Phone: 08 8271 0330

Fax: N / A

Contact: s. 47F(1)

### Ship To:

Irish Australian Association  
11-13 Carrington Street  
Adelaide SA 5000

ATT: s. 47F(1)  
Ph: 08 8271 0330 / s. 47F(1)

### PURCHASE ORDER:

SALESPERSON: Joanna Daood

COMMENTS: 10-15 Working Days Manufacturing Time

### PAYMENT TERMS : C.O.D.

Ordered	Product No/Description/Options	Price	Value
20	Saturn Bar Stool With Black Frame & Black Seat (Fixed Seat) 690mm High With Commercial Grade Warranty.	\$199.00	\$3,980.00
-20	Discount Per Bar Stool Approved By Joanna Daood	\$44.00	-\$880.00
1	NO CHARGE DELIVERY APPROVED BY JOANNA DAOOD FOR ORDER OF 20+ STOOLS		

Please note our terms and conditions require settlement in full within the period stated on the invoice. Should settlement not occur within the stated period, a 10% late payment fee will apply. **All cheques to be made out to Ideal Office Furniture Pty Ltd** or electronic funds transfer (EFT) to the account number in the bottom left hand corner of this invoice. This transaction does not represent, and in no way implies a partnership, joint venture or other commercial relationship between the vendor and Ideal Office Furniture. Ideal Office Furniture acts as an information source and does not warrant, and shall have no liability whatsoever in respect of any information disclosed by it pursuant to this transaction. In no event shall Ideal Office Furniture be liable to the vendor or the purchaser for any indirect, incidental and / or consequential damages resulting from a breach of the agreement between the vendor and the purchaser, including without limitation lost business, lost savings, and lost profits even if the breaching party has been advised of the possibility of the occurrence of such damages. All items shown on this invoice remain the property of Ideal Office Furniture Pty Ltd until such time that this invoice is paid for in full. For full terms and agreement of sale go to [www.iof.com.au](http://www.iof.com.au)

EFT: Ideal Office Furniture Pty Ltd  
BSB : 032 000 A/C # : 245 565

SALE AMT	\$3,100.00
DEL / INSTALL	\$0.00
GST	\$310.00
TOTAL AMT	\$3,410.00
PAID TODAY	\$0.00
BALANCE	\$3,410.00

Released under the  
Freedom of Information Act 1982



**Australian Government**  
**Department of Immigration**  
**and Citizenship**

# Request for financial institution details

14

Form

1342

To be completed by DIAC Officer who is sending document out

DIAC contact officer

Section

Postal address

POSTCODE

Fax number  (AREA CODE )

Are you a company, government department or government business, partnership, trust, non-profit organisation, sole trader or incorporated body?

No ☐ Go to Part B

Yes ☐ Go to Part A

## Part A – For all businesses

Legal entity name

IRISH AUSTRALIAN ASSOCIATION INC.

Physical address

13-15 CARRINGTON ST  
 ADELAIDE  
 SA POSTCODE 5000

Postal address (If the same as physical address, write 'AS ABOVE')

POSTCODE

Telephone number  (AREA CODE 08) 8212 3767

Fax number  (AREA CODE )

E-mail address  s. 47F(1)

Internet/Website address

irishclub.org.au

### Group

Business ☐

Federal government department ☐

Other federal government  
eg. statutory authorities or business enterprises ☐

State government ☐

Local government ☐

Non-profit organisation ☐

### Employees

Vendor employs 20 or less people ☐

Vendor employs more than 20 people ☐

### Accounts contact officer

Full name

s. 47F(1)

Telephone  
number

(AREA CODE ) s. 47F(1)

### Sales contact

Full name

AS ABOVE

Telephone  
number

(AREA CODE )

Fax number

(AREA CODE )

Do you have the facility to receive purchase orders electronically?

No ☐

Yes ☒

### Organisation details

Is your organisation part of a larger group?

No ☒

Yes ☐ Provide details of the parent organisation/head office

Name

Address

POSTCODE

Continued on the next page

**GST details**

Have you or do you intend to obtain an Australian Business Number (ABN)?

No ☐

Yes ☒ ABN (if known)

31 065 157 476

Do you intend or have you registered for GST?

No ☐

Yes ☒

**Payments**

The payments should go directly to:

you (the applicant) ☒ Go to Part C

a central accounting area ☐ Go to Part D (a separate form with all details is required for the parent organisation/head office)

**Part B – For individuals who do not operate as a business, part of a trust or as sole trader**

Preferred title Mr ☐ Mrs ☐ Miss ☐ Ms ☐

Other

Full name

Family name

Given name

Physical/Home address

POSTCODE

Postal address (If the same as physical/home address, write 'AS ABOVE')

POSTCODE

Telephone number (AREA CODE )

Fax number (AREA CODE )

E-mail address

**Part C – This section must be completed unless payments are to be directed elsewhere**

**Bank details**

BSB number 1 0 5 - 9 0 0

Account number 9 5 3 1 8 5 7 4 0

Bank account name IRISH AUSTRALIAN ASSOCIATION/xx

Bank name BANK SA

Branch/Suburb or town KING WILLIAM ST. ADELAIDE

**Remittance advice**

**Note:** If relevant box is not ticked you will not receive a remittance advice.

I wish to receive remittance advice ☒

I don't require a remittance advice ☐

**Part D – This section must be completed**

**Declaration** – this form must be signed by the person providing the information or by an officer of your company who is authorised to do so.

I have supplied the details and declare them to be true and correct.

**Signature of person providing the details**

s. 47F(1)

Date

27/9/13

Name of person providing the details

s. 47F(1)

Title/Position in company

GRANTS Co-ordinator

**Office use only**

**Entered by (signature)**

Date

/ /

**Checked by (signature)**

Date

/ /

Previous number

New number – vendor

Released by DIBP under the Freedom of Information Act 1982



Received in  
28 NOV 2013

21 November 2013

Scott Morrison MP  
Minister for Immigration and Border Protection  
Parliament House  
CANBERRA ACT 2600

Dear Mr Morrison

### **BUILDING MULTICULTURAL COMMUNITIES PROGRAM**

I am seeking your assistance by endorsing the successful application from the Malanda Theatre Company (MTC) for a project to upgrade the Majestic Theatre through the Building Multicultural Communities Program.

On 5 August 2013, the MTC received acknowledgement of a successful funding outcome through this program, providing an investment from the Australian Government of \$150,000 in our region.

This project will provide an upgrade and extension to the iconic heritage listed Majestic Theatre, improving the functionality of the venue for all users and enabling touring production companies to perform.

It has been brought to my attention that this funding program may not be honoured by the Coalition and I therefore ask that you help advocate for the implementation of this funding commitment.

The MTC received confirmation that the funding agreement would be executed by the Department in mid October, and were advised that works could commence on the project. A contract has been signed with a builder to undertake the works based on the information provided by the Department.

This project is a great example of collaborative partnerships to achieve improved community infrastructure with the Malanda Theatre Company and Council contributing \$100,000 each to this project. The \$150,000 grant through the Building Multicultural Communities program is required to make this project a reality.

As a region recognised as having socio-economic disadvantage, with a large area to maintain and a relatively low rate payer base, funding is crucial to bring community driven projects to fruition. The MTC have spent many years fundraising for this project and are keen to commence works prior to the wet season.

I appreciate your assistance with this matter and would like to take this opportunity to congratulate you on your appointment as Minister for Immigration and Border Protection.

Yours faithfully

**ROSA LEE LONG  
MAYOR**

Enc: Letter of offer from Senator Kate Lundy

**Atherton Service Centre**  
PO Box 573, Atherton QLD 4883  
Telephone: 1300 362 242

**Corporate and Community Services**  
**Nicole van Beuningen**  
Title: Grants Office

<input type="checkbox"/> Telephone (07) 4091 4300 <input type="checkbox"/> Facsimile (07) 4091 4300 <input checked="" type="checkbox"/> Email - 14 days strcgrants@tre.qld.gov.au <input checked="" type="checkbox"/> Priority C - 28 days <input type="checkbox"/> Priority B - Intervention <input type="checkbox"/> File Ref: GRE-LOS <input type="checkbox"/> Your Ref: 27 NOV 2013 <input type="checkbox"/> Non FORTS		<input type="checkbox"/> Reply by Min. Immi. <input type="checkbox"/> Reply by Asst Min. <input type="checkbox"/> Reply by CoS <input type="checkbox"/> Reply by Sen. Adviser
RECEIVED 27 NOV 2013		Reply by Dept <input type="checkbox"/> FAS <input type="checkbox"/> AS <input type="checkbox"/> EL 2 <input type="checkbox"/> State/Territory
Action Area Referrals		

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SENATOR THE HON KATE LUNDY

MINISTER FOR MULTICULTURAL AFFAIRS  
MINISTER ASSISTING FOR INNOVATION & INDUSTRY  
MINISTER ASSISTING FOR THE DIGITAL ECONOMY  
SENATOR FOR THE A.C.T

Mrs Grace Chapman  
President  
Malanda Theatre Co. Inc  
PO Box 147  
MALANDA QLD 4885

Dear Mrs Chapman

**Building Multicultural Communities Program - Letter of Offer**

Congratulations! Your application for the capital works and fixed infrastructure project under Stream Two of the Building Multicultural Communities Program has been approved. I am now writing to you to offer Malanda Theatre Co. Inc the amount of \$150 000 (GST exclusive).

This offer is subject to your organisation's acceptance of the terms and conditions included in the Funding Agreement with the Department. A representative from the Department will contact you to discuss the project in further detail.

Please contact David Turner on 1800 453 004 or at [bmcp.info@immi.gov.au](mailto:bmcp.info@immi.gov.au) if you have any questions.

I would also like to take this opportunity to extend my personal congratulations to you for being one of the successful applicants to be awarded funding under the Building Multicultural Communities Program for 2013-14. We appreciate your work to promote and foster social inclusion, and a sense of belonging for all Australians.

Yours sincerely

  
Kate Lundy

5 AUG 2013

Telephone: (02) 6277 7977 • Parliament House, Canberra A.C.T 2600 • Facsimile: (02) 6273 7112

s. 22(1)(a)(ii)

**From:** MPSS Referrals <mpssreferrals@dss.gov.au>  
**Sent:** Friday, 13 December 2013 2:15 PM  
**To:** Ministerial Helpdesk  
**Subject:** RE: Possible referral from DIBP - Long - 1312/00097 [DLM=For-Official-Use-Only]

DSS will accept carriage of this correspondence.  
 Hard copy not required.

Many thanks

s. 22(1)(a)(ii)

**Ministerial and Cabinet Business**  
 Ministerial, Parliamentary and Executive Branch  
 Department of Social Services

s. 22(1)(a)(ii)

DSS acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.

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**From:** s. 22(1)(a)(ii) **On Behalf Of** Ministerial Helpdesk  
**Sent:** Friday, 13 December 2013 12:49 PM  
**To:** MPSS Referrals  
**Subject:** Possible referral from DIBP - Long - 1312/00097 [DLM=For-Official-Use-Only]

For-Official-Use-Only

Good afternoon,

We have received the attached ministerial, however the line area has suggested it may be for your department. Could you please take a look and advise if you are able to accept?

If you are accepting, please advise if you require the hard copy to be sent. If a response is not received in 5 business days, we will take this as tacit approval and forward this item for your action.

Kind Regards

s. 22(1)

Ministerial Helpdesk  
 Ministerial, Executive and External Accountability Branch

If you have any enquiries regarding this email please respond to the Ministerial Helpdesk Mailbox or Phone: [REDACTED]

**Please ensure that replies to this email are sent to the Ministerial Helpdesk.**

Released by DIBP under the  
 Freedom of Information Act 1982

For-Official-Use-Only

-----  
Important Notice: If you have received this email by mistake, please advise the sender and delete the message and attachments immediately. This email, including attachments, may contain confidential, sensitive, legally privileged and/or copyright information. Any review, retransmission, dissemination or other use of this information by persons or entities other than the intended recipient is prohibited. DIBP respects your privacy and has obligations under the Privacy Act 1988. The official departmental privacy policy can be viewed on the department's website at [www.immi.gov.au](http://www.immi.gov.au). See: <http://www.immi.gov.au/functional/privacy.htm>  
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Released by DIBP under the  
Freedom of Information Act 1982



s. 22(1)(a)(ii)

**From:** MPSS Referrals <mpssreferrals@dss.gov.au>  
**Sent:** Monday, 9 December 2013 2:22 PM  
**To:** Ministerial Helpdesk  
**Subject:** FW: Call from Tony Zappia's Office re BMCP [DLM=Sensitive]  
**Attachments:** 1353B87.pdf; 1353901.pdf

Good Afternoon

I have just received the attached email.

FYI – DSS have taking ownership of the attached correspondence.

Regards

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

**Ministerial and Cabinet Business**  
 Ministerial, Parliamentary and Executive Branch  
 Department of Social Services

s. 22(1)(a)(ii)

DSS acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.

**From:** MINCORR  
**Sent:** Monday, 9 December 2013 8:00 AM  
**To:** MPSS Referrals  
**Subject:** FW: Call from Tony Zappia's Office re BMCP [DLM=Sensitive]

**From:** s. 22(1)(a)(ii)  
**Sent:** Monday, 9 December 2013 7:33 AM  
**To:** DLO  
**Cc:** s. 22(1)(a)(ii)  
**Subject:** RE: Call from Tony Zappia's Office re BMCP [DLM=Sensitive]

Morning,

Thanks so much for this Sally.

**Mincorr** - These ones are definitely DSS. Grateful if you could liaise with DIBP to have them transferred over. I have printed these for actioning by DSS, but am unclear of what the formal process is.

Kind regards,

s. 22(1)(a)

s. 22(1)(a)(ii)

Departmental Liaison Officer

**Office of Senator the Hon Concetta Fierravanti-Wells**

*Parliamentary Secretary to the Minister for Social Services*

*Liberal Senator for New South Wales*

Australian Senate, Parliament House, CANBERRA ACT 2600

s. 22(1)(a)(ii)

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**From:** s. 22(1)(a)(ii)  
**Sent:** Sunday, 8 December 2013 1:48 PM  
**To:** s. 22(1)(a)(ii)  
**Cc:** s. 22(1)(a)(ii)  
**Subject:** RE: Call from Tony Zappia's Office re BMCP [DLM=Sensitive]

**Sensitive**

Hi s. 22(1)(a)

I found a couple of relevant docs- see attached. The first one was referred to DSS for action. The second one looks as though it has been referred to branch. s. 22(1)(a)(ii) - are you able to clarify what's going on with this one (1311/01441)? This falls within the social services portfolio and so shouldn't be actioned by immigration, but I'm not sure how the MoG changes have affected ExecCorro...

Kind regards,

s. 22(1)(a)(ii)  
 Departmental Liaison Officer  
 Office of the Minister for Immigration and Border Protection  
 Suite M1.19, Parliament House, Canberra

s. 22(1)(a)(ii)

**Sensitive**

---

**From:** s. 22(1)(a)(ii)  
**Sent:** Friday, 6 December 2013 11:14 AM  
**To:** DLO  
**Subject:** FW: Call from Tony Zappia's Office re BMCP [DLM=Sensitive]

Hi Ladies,

Nice to catch up this morning.

Greatly appreciate if you could advise if you have received any correspondence from s. 22(1)(a)(ii) regarding a BMCP grant. Please see further context below.

Kind regards,

s. 22(1)(a)

s. 22(1)(a)(ii)  
 Departmental Liaison Officer

**Office of Senator the Hon Concetta Fierravanti-Wells**  
*Parliamentary Secretary to the Minister for Social Services*

*Liberal Senator for New South Wales*

Australian Senate, Parliament House, CANBERRA ACT 2600

s. 22(1)(a)(ii)

**From:** s. 22(1)(a)(ii)

**Sent:** Thursday, 5 December 2013 4:42 PM

**To:** s. 22(1)(a)(ii)

**Subject:** Call from Tony Zappia's Office re BMCP [DLM=Sensitive]

I received a call from Deb in Tony Zappia's office (08 8265 3100) in relation to the BMCP.

She was at a forum with s. 22(1)(a)(ii) has apparently made enquiries to Minister Morrison's office regarding the Modbury Uniting Church grant who advised that they had referred it to the Minister. Apparently it was for \$60,000.

The grant doesn't fall within Zappia's responsibilities / electorate. It is actually as below:

13	SA	ADELAIDE	Adelaide	Kate Ellis (ALP)	UNITING CHURCH IN AUSTRALIA PROPERTY TRUST (S.A.), THE#	MODBURY UNITING CHURCH	HIGHLY RECOMMENDED	\$975	RECOMM
----	----	----------	----------	------------------	--	------------------------------	-----------------------	-------	--------

**Could you please check with Kris / Morrison's office that the email / enquiries have been sent through to the Department for collation in their file?**

I advised her to tell Wendy that she had referred the matter to our office and that it would be considered.

Thanks

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

**Adviser**

**Office of Senator the Hon Concetta Fierravanti-Wells**

*Parliamentary Secretary to the Minister for Social Services*

*Liberal Senator for New South Wales*

Australian Senate, Parliament House, CANBERRA ACT 2600

s. 22(1)(a)(ii)

*Follow Connie:*



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This document may contain 'personal identifiers' and 'personal information' as defined under the Migration Act 1958 or Australian Citizenship Act 2007, and can only be used for purposes under these Acts.

s. 22(1)(a)(ii)

**From:** s. 22(1)(a)(ii)  
**Sent:** Friday, 15 November 2013 1:07 PM  
**To:** Minister's Mailbox  
**Subject:** Building Multicultural Communities Grant - status

Dear Minister,

s. 47F(1) from Modbury Uniting Church has telephoned Mr Tony Zappia MP Office regarding *Building Multicultural Communities Grants* which his church submitted an application for earlier this year.

His church is enquiring as to the status of the grant program and if the successful recipients have been chosen, and if not, when is it likely that they will be notified if they have been successful.

They have applied for a grant of approx. \$60,000.

Regards,

s. 22(1)(a)(ii)

**Office of Tony Zappia MP**

Federal Member for Makin

s. 22(1)(a)(ii)

Location: 959 North East Road Modbury SA 5092

s. 22(1)(a)(ii)

Disclaimer: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender immediately and note that its contents may be legally privileged and their disclosure through any means or form is prohibited.

Received in Department

19 NOV 2013

Dept of Immigration		Border Protection	
<input type="checkbox"/> Priority A - 7 days	<input type="checkbox"/> Reply by Min. Immi.	<input type="checkbox"/> Reply by Min. Immi.	<input type="checkbox"/> Reply by Asst Min.
<input type="checkbox"/> Priority B - 14 days	<input type="checkbox"/> Reply by CoS	<input type="checkbox"/> Reply by CoS	<input type="checkbox"/> Reply by Sen. Adviser
<input checked="" type="checkbox"/> Priority C - 28 days	<input type="checkbox"/> Priority D - Intervention	<input type="checkbox"/> Priority D - Intervention	<input type="checkbox"/> Priority D - Intervention
<input type="checkbox"/> Priority E - No Response	<input type="checkbox"/> Non Portfolio	<input type="checkbox"/> Non Portfolio	<input type="checkbox"/> Non Portfolio
RECEIVED		19 NOV 2013	
Action Area		Reply by Dept	
		<input type="checkbox"/> FAS	
		<input type="checkbox"/> AS	
		<input type="checkbox"/> EL 2	
		<input type="checkbox"/> State/Territory	

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Freedom of Information Act 1982

212 Loftus St,  
North Perth  
Western Australia 6006

18<sup>th</sup> September 2013

Dear Hon Kate Lundy,

<input type="checkbox"/> Priority A - 7 days (or .../.../...)	<input type="checkbox"/> Reply by Min. Immi.
<input checked="" type="checkbox"/> Priority B - 14 days	<input type="checkbox"/> Reply by Min. Multi.
<input type="checkbox"/> Priority C - 28 days	<input type="checkbox"/> Reply by Parl. Sec.
<input type="checkbox"/> Priority D - Intervention	<input type="checkbox"/> Reply by CoS
<input type="checkbox"/> Info / NFA	<input type="checkbox"/> Reply by Sen Adviser
<input type="checkbox"/> Non Port	

RECEIVED 24 SEP 2013

Action Area  
SM PROA

<input checked="" type="checkbox"/> Reply by Dept
<input type="checkbox"/> FAS
<input type="checkbox"/> AS
<input type="checkbox"/> EL 2
<input type="checkbox"/> State / Territory

**RE: Acceptance of Building Multicultural Communities Grant for Perth Outrigger Canoe Club**

On behalf of the Perth Outrigger Canoe Club, I'd like to express our deepest appreciation for supporting the purchase of a new canoe for our club. There is much excitement among our club members!

Please find attached all the requested documents, including the signed and witnessed agreement, tax invoice and proof of purchase and our financial institution details.

If you require any further information, please do not hesitate to contact me on  
s. 47F(1)

Kind Regards,

s. 47F(1)

Received in Department

24 SEP 2013

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Freedom of Information Act 1982

**MOANA NUI Ltd.**  
 PO Box 403069 Ngunguru ~ New Zealand  
 Cell Ph 0274 592 841 ~ Hm/Off Ph 649) 4344 196 ~ Fax (649) 4343 955  
 Email [moana.nui@xtra.co.nz](mailto:moana.nui@xtra.co.nz) Website [www.moananui.co.nz](http://www.moananui.co.nz)

## Tax Invoice

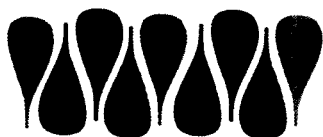
GST Number - 68 126 983

Attention:	Saju Abraham	Project Title:	W6 purchase
Title:		Project Description:	
Company Name:	Perth Outrigger	P.O. Number:	
Address:		Invoice Number:	20092013
City, State Zip Code:		Term:	
Date:	20 th sept 2013		

Description	Quantity	Unit Price	Cost
Mahimahi with extras	1	\$15,233.00	\$15,233.00
Crating and cartage to Auckland	1	\$1,587.00	\$1,587.00
			\$0.00
			\$0.00
			\$0.00
	Total		\$16,820.00
Minus GST		Total	\$14,626.00
Deposit paid 16/0/13	-1		\$4,362.50
Balance to pay			NZ\$10,263.50

**Please pay by Direct Credit to BNZ 02-0492-0082611-000 Whangarei Branch,  
 Moana Nui account. Please pay on completion and before delivery.**

Thank You we appreciate your business!



## INVOICE

[www.perthoutriggers.com.au](http://www.perthoutriggers.com.au)

50 Clarkson Rd, Maylands  
Western Australia 6051

ABN 86747463120

16th September 2013

To:

**Department of Immigration**  
\$10,000 Grant to purchase a Mahi Mahi Canoe

TOTAL= \$10,000 (not registered for GST)

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**Australian Government**  
**Department of Immigration**  
**and Citizenship**

# Request for financial institution details

4
Form
<b>1342</b>

To be completed by DIAC Officer who is sending document out

DIAC contact officer

Section

Postal address

<input type="text"/>
<input type="text"/>
<input type="text"/>

Fax number  (AREA CODE )

Are you a company, government department or government business, partnership, trust, non-profit organisation, sole trader or incorporated body?

No ☐ Go to Part B

Yes ☒ Go to Part A

## Part A – For all businesses

Legal entity name

Cottesloe Swallowbourne Outrigger canoe club.
--

Physical address

50 Clarkson Rd.
Maylands Western Australia.
POSTCODE 6051

Postal address (If the same as physical address, write 'AS ABOVE')  
s. 47F(1)

s. 47F(1)
-----------

Telephone number  (AREA CODE )

Fax number  (AREA CODE )

E-mail address  Sajumabraham@gmail.com

Internet/Website address

www.perthoutriggers.com.au.
-----------------------------

### Group

Business ☐

Federal government department ☐

Other federal government  
eg. statutory authorities or business enterprises ☐

State government ☐

Local government ☐

Non-profit organisation ☐

### Employees

Vendor employs 20 or less people ☐

Vendor employs more than 20 people ☐

### Accounts contact officer

Full name

s. 47F(1)

### Sales contact

Full name

N/A
-----

Telephone number  (AREA CODE )

Fax number  (AREA CODE )

Do you have the facility to receive purchase orders electronically?

No ☐

Yes ☒

### Organisation details

Is your organisation part of a larger group?

No ☒

Yes ☐ Provide details of the parent organisation/head office

Name

--

Address

<input type="text"/>
<input type="text"/>
<input type="text"/>

POSTCODE

Continued on the next page

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### GST details

Have you or do you intend to obtain an Australian Business Number (ABN)?

No ☐

Yes ☒ ABN (if known)

86 747 463 120.

Do you intend or have you registered for GST?

No ☒

Yes ☐

### Payments

The payments should go directly to:

you (the applicant) ☒ Go to Part C

a central accounting area ☐ Go to Part D (a separate form with all details is required for the parent organisation/head office)

### Part B – For individuals who do not operate as a business, part of a trust or as sole trader

Preferred title Mr ☐ Mrs ☐ Miss ☐ Ms ☐

Other

Full name

Family name

Given name

Physical/Home address

<input type="text"/>
<input type="text"/>
<input type="text"/>
POSTCODE

Postal address (If the same as physical/home address, write 'AS ABOVE')

<input type="text"/>
<input type="text"/>
<input type="text"/>
POSTCODE

Telephone number

(AREA CODE )

Fax number

(AREA CODE )

E-mail address

### Part C – This section must be completed unless payments are to be directed elsewhere

#### Bank details

BSB number 306 - 047

Account number 025197 - 8

Bank account name Cottedoe - Swanbourne Outrigger canoe club.

Bank name Bankwest.

Branch/Suburb or town Perth.

#### Remittance advice

**Note:** If relevant box is not ticked you will not receive a remittance advice.

I wish to receive remittance advice ☒

I don't require a remittance advice ☐

### Part D – This section must be completed

**Declaration** – this form must be signed by the person providing the information or by an officer of your company who is authorised to do so.

I have supplied the details and declare them to be true and correct.

Signature of person providing the details

s. 47F(1)

Date

15/9/2013.

Name of person providing the details

s. 47F(1)

Title/Position in company

#### Office use only

Entered by (signature)

Date

Checked by (signature)

Date

Previous number

New number – vendor

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# Building Multicultural Communities Program

## Grant Agreement

### Parties to the Agreement

#### The Grantee

Full legal name of Grantee	Cottesloe-Swanbourne Outrigger Canoe Club
Legal identity (e.g. individual, incorporated association, company, partnership etc)	Incorporated Organisation
Trading or business name	Perth Outrigger Canoe Club
Incorporation Number, Australian Company Number (ACN) or other entity identifiers	No
Australian Business Number (ABN)	86 747 463 120
Registered with the ACNC?	No
Registered for GST?	No
Date from which GST registration was effective?	N/A
Registered office (physical/postal)	50 Clarkson Road MAYLANDS WA 6051 s. 47F(1)
Relevant business place (if different)	50 Clarkson Road MAYLANDS WA 6051
Telephone	s. 47F(1)
Fax	N/A
Email	s. 47F(1)

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Immigration and Citizenship.

6 Chan Street, Belconnen ACT 2617

ABN 33 380 054 835

#### **Background**

The Commonwealth has agreed to provide the Grant to the Grantee for the purpose of assisting the Grantee to undertake the Activity.

The Grantee agrees to use the Grant and undertake the Activity in accordance with this Agreement.

### **Scope of this Agreement**

This Agreement comprises:

- (a) the Supplementary Terms (if any)
- (b) the General Grant Conditions at the time of entering into this Agreement (attached at Schedule 1)
- (c) this document including the Grant Details; and
- (d) any other document referenced or incorporated in the Grant Details.

If there is any ambiguity or inconsistency between the documents comprising this Agreement, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

The Agreement represents the Parties' entire agreement in relation to the Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

### **Grant Details**

#### **A. Purpose of the Grant**

The purpose of the Grant is to improve infrastructure that will enhance social inclusion and create meeting places that provide opportunities to bring together individuals and families in the community.

The Grant aims to empower communities to embrace the benefits of multiculturalism and maintain cohesive and socially inclusive neighbourhoods. The enhanced infrastructure will provide an opportunity for Australians of all backgrounds to come together for activities, programs and community events, while promoting a sense of belonging for Australians of every race, culture and religion.

The Grant is being provided as part of the Building Multicultural Communities Program.

#### **B. Activity**

The project is to increase membership and community engagement, as well as enhance service provision to the Perth community. The project involves the purchase of equipment as specified in the budget table at F2.1.

#### **C. Duration of the Activity**

The Activity starts on the date on which this Agreement is executed by the Commonwealth and ends on 30 June 2014, the Completion Date.

#### **D. Payment of Grant**

The total amount of the Grant is \$10,000.00 (GST exclusive).

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee solely controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.

### Invoicing

The Grant will be paid to the Grantee by the Commonwealth, following submission by the Grantee to the Commonwealth of the following documents:

- (a) the signed and witnessed Agreement including the initialled pages of the Agreement; and
- (b) a correctly rendered tax invoice and proof of purchase.

To be a correctly rendered tax invoice, the invoice must:

- (a) be issued by the Grantee; and
- (b) contain sufficient information to enable the following to be clearly identified:
  - (i) the Grantee's identity and ABN;
  - (ii) a brief description of the Activity relating to the Grant amount;
  - (iii) the extent to which the Grant is taxable – this can be shown separately or, if the GST to be paid is exactly one-eleventh of the total price, as a statement such as 'total price includes GST';
  - (iv) the date the invoice is issued;
  - (v) the amount of GST (if any) payable; and
  - (vi) that the document is intended to be a tax invoice.

If the Grantee is registered for GST, the Grantee must issue the Commonwealth with a tax invoice in accordance with *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

### E. Party Representatives and Address for Notices

#### Grantee's representative and address

Grantee's representative name	s. 47F(1)
Position	Fundraising Coordinator
Postal/physical address(es)	50 Clarkson Road MAYLANDS WA 6051
Business hours telephone	s. 47F(1)
Mobile	s. 47F(1)
Fax	N/A
E-mail	s. 47F(1)

#### Commonwealth representative and address

Name of representative	s. 22(1)(a)(ii)
------------------------	-----------------

Position	Assistant Director
Postal/physical address(es)	5 Chan Street, Belconnen ACT 2617 PO Box 25, Belconnen ACT 2616
Business hours telephone	s. 22(1)(a)(ii)
E-mail	

The Parties' representatives will be responsible for liaison and the day to day management of this Grant, as well as accepting and issuing any written notices in relation to the Grant.

## **F. Supplementary Terms**

### **F1. Other Contributions**

Not Applicable

### **F2. Activity budget**

F2.1 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistent with the following budget:

<b>Budget</b>					
<b>Expenditure Item</b>	<b>Description</b>	<b>Grant Contributions</b>	<b>Grantee Contributions</b>	<b>Other Contributions</b>	<b>Total Cost</b>
1 x	Mahi canoe	\$10,000.00	\$3,426.09	\$0.00	\$13,426.09
<b>Total</b>		<b>\$10,000.00</b>	<b>\$3,426.09</b>	<b>\$0.00</b>	<b>\$13,426.09</b>

### **F3. Record keeping**

F3.1 The Grantee agrees to maintain the following records:

- (a) identify the receipt and expenditure of the Grant and any Other Contributions separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (b) 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; and

F3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

F3.3 Term F3 survives the termination, cancellation or expiry of the Agreement.

### **F4. Audit**

Not Applicable

### **F5. Activity Material**

F5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

F5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

F5.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.

F5.4 Term F5 survives the termination, cancellation or expiry of the Agreement.

#### **F6. Access**

F6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

F6.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause F6.1.

F6.3 Term F6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

#### **F7. Equipment and assets**

Not Applicable

#### **F8. Relevant qualifications or skills**

Not Applicable

#### **F9. Activity specific legislation, policies and industry standards**

F9.1 The Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- (a) Crimes Act 1914 (Cth);
- (b) Racial Discrimination Act 1975 (Cth);
- (c) Sex Discrimination Act 1984 (Cth);
- (d) Disability Discrimination Act 1992 (Cth);
- (e) Equal Opportunity for Women in the Workplace Act 1999 (Cth);
- (f) Work Health and Safety Act 2011 (Cth); and
- (g) relevant State or Territory laws relating to working with minors under the age of 18 years (children) and the employment of persons working with children.

#### **F10. Commonwealth Material, facilities and assistance**

Not Applicable

#### **F11. Jurisdiction**

F11.1 This Agreement is governed by the law of the Australian Capital Territory, Australia.

**Signatures****Executed as an agreement:**

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Immigration and Citizenship	
Name: (print) Position: (print) Signature and date:	..... ..... .....
Witness Name: (print) Signature and date:	..... .....

**Grantee**

Full legal name of the Grantee:	Cottesloe-Swanbourne Outrigger Canoe Club ABN: 86 747 463 120
Public Officer's Name: (print) Signature and date:	s. 47F(1)
Committee Member/Secretary Name: (print) Signature and date:	

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Freedom of Information Act 1982



## How is the Activity to be undertaken?

### 1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

## How is the relationship governed?

### 2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

### 3. Notices

3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

### 4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

### 5. Subcontracting

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

### 6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement.

### 7. Variation

This Agreement may be varied in writing only, signed by both Parties.

## What conditions apply to payments?

### 8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may withhold any amount of a Grant payment where it reasonably believes the Grantee has not complied with this Agreement.

### 9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

### 10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant.

## How is information to be handled?

### 11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

### 12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Agreement Material.

12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

12.3 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Agreement Material for Commonwealth Purposes.

12.4 The licence in clause 12.3 does not apply to Activity Material.

### 13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which would cause the Commonwealth to be in breach of the *Privacy Act 1988*.

### 14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required by law or Parliament.

## How are risks managed?

### 15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

### 16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

## How are disputes resolved?

### 17. Dispute resolution

17.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

17.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

## How is this Agreement terminated?

### 18. Termination for default

The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) breached this Agreement; or
- (b) provided false or misleading statements in their application for the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

### 19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice due to a change in government policy.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

### 20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

## What are the definitions?

### 21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Material** means any Material, other than Agreement Material, created or developed by the Grantee as a result of the Activity.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.
- **Commonwealth** means the Commonwealth of Australia as represented by the agency specified in the Grant Details and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Agreement Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details.
- **Grantee** means the entity specified in the Grant Details and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.