(a) a crime or offence involving the death of a person;

(b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child;

(c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or

(d) an attempt to commit a crime or offence described in (a) to (c);

Serious Record means a conviction or any finding of guilt regarding a Serious Offence; and

Vulnerable Person means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol drugs or substances or any other reason.

ST 4.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must ensure that the organisation delivering the Activity on behalf of the grantee:

(a) obtains a Police Check for that person;

(b) confirms that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;

(c) complies with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and

(d) ensures that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause ST4.2 remain current for the duration of their involvement in the Activity.

ST 4.3 The Grantee must take reasonable steps to ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:

(a) a Serious Record; or

(b) a Criminal or Court Record and the Grantee or its agent has not conducted a risk assessment and determined that any risk is acceptable.

ST 4.4 In undertaking a risk assessment under clause ST4.3, the Grantee or its agent must have regard to:

(a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;

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(b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;

(c) the length of time that has passed since the person's charge or conviction and his or her record since that time;

(d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;

(e) any other relevant matter,

and must ensure it fully documents the conduct and outcome of the risk assessment.

ST 4.5 The Grantee agrees to notify the Commonwealth of any risk assessment it or its agent conducts under this clause and agrees to provide the Commonwealth with copies of any relevant documentation on request.

ST 4.6 If during the term a person involved in performing work on any part of the Activity involve working or contact with a Vulnerable Person is:

(a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or

(b) convicted of a Serious Offence, the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

5. Child safety

ST 5.1 In this Agreement

Child	means an individual(s) under the age of 18 years and Children has a similar meaning;
Child-Related Personnel	means officers, employees, contractors (including subcontractors), agents and volunteers of the Grantee involved with the Activity who as part of that involvement may interact with Children;
Legislation	means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;
National Principles for Child Safe Organisations	means the National Principles for Child Safe Organisations, as published by the Australian Government (available at: https://childsafety.pmc.gov.au/what-we-do/national-principles-child-safe-organisations);
Relevant Legislation	means Legislation in force in any jurisdiction where any part of the Activity may be carried out;

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Working with Children Check or WWCC	means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

Relevant Checks and Authority

ST 5.2 The Grantee and its agents must:

(a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described;

(b) ensure that Working With Children Checks obtained in accordance with this clause ST5.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity; and

(c) ensure that any subcontract entered into by the Grantee or its agents for the purposes of this Agreement imposes the same obligations in clauses ST5.2(a) and (b) on the subtractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

National Principles for Child Safe Organisations and other action for the safety of Children

ST 5.3 The Grantee agrees in relation to the Activity to:

(a) implement the National Principles for Child Safe Organisations;

(b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;

(c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;

(d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause ST5.3;

(e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:

i. the National Principles for Child Safe Organisations;

ii. the Grantee's risk management strategy required by this clause ST5.3;

iii. Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;

iv. Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and

(f) provide the Commonwealth with an annual statement of compliance with clauses ST5.2 and ST5.3, in such form as may be specified by the Commonwealth; and

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(g) ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses ST5.3(a) to (e) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

ST 5.4 With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause ST5.

ST 5.5 The Grantee agrees to:

(a) notify the Commonwealth of any failure to comply with this clause ST5;

(b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause ST5; and

(c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause ST5.

6. Jurisdiction

ST 6.1 This Agreement is governed by the law of the Australian Capital Territory.

7. Rollover of Surplus and Uncommitted Funds

ST7.1 In this Agreement: Surplus and Uncommitted Funds means surplus and uncommitted funds provided by the Commonwealth through previous grant agreements relating to activities which are the same as or similar to the Activity and which are confirmed by final financial statements provided under the previous grant agreements.

ST7.2 The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.

ST7.3 The Commonwealth may give the Grantee written approval to retain all or part of any Surplus and Uncommitted Funds and treat those funds as part of the Grant provided under, and subject to, this Agreement. The Commonwealth may give such approval subject to conditions.

ST7.4 The Grantee agrees to acquit in the Reporting Material any Surplus and Uncommitted Funds that are retained and used to deliver the Activity under this Agreement.

ST7.5 This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and Uncommitted Funds.

ST7.6 This clause survives the termination or expiry of the Agreement.

8. Fraud

ST 8.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

ST 8.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

ST 8.3 If the Grantee or its agent becomes aware of:

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(a) any Fraud in relation to the performance of the Activity; or

(b) any other Fraud that has had or may have an effect on the performance of the Activity;

then the Grantee or its agent must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

ST 8.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause ST8.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

ST 8.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

ST 8.6 This clause survives the termination or expiry of the Agreement.

9. Anti-corruption

ST 9.1 In this Agreement:

Illegal or Corrupt Practice means directly or indirectly:

(a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or

(b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

ST 9.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an illegal or Corrupt Practice.

ST 9.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:

(a) engage in an illegal or Corrupt Practice; or

(b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the *Criminal Code Act 1995* (Cth).

ST 9.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in ST9.3 in relation to the performance of the Activity.

10. Indemnities

ST 10.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity (including in connection with Funding Recipients).

ST 10.2 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.

11. Compliance with Legislation and policies

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ST 11.1 In this Agreement:

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.

ST 11.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

ST 11.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

12. Work health and safety

ST 12.1 The Grantee or its agent agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

ST 12.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its or its agent's work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause ST12.1.

ST 12.3 When using the Commonwealth's premises or facilities, the Grantee or its agent agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

13. Corporate governance

ST 13.1 In this Agreement:

Constitution means (depending on the context):

(a) a company's, body corporate's or incorporated associations constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution;

(b) in relation to any other kind of body:

i. the body's charter or memorandum; or

ii. any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

ST 13.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

ST 13.3 The Grantee agrees to provide a copy of its Constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's Constitution, structure or management.

14. Counterparts

ST 14.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

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15. Funding Recipients

ST 15.1 The Grantee must ensure that any arrangement it enters into with a Funding Recipient under which any part of the Grant will be paid:

(a) is validly executed as a deed; and

(b) includes provisions substantially in the form below:

"Deed poll in favour of the Commonwealth

x.1 In this clause X:

Commonwealth	means The Commonwealth of Australia as represented by The Attorney-General's Department (ABN 92 661 124 436).
Purpose	means enhancement of security resources for Jewish schools, pre-schools and other communal facilities used by the Australian Jewish community including: • security guidance and training • risk and threat assessments • critical incident planning • minor security infrastructure works including the installation or upgrade of security camera systems, access controls, security lighting, fences and gates, detection and alarm systems • the purchase and upgrade/hire of software directly related to the project • security monitoring • crisis management support and coordination, and • non-armed security guard services.

x.2 The [Funding Recipient]:

(a) acknowledges that the funding it receives from [the Grantee] under this deed has been provided by the Commonwealth to [the Grantee] for the Purpose; and

(b) covenants in favour of the Commonwealth that it will use the funding it receives from [the Grantee] under this deed for the Purpose.

x.3 The [Funding Recipient] agrees and acknowledges that notwithstanding any other provision of this deed:

(a) its obligations and liabilities under this deed are enforceable by the Commonwealth; and

(b) without limiting paragraph (a), if any amount of the funding received by the [Funding Recipient] under this deed is spent other than in accordance with this deed, then the Commonwealth may by written notice require the [Funding Recipient] to repay that amount to the Commonwealth.

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x.4 For the avoidance of doubt:

(a) [the Grantee] is not an agent or representative of the Commonwealth;

(a) the Commonwealth is not a party to, and shall have no liability under, this deed; and

(b) this clause X has the effect of a deed poll granted by the [Funding Recipient] in favour of the Commonwealth."

ST 15.2 In respect of any right of recovery which the Grantee has against a Funding Recipient arising out of, or in relation to, the Grant **(Recovery Action)**, the Grantee agrees, on request from the Commonwealth, to:

(a) assign the Recovery Action to the Commonwealth, and allow the Commonwealth to bring the Recovery Action in the Grantee's name;

(b) refrain, without the written approval of the Commonwealth, from bringing the Recovery Action against the Funding Recipient; and

(c) provide all assistance to the Commonwealth which the Commonwealth requires for the prosecution and settlement of the Recovery Action including, if requested by the Commonwealth, executing a written notice of assignment.

Any amounts recovered by the Commonwealth in connection with a Recovery Action shall be applied first to reimburse the Commonwealth for the Grant, and then applied to reimburse the Commonwealth for any administrative or legal costs incurred or paid by the Commonwealth in funding the Recovery Action.

ST 15.3 Without limiting clause 13 of the Commonwealth Standard Grant Conditions, and when requested by the Commonwealth, the Grantee agrees to provide copies of any arrangements entered into with Funding Recipients, and information regarding the management of those arrangements.

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Signatures

Executed as an agreement:

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by The Attorney-General's Department ABN 92 661 124 436	
Name: Position: Signature and date:	Katherine Jones Secretary 21/12/23
Witness Name: (print) Signature and date:	Andrew Warnes s. 22(1)(a)(ii) 21/12/23

Grantee:

Full legal name of the Grantee:	Executive Council of Australian Jewry Incorporated, Australian Capital Territory association number A04520, ABN 17 162 489 951
Committee Member's Name: (print) Signature and date:	s. 47F(1)
Committee Member's Name: (print) Signature and date:	

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Schedule 1: Commonwealth Standard Grant Conditions

1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

(a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth;

(b) any payment to, or withholding of any payment from, the Grantee under this Agreement;

(c) the involvement of any Funding Recipient in undertaking the Activity; or

(d) any legal rights which the Commonwealth may be able to enforce against a Funding Recipient.

1.3 The Grantee agrees that for the term of this Agreement, the Grantee will continue to meet the eligibility obligations relating to the National Redress Scheme (www.nationalredress.gov.au) set out under the relevant grant opportunity guidelines to receive the Grant.

2. Payment of the Grant

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

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

(a) the Grantee has not complied with this Agreement;

(b) there is a reasonable belief that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or

(c) there is a serious concern relating to the Grantee or this Agreement that requires investigation, provided that the Grantee cannot rectify the issue within a period of 30 days after such notice is given.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

2.5 The Grantee agrees to hold the Grant in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the Banking Act 1959 (Cth) to carry on banking business in Australia.

3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without first providing reasonable notice to the Commonwealth.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

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4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

5. Relationship between the Parties

5.1 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.

6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 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.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

(a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and

(b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

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

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

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9.3 If at the commencement of the Agreement the Grantee is not registered for GST and during the term of the Agreement the Grantee becomes, or is required to become, registered for GST, the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST.

10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within 90 days after the Activity Completion Date, the Grantee agrees to provide the Commonwealth with an independently audited financial statement signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

10.3 A statement under clause 10.2 must include an income and expenditure statement in relation to the Grant and the Activity for each financial year of the Agreement.

11. Repayment

11.1 If any amount of the Grant:

(a) has been spent other than in accordance with this Agreement; or

(b) is additional to the requirements of the Activity;

then the Commonwealth may by written notice:

(c) require the Grantee to repay that amount to the Commonwealth;

(d) require the Grantee to deal with that amount as directed by the Commonwealth; or

(e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

(a) the Grantee must do so within the time period specified in the notice;

(b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and

(c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records that:

(a) detail and document the conduct and management of the Activity;

(b) 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

(c) enable all receipts and payments related to the Activity to be identified and reported.

12.2 The Grantee agrees to keep the records for five years after the Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

13. Reporting and liaison

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

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13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

(a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and

(b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements,

in relation to the Activity.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

13.4 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

(a) to comply with the requirements of the *Privacy Act 1988* (Cth);

(b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;

(c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause; and

(d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

14.2 In carrying out the Activity, the Grantee agrees not to send any Personal Information outside Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

15. Confidentiality

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

15.2 The Commonwealth may disclose the Grantee's confidential information where;

(a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;

(b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or

(c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

16.1 The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

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17. Intellectual property

17.1 Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

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

17.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.4 The licence in clause 17.3 does not apply to Activity Material.

18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

(a) stop or reduce the performance of the Grantee's obligations as specified in the notice;

(b) take all available steps to minimise loss resulting from the reduction;

(c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

19.2 Suspension

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19.2.1 If:

(a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;

(b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or

(c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

(d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or

(e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

(a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

(b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

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

(a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or

(b) provided false or misleading statements in relation to the Grant; or

(c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration; or

(d) in addition to clause 19.3.1(a), breached the requirements in subclause 1.3.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

(a) stop the performance of the Grantee's obligations;

(b) take all available steps to minimise loss resulting from the termination; and

(c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

(a) a change in government policy; or

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(b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

(a) stop or reduce the performance of the Grantee's obligations as specified in the notice;

(b) take all available steps to minimise loss resulting from that reduction or cancellation;

(c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, 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 and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

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

(a) subject to the Grantee's compliance with this Agreement; and

(b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

21. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance);
- clause 17 (Intellectual property);

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- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- the following Supplementary Terms
    - clause 2 (Access/Monitoring/Inspection);
    - clause 4 (Vulnerable Persons);
    - clause 5 (Child safety);
    - clause 8 (Fraud);
    - clause 9 (Anti-corruption);
    - clause 10 (Indemnities); and
- Any other clause which expressly or by implication from its nature is meant to survive.

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Commonwealth Standard Grant Conditions — Schedule 1

22. Definitions

In this Agreement, unless the contrary appears:

(a) **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.

(b) **Activity Completion Date** means the date or event specified in the Grant Details.

(c) **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.

(d) **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.

(e) **Agreement End Date** means the date or event specified in the Grant Details.

(f) **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.

(g) **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.

(h) **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

(i) **Commonwealth Purposes** includes the following:

a. the Commonwealth verifying and assessing grant proposals, including a grant application;

b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;

c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and

d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;

but in all cases:

e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.

(j) **Commonwealth Standard Grant Conditions** means this document.

(k) **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.

(l) **Funding Recipient** means a legal person:

a. to whom the Grantee pays any part of the Grant; and

b. who assists the Grantee to perform any part of the Activity (excluding project management and auditing aspects of the Activity).

(m) **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.

(n) **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

(o) **Grant Details** means the document titled Grant Details that forms part of this Agreement.

(p) **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).

(q) **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.

(r) **Party** means the Grantee or the Commonwealth.

(s) **Personal Information** has the same meaning as in the Privacy Act 1988.

(t) **Records** includes documents, information and data stored by any means and all copies and extracts of the same.

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(u) **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

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Australian Government
Attorney-General's Department

Sub No: MS24-001600 **Date submitted to Office by AGD:** 12 December 2024

File No: 24/31763 **Min No:** N/A

ATTORNEY-GENERAL

Enhancing Security for Jewish Communities (ECAJ Grant) - Variation

Deadline: Monday 16 December 2024, to allow the department to offer a variation to the Executive Council of Australian Jewry this calendar year.

Recommendations: I recommend that you:

1. **Note** the Prime Minister's agreement to provision **$32.5 million** over two years from 2024-25 as an estimates variation in the Contingency Reserve to enhance the safety of the Jewish community in Australia (s. 47C(1) refers)

Noted / ~~Discuss~~

2. **Agree** to the proposed variations to the grant opportunity guidelines for the *Enhancing Security for Jewish Communities* (**Attachment A**) to give effect to this decision

Agreed / ~~Not Agreed / Discuss~~

3. s. 47E(d)

4.

5. **Sign** the letter at **Attachment B**, responding to ECAJ's request for additional funding.

Signed / ~~Not Signed / Discuss~~

Attorney-General
13/12/2024

AG Comments

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Key Issues: This submission seeks your approval to amend the grant opportunity guidelines for the *Enhancing Security for Jewish Communities* one off ad-hoc grant (the program) to give effect to the Prime Minister's decision to allocate an additional $32.5 million (ex GST) for the program (**Attachment C**). In accordance with your decision in **MS23-001445**, the proposed variation has been deemed to be major in nature and therefore requires your agreement.

s. 47C(1), s. 47E(d)

A copy of the guidelines with amendments in track is at **Attachment A**, and a summary table of amendments to the guidelines is at **Attachment D**.

Financials

Should you agree to proceed with the variation, the total funding available under the program will increase from $25 million to $57.5 million.

While the initial tranche of funding for the program was awarded from the Confiscated Assets Account (CAA) under section 298 of the *Proceeds of Crime Act 2002*, there is insufficient funding available in the CAA for this new tranche of funding.

s. 47E(d)

Next Steps

If you agree to the variation of the grant opportunity guidelines, the department will provide a letter of variation to ECAJ outlining the amendments to their funding agreement. The changes to the funding agreement reflect the additional funding and extended timeframe for delivery of the program, as well as providing for additional progress reporting milestones from ECAJ. Upon execution of the funding agreement, ECAJ will be provided an immediate injection of funding, with the next funding instalment then due in March 2025.

Key Risks and Mitigation:

Audit and fraud requirements

There has been significant external scrutiny of Commonwealth grants schemes in recent years, and any decisions you make are subject to review by the Australian National Audit Office.

Additionally, records of decision-making under grant programs may be released to Parliamentary Committees and to the public in response to requests made under the *Freedom of Information Act 1982*.

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Should there be any allegations of fraud related to this program, they will be managed in accordance with the department's obligations under the Fraud Rule (section 10 of the *Public Governance, Performance and Accountability Rule 2014*) and the department's fraud control measures. Instances of fraud or other misconduct may be reported to law enforcement authorities where it is determined that criminal activity may have occurred.

Governance

The department acknowledges that ECAJ remains a community-based organisation that does not typically administer grant programs. However, through the management of the existing program, ECAJ (and their program manager at Advisen) have demonstrated their commitment to transparency and effective management of the grant funds. The department engages regularly with the program manager to ensure that funds are being appropriately allocated and utilised in accordance with the grant agreement.

Grant transparency

The Inclusion Support Program administered by the Department of Education has recently been referred by the Government to the Auditor General, in relation to concerns regarding transparency and conflicts of interest. This program saw the department award over half a billion dollars' worth of grant funding to a private day care organisation to administer on behalf of the Commonwealth with little transparency. As the grant awarded under this program is similar in nature, whereby funds are provided to ECAJ for distribution to Jewish community groups to enhance their security, it is possible that similar criticisms of transparency may be made.

However, the variation to the ECAJ grant will be reported on the Australian Government's GrantConnect website, as required under the Commonwealth Grant Rules and Principles. The department's Grant Policy Unit has confirmed that, as the acquittal processes and reporting is through ECAJ, individual reporting of allocations is not required under the Commonwealth Grant Rules and Principles (CGRPs) as the allocations made by ECAJ are not Commonwealth grants.

The department considers that this is appropriate given the significant security risks that would arise if individual grantees and their locations were publicly listed given the heightened security concerns for these Jewish community sites. The department has ensured that ECAJ is maintaining records of their assessment and allocation process.

s. 42(1)

Background

On 27 October 2023, you approved a program of expenditure under section 298 of the *Proceeds of Crime Act 2002* for $25 million to the Executive Council of Australian Jewry to provide urgent security measures for the Australian Jewish community. A funding agreement was entered into between the Commonwealth and ECAJ for this grant on 23 December 2023. s. 37(1)(c)
s. 37(1)(c)

On 7 December 2024, s. 37(1)(c)
s. 37(1)(c)

On 8 December 2024, the Prime Minister announced the commitment by the Australian Government of $32.5 million to further enhance security at Jewish community sites including synagogues and schools.

AGD Clearing Officer: Andrew Warnes, First Assistant Secretary, Criminal Justice Division, s. 22(1)(a)(ii)
Date Cleared: 11 December 2024
Branch Head: Amy Dyde, Acting Assistant Secretary, Criminal Law Policy Branch, s. 22(1)(a)(ii)
Dept Action Officer: s. 22(1)(a)(ii) BRCH-NSCJG-CJD-Criminal Law Policy Branch , s. 22(1)(a)(ii)

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Attachments:

- **Attachment A** – Amended (marked-up) grant opportunity guidelines for the Enhancing Security for Jewish Communities program
- **Attachment B** – Letter to co-Chief Executive Officer of ECAJ
- **Attachment C** – s. 47C(1)
- **Attachment D** – Summary of proposed amendments
- **Attachment E** – AGS legal risk assessment

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~~PROTECTED CABINET~~

PRIME MINISTER
The Hon Anthony Albanese MP

9 DEC 2024

s. 47C(1)

The Hon Dr Jim Chalmers MP
Treasurer
Parliament House
CANBERRA ACT 2600

Senator the Hon Katy Gallagher
Minister for Finance
Parliament House
CANBERRA ACT 2600

Dear Ministers

Thank you for your s. 47C(1)
s. 47C(1)

I agree to the proposal outlined in your letter.

I also agree to the following additional proposals:

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under the *Freedom of Information Act 1982*

2) S. 47C(1)

I have copied this letter to the Hon Richard Marles MP, the Deputy Prime Minister.

I note this letter and your incoming correspondence will be submitted to the Cabinet for noting at a future meeting.

Yours sincerely

ANTHONY ALBANESE

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The Hon Dr Jim Chalmers MP
Treasurer

Senator the Hon Katy Gallagher
Minister for Finance

Ref: s. 47C(1)

The Hon Anthony Albanese MP
Prime Minister
Parliament House
CANBERRA ACT 2600

Thursday, 5 December 2024

Dear Prime Minister

FINALISATION OF THE 2024-25 MYEFO

s. 34(3)

s. 47C(1)

We have copied this letter to the Deputy Prime Minister.

Yours sincerely

Jim Chalmers
Treasurer

Katy Gallagher
Minister for Finance

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OFFICIAL: Sensitive

Attorney-General

Reference: MS24-001600

s. 47F(1)
Executive Council of Australian Jewry
PO Box 1114
EDGECLIFF NSW 2027

By email: s. 47F(1)

Dear s. 47F(1)

Thank you for your correspondence of 7 December 2024 requesting further security funding for the Australian Jewish community.

Antisemitism has no place in Australia. The attack on the Adass Israel Synagogue, as well as other recent events in Melbourne and Sydney, have been despicable and highlighted the heightened risk faced by the Australian Jewish community. Every Australian should be able to worship, attend school, or undertake communal activities in peace and safety.

I am pleased to confirm that on 8 December 2024, the Prime Minister of Australia, the Hon Anthony Albanese MP, agreed to make $32.5 million available to extend the *Enhancing Security for Jewish Communities* program. This additional funding, to be made available until June 2026, will allow the Executive Council of Australian Jewry to continue allocating funds to Jewish communities to improve security infrastructure, undertake threat and risk assessments, and engage security guards to protect people and places.

I understand that the Attorney-General's Department (the department) has commenced work with the Council to ensure that the agreed variation will be fit for purpose while aligning with the policy intent of the program. I look forward to continuing to receive positive reports of the work being undertaken under the auspices of the *Enhancing Security for Jewish Communities* program.

The action officer for this matter within the department is Mr s. 22(1)(a)(ii), Director, Criminal Law Policy Branch who can be contacted on s. 22(1)(a)(ii)

Yours sincerely

THE HON MARK DREYFUS KC MP
13/12/2024

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Australian Government
Department of Home Affairs

Submission

For decision
PDMS Ref. Number: MS25-004422
Date of Clearance: 23/12/2025

To **Minister for Home Affairs, Minister for Immigration and Citizenship, Minister for Cyber Security**

Subject **Proceeds of Crime Act 2002 - Variation to the Enhancing Security for Jewish Communities program**

Timing *For consideration by 24 December 2025, as requested by the Minister's Office.*

Recommendations

That you:

1. agree to a variation of the *Enhancing Security for Jewish Communities* program to provide an additional $500,000 (ex. GST) to the Executive Council for Australian Jewry Inc. under section 298 of the *Proceeds of Crime Act 2002* — agreed / not agreed / discuss
2. agree to the proposed variations to the grant opportunity guidelines for the *Enhancing Security for Jewish Communities* program (**Attachment A**) to increase the total program funding by $500,000, taking the total value of the program to $58 million (ex. GST) — agreed / not agreed /discuss
3. s. 47E(d) [redacted] — agreed / not agreed /discuss
4. sign the approval of a program of expenditure under section 298 of the *Proceeds of Crime Act 2002* (**Attachment B**) — signed / not signed /discuss
5. s. 42(1) [redacted] — noted / discuss

Minister for Home Affairs, Minister for Immigration and Citizenship, Minister for Cyber Security

Signature Tony Burke Date 24/12/2025

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Minister's Comments

Key Issues

1. This submission seeks your agreement to amend the Grant Opportunity Guidelines (the Guidelines) for the Enhancing Security for Jewish Communities one-off ad hoc grant program by allocating an additional $500,000 (excluding GST) to the program s. 37(1)(c) (**Attachment D**).

2. s. 37(1)(c)

3. S. 47C(1)

4.

5.

6.

Next Steps

7. Should you agree to the proposed variation, you are required to sign the approval of a program of expenditure at **Attachment B**. This will allow funds to be transferred to ECAJ from the Confiscated Assets Account (CAA) to manage the additional payments.

8. Should you agree to the proposed variation, the program delegate within the Department will offer a letter of variation to the ECAJ. The variation will increase the funding available to $58 million (ex. GST) and include one additional progress payment payable on execution of the variation. All other terms and conditions of the grant will remain in-place.

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Background

Additional funding to ECAJ

9. Since October 2023, ECAJ has received **$57.5 million** under the *Enhancing Security for Jewish Communities* program.

10. At 28 November 2025, ECAJ is reporting approximately s. 37(1)(c)

11. s. 47C(1) . The Department is currently designing the program for the use of these funds in-line with ECAJ's request of July 2025.

Consultation–Internal/External (Mandatory Field)

12. The Chief Finance Officer delegate has not cleared the financial implications of this submission in the time available.

13. Legal Group was consulted on this submission.

Risks and Sensitivities

ECAJ agreement to release funds to the ZFA

14. Allocation of funds under the program are at the discretion of the ECAJ Allocations Committee. Not all organisations that have requested funding under the program have been able to receive the total amount requested due to limited funds.

15. At 28 November 2025, ECAJ reported that s. 37(1)(c)

16. s. 37(1)(c)

Legislative and Constitutional Risk Assessment

17. S. 42(1)

18.

19.

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Audit and fraud requirements

20. There has been significant external scrutiny of Commonwealth grants schemes in recent years, and any decisions you make are subject to review by the Australian National Audit Office.

21. Additionally, records of decision-making under grant programs may be released to Parliamentary Committees and to the public in response to requests made under the *Freedom of Information Act 1982*.

22. Should there be any allegations of fraud related to this program, they will be managed in accordance with the Department's obligations under the Fraud Rule (s 10 of the *Public Governance, Performance and Accountability Rule 2014*) and the Department's fraud control measures. Instances of fraud or other misconduct may be reported to law enforcement authorities where it is determined that criminal activity may have occurred.

Governance

23. The Department acknowledges that ECAJ remains a largely community-based organisation that had previously not administered grant funding.

24. Through the two tranches of funding and allocations rounds, ECAJ has demonstrated an ability to effectively, efficiently, economically and ethically manage the large grant funding available through the engagement of a dedicated program manager. The engagement of the program manager has reduced risks of misuse of funds through an inability to manage the program, and the Department considers ECAJ is able to manage the additional funding should this variation be agreed.

Grant transparency

25. The variation to the ECAJ grant will be reported on the Australian Government's GrantConnect website, as required under the *Commonwealth Grant Rules and Principles 2024* (CGRPs). ECAJ's individual reporting of allocations is not required under the CGRPs as the allocations made by ECAJ are not Commonwealth grants.

26. The Department considers that this is appropriate given the significant security risks that would arise if individual grantees and their locations were publicly listed given the heightened security concerns for Jewish community sites. The Department has ensured that ECAJ is maintaining records of their assessment and allocation process.

Financial/systems/legal/deregulation/media implications

27. s. 47C(1) [redacted]

28. At 30 November 2025, the available balance of the CAA was $124 million. s. 34(3) [redacted]

Attachments

Attachment A Proposed varied Grant Opportunity Guidelines for the Enhancing Security for Jewish Communities program

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Attachment B Approval of a program of expenditure under s298 of the *Proceeds of Crime Act 2002*
Attachment C Initial CLRA for variation dated 23 December 2025
Attachment D s. 37(1)(c)

Authorising Officer
Cleared by: Andrew Warnes Acting Deputy Secretary Law Enforcement and Domestic Security Group Date: 23 December 2025 Mob: s. 22(1)(a)(ii)

Contact Officer (minimum SES Band 1) Amy Dyde, A/g Assistant Secretary, Law Enforcement Policy Branch Ph: s. 22

Through Chief Finance Officer delegate

CC Head National Security
DS Law Enforcement and Domestic Security
DS Legal
Chief Procurement Officer
Chief Finance Officer

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APPROVED PROGRAM OF EXPENDITURE UNDER s298

PROCEEDS OF CRIME ACT 2002

Title	Total Funding	2025-26	Recipient of Funds
Enhancing Security for Jewish Communities – s. 37(1)(c)	$500,000	$500,000	Executive Council of Australian Jewry Inc.

I, the Hon Tony Burke MP, Minister for Home Affairs, approve this program of expenditure under s 298 of the *Proceeds of Crime Act 2002* in accordance with s 71 of the *Public Governance, Performance and Accountability Act 2013.*

.....

24 / 12 /2025

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Attorney-General's Department – Criminal Law Policy Branch

File No: 24/1422

ACTING ASSISTANT SECRETARY, CRIMINAL LAW POLICY BRANCH

Release of Progress Payment 5 – *Enhancing Security for Jewish Communities* program

Deadline: Approval is requested by 24 March 2025 to enable payment to be made to the Executive Council of Australian Jewry Inc. (ECAJ) by 31 March 2025.

Recommendations: I recommend that you:

1. **note** the assessment of progress report no.3 at **Attachment A** that details progress against milestone 6 of the *Enhancing Security for Jewish Communities* funding agreement (**Attachment B**)

Noted / Discuss

2. **approve,** as the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) section 23(3) delegate, a progress payment of $12.1 million (GST inclusive) to the Executive Council of Australian Jewry Inc. under the *Enhancing Security for Jewish Communities* project based on satisfactory completion against milestones

Approved / Not Approved / Discuss

s. 47E(d)

s. 47C(1)

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

.....

Amy Dyer
Acting Assistant Secretary
Criminal Law and Policy Branch
20 / 3 /2025

Key issues/analysis: Your approval is sought, as the PGPA Act section 23(3) delegate, to release a progress payment totalling $12.1 million (GST inclusive) to ECAJ on the basis that they have made sufficient progress against requirements of milestone 6 of the *Enhancing Security for Jewish Communities* project (the project).

Under the project's funding agreement (**Attachment B**), ECAJ was required to submit a report on 28 February 2025, identifying progress on milestone 6. ECAJ submitted the required information (**Attachment D**) on 5 March 2025. The report and additional information provided by ECAJ provide sufficient information to indicate that each requirement has had sufficient progress made against it. A copy of the Crime Prevention Section's review is at **Attachment A** and is summarised below for your information.

As at 28 February 2025, ECAJ has received s. 47(1)(b) s. 47(1)(b) Of this funding, s. 47(1)(b)

- s. 47(1) Jewish schools, pre-schools and communal organisations (including places of worship)
- s. 47(1) Community Security Groups, and

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- The National Council for Jewish Community Security (NCJSC)

s. 47E(d)

Progress at 28 February 2025

Milestone Requirement	Detail
Milestone 6 – Further funding allocations, monitoring and follow-up • Based on assessment of strategic working group identify enhancements for guarding, security monitoring, response and crime prevention for targeted sites based on needs assessment and agreed criteria. • Compare cost of proposed project deliverables against industry benchmarks, and if required, undertake competitive procurement processes for any goods and services to ensure value for money. • If required, seek Commonwealth approval of items of expenditure that are not listed as eligible under the Grant Opportunity Guidelines. • Commence distribution of further funding allocations end engagement of services for security enhancement projects based on assessment group. • Ongoing community engagement programs to raise awareness about security measures. • Oversight of project delivery, including regular data collection on security incidents, delivery outcomes and roll out of funded initiatives. • Periodic review of community needs and threat assessments.	s. 47(1)(b)

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• Re-prioritisation of funding allocations (if required) in response to updated threat assessments.	s. 47(1)(b)

The next progress report, inclusive of an updated income and expenditure statement is due 27 June 2025.

s. 47C(1)

Project budget

An 'Income and Expenditure Statement' has been submitted covering the period up to 5 March 2025 (page 5 of **Attachment D**). ECAJ has received s. 37(1)(c), s. 47(1)(b)
Actual expenditure to date has been s. 37(1)(c), s. 47(1)(b)
s. 37(1)(c), s. 47(1)(b) It is anticipated that ECAJ will require s. 37(1)(c), s. 47(1)(b)
s. 37(1)(c), s. 47(1)(b) support allocations made following assessment of applications to the allocation round that closed on 19 March 2025.

s. 37(1)(c), s. 47(1)(b)

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Background

On 19 October 2023 the Australian Government made a $25 million (excluding GST) commitment to ECAJ under the *Enhancing Security for Jewish Communities* program to immediately improve security measures for Australia's Jewish community.

On 13 November 2023, the Attorney-General, the Hon Mark Dreyfus KC MP approved a one-off ad hoc grant for $25 million dollars to ECAJ for the project (**MS23-001445**). On 21 December 2023, a funding agreement **(Attachment C)** was executed with ECAJ to govern the grant implementation, inclusive of the milestones that ECAJ must meet for the release of progressive payments.

On 8 December 2024, the Prime Minister announced the provision of an additional $32.5 million to the ECAJ through the program. On 13 December 2024, the Attorney-General agreed to a variation of the Grant Opportunity Guidelines, increasing total program funding to $57.5 million, extending the program's length to June 2026, and amending the list of eligible items to include limited domestic travel and the engagement of armed security guards (**MS24-001600** refers). A Letter of Variation to implement these changes was executed between the Commonwealth and ECAJ on 18 December 2024 (at **Attachment B**). s. 47E(d)

s. 47E(d)

AGD Clearing Officer: Amy Dyde, Acting Assistant Secretary, Criminal Law Policy Branch s. 22(1)(a)(ii)
Date Cleared:
Action Officer s. 22(1)(a)(ii)

Attachments:

- **Attachment A** – Progress report review
- **Attachment B** – Funding agreement for *Enhancing Security for Jewish Communities* project (including Variation)
- **Attachment C** – Recipient Created Tax Invoice
- **Attachment D** – Progress Report 3 submitted by ECAJ on 5 March 2025

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Enhancing Security for Jewish Communities

Progress Report 3

The activity period covered in this review is from November 2024 to February 2025. A copy of the submitted progress report can be located in Content Manager (25#104689DOC). The progress report was due on 28 February 2025. The Executive Council of Australian Jewry Inc. (ECAJ) submitted the report on 05 March 2025 which has been accepted by the department.

Overview

In order to release progress payment 5 under the Letter of Variation to the Grant Agreement (24#688032DOC), the ECAJ were required to submit information meeting the requirements, or showing positive progress, as set out in Milestone 6.

The Commonwealth's assessment of progress against each of the requirements is set out below. This has been used as guide in measuring whether the ECAJ has suitably achieved the milestone requirements prior to the progress payment being made.

Progress payment 5 associated with this report is **$11 million** (excluding GST).

Report Review

1. Progress as shown in the Activity Schedule of the Grant Agreement.

S. 47C(1)

Milestone 6 – Further funding allocations, monitoring and follow-up
Under the varied Funding Agreement, ECAJ were required to undertake additional funding allocations, and continue monitoring and follow-up of existing recipients.

- The Grant Allocation Request Portal was re-opened on the 18 February 2025 and will close on 19 March 2025. An updated allocation assessment criterion has been created for organisations to apply against and has been provided to the department (25#75563DOC).
- ECAJ have been providing monthly updates to the department reflecting payments and allocations to date, details of expenditure and have actioned any feedback and requests for further information about specific allocations to the department.

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2. Completed **Allocated Expenditure Breakdown Table** (Attachment A) and the **Location Breakdown of Security Guards and Security Infrastructure Table** (Attachment B) for funding provided to date.

Expenditure
ECAJ has completed the relevant allocation tables that provide a breakdown of each state and territory CSG's expenditure (including amounts spent on guards and infrastructure) as well as information on the specific items of expenditure being provided to schools, preschools and community organisations that will be the recipients of funding allocations. ECAJ has been meeting the department's request that they provide specific funding amounts being provided to each recipient. The requirement to provide this information to the department will continue to apply to the new allocation of $32.5 million, until all funding is expended.

A workbook setting out the details of all commitments made to date is at: **24#269108DOC.**

Based on the ECAJ reporting:

- Community Security Groups s. 37(1)(c), s. 47(1)(b) and the National Council for Jewish Communities (NCJCS) have received allocations
- s. 37(1)(c), s. 47(1)(b)
- funding allocations have been made to communal organisations in all jurisdictions (including schools and preschools) s. 37(1)(c), s. 47(1)(b) This distribution reflects the general demographic spread of Australia's Jewish community.

Budget overview
To date, ECAJ has received s. 37(1)(c), s. 47(1)(b) Expenditure to date s. 37(1)(c), s. 47(1)(b)
s. 37(1)(c), s. 47(1)(b)
s. 37(1)(c), s. 47(1)(b) The second round of applications closed on 19 March 2025 whereby further organisations will be allocated funding under the program.

Next report
Under the Letter of Variation, the next report is due 27 June 2025, covering progress for the period between February and May. A further payment of 8,000,000 is associated with this report.

3. Description of project activities completed during the reporting period.

- ECAJ has assessed s. 37(1)(c), s. 47(1)(b) from eligible organisations, s. 37(1)(c), s. 47(1)(b) they were successful and s. 37(1)(c), s. 47(1)(b) to govern the use of the allocation by the organisations at the relevant project site.
- ECAJ has put in place a process to monitor the progress of work at each project site.
- ECAJ will continue to provide monthly reporting to the department on allocations once the second round of applications have closed and been assessed.
    - This monthly reporting provides details of the initiatives taking place at each site, identifying the site location and specifying the funding amount.

Recommendation

The department recommends the **$11 million (excluding GST)** due for payment on acceptance of this report be provided to ECAJ. to ensure that ongoing allocations can be supported.

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Milestone No	Milestone Description	Due Date
06	**Further funding allocations, monitoring and follow-up** • Based on assessment of strategic working group identify enhancements for guarding, security monitoring, response and crime prevention for targeted sites based on needs assessment and agreed criteria. • Compare cost of proposed project deliverables against industry benchmarks, and if required, undertake competitive procurement processes for any goods and services to ensure value for money. • If required, seek Commonwealth approval of items of expenditure that are not listed as eligible under the Grant Opportunity Guidelines. • Commence distribution of further funding allocations end engagement of services for security enhancement projects based on assessment group. • Ongoing community engagement programs to raise awareness about security measures. • Oversight of project delivery, including regular data collection on security incidents, delivery outcomes and roll out of funded initiatives. • Periodic review of community needs and threat assessments. • Re-prioritisation of funding allocations (if required) in response to updated threat assessments.	ECAJ are required to report on Milestone 6 across 3 reporting periods, including: **28 February 2025**

s. 47(1)(b)

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With only s. 47(1)(b) to be allocated and round 2 of applications closing on the 19 March 2025, this payment will allow ECAJ to continue providing allocations of funding to organisations for security infrastructure to address immediate risks.

s. 47C(1)

Next Steps

- On agreement of departmental delegate, release of 11,000,000 (plus GST) to ECAJ
- One item of expenditure has been flagged for further review (details above)
- The department will assess whether flagged expenditure can be supported under the Funding Agreement following the receipt of further information from ECAJ (due 28 March).
- The ECAJ are required to report on the progress of the assessment of these applications and further allocations in their next report (progress report no.4) due on 31 July 2025.

s. 47C(1)

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Australian Government
Department of Home Affairs

OFFICIAL: Sensitive

Minute

To: **Assistant Secretary, Law Enforcement Policy Branch**

Date: 17 March 2026

Ref No: EC26-001385

Variation to extend end date and final payment – *Enhancing Security for Jewish Communities* program

Timing

By 20 March 2026, to ensure the variation can be finalised prior to 31 March 2026.

Purpose

To:

1. Seek your agreement, as the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) section 23(1) delegate, to offer a variation of the *Enhancing Security for Jewish Communities* program (the Program) to the Executive Council of Australian Jewry (ECAJ) by:
   a. amending the end date of the program from 30 June 2026 to 30 June 2027
   b. amending activity completion date from 31 March 2026 to 31 March 2027
   c. amending reporting requirements to include an additional extension progress report (due November 2026) and amending final report (including financial audit) to be due by 31 May 2027, and
   d. amending the payment schedule, so final payment of $2,500,000 (ex. GST) is due on acceptance of the final progress report, anticipated June 2027.

Background

2. On 26 February 2026, the project manager for the Program advised Crime Prevention Section that several organisations receiving funding were facing delays. Due to these delays it was unlikely that organisations would finalise projects before the scheduled end date of activities under the existing funding agreement.
3. Approximately s. 37(1)(c) (at **Attachment A**) will require an extension of time to complete their activities, as well as ring-fenced funding for s. 37(1)(c) .
4. s. 47C(1)

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5. s. 47C(1)
6.
7.

Recommendation

8. It is recommended you agree to the variation as outlined at paragraph 1. Should you agree to the proposed variation, agree to issue the letter of variation at **Attachment B** to the ECAJ for their consideration and acceptance.
9. If accepted by the ECAJ, the person performing the duties of the First Assistant Secretary, Criminal Justice Division will be asked to execute the agreement on behalf of the Commonwealth.

It is recommended that you:

Agree, as the PGPA Act section 23(1) delegate, to issue a letter of variation to the Executive Council of Australian Jewry, varying the *Enhancing Security for Jewish Communities* program, and

Agreed / Not Agreed / Discuss

Note the Department of Home Affairs will need to seek a movement of funds approval from the Department of Finance to move $2.5 million from 2025-26 to 2026-27 to support this variation.

Noted / Discuss

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

Amy Dyde
Assistant Secretary
Law Enforcement Policy Branch
March 2026

Contact Officer: s. 22(1)(a)(ii)

Division/branch: Law Enforcement Policy Branch

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

Attachments:

Attachment A: Security Infrastructure projects with estimated completion dates

Attachment B: Proposed letter of variation – Enhancing Security for Jewish Communities Program

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OFFICIAL: Sensitive

Australian Government
Department of Home Affairs

s. 47F(1)
Executive Council of Australian Jewry
PO Box 1114, Edgecliff NSW 2027
pwertheim@ecaj.org.au

Dear s. 47F(1)

Enhancing Security for Jewish Communities – Letter of Variation

You entered into an agreement with the Commonwealth on 21 December 2023 (the 'Agreement') in relation to a grant under the Enhancing Security for Jewish Communities (the 'Grant').

This Agreement has been varied multiple times, with the most recent variation dated 24 December 2025.

Following your recent request, the Commonwealth proposes to vary the terms of the Agreement with effect from execution of this variation, to allow organisations requiring an extension to complete their activities, as well as the ring-fenced funding for Jewish youth camps in line with the below:

1. amending the end date of the program from 30 June 2026 to 30 June 2027
2. amending activity completion date from 31 March 2026 to 31 March 2027
3. amending final reporting requirements, so final report (including financial audit) is due by 31 May 2027
4. amending the payment schedule, so final payment of $2,500,000 (ex. GST) is due on acceptance of the final progress report, anticipated June 2027, and
5. amending the reporting schedule to include a 6 monthly report for the period between 1 April 2026 and 30 October 2026.

We confirm that other than these amendments, all the other provisions of the Agreement remain in full force and effect.

To accept these amendments to the Agreement, please sign and return a scanned copy of this letter to the address as soon as practicable, otherwise this offer will lapse.

Please email a scanned copy of the signed letter to crimeprevention@homeaffairs.gov.au.

If you have any questions regarding this variation, please contact s. 22(1)(a)(ii) on s. 22(1)(a)(ii) or at s. 22(1)(a)(ii)@homeaffairs.gov.au.

Yours sincerely

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

Amy Dyde
Assistant Secretary
Criminal Justice Division

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20 March 2026

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under the *Freedom of Information Act 1982*

Australian Government
Department of Home Affairs

OFFICIAL: Sensitive

Minute

To: **Assistant Secretary, Law Enforcement Policy Branch**

Date: 17 March 2026

Ref No: EC26-001284

Release of Progress Payment 9 – *Enhancing Security for Jewish Communities* program

Timing

Approval is requested by XX March 2026 to facilitate prompt payment to the Executive Council of Australian Jewry Inc. (ECAJ).

Purpose

To:

1. Seek your approval, as the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) section 23(3) delegate, to release a progress payment totalling **$5.5 million** (GST inclusive) to the ECAJ, on the basis they have me requirements of milestone 6 of the *Enhancing Security for Jewish Communities* project (the project).

Background

2. Under the project's funding agreement (**Attachment A**), ECAJ were required to submit a report on 28 February 2026, identifying progress on milestone 6. ECAJ submitted their progress report on 3 March 2026. ECAJ's progress report is available at **Attachment B**.
3. The report and additional information provided by ECAJ provides sufficient information to indicate that each requirement has had sufficient progress made against it. A copy of Crime Prevention Section's review is at **Attachment C** and is summarised below for your information.
4. As at 2 March 2026, ECAJ has received s. 47(1)(b)) of a total grant amount of $58 million (GST exclusive). Of this funding, s. 47(1)(b) to:
   - s. 47(1)(b) Jewish schools, pre-schools and communal organisations (including places of worship)
   - s. 47 Community Security Groups
   - the National Council for Jewish Community Security (NCJSC); and
   - administration fees for the program.

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5. A further s. 37(1)(c), s. 47(1)(b) including administration costs, is expected to be allocated to organisations once processed under Round 2 funding requests. No funding remains unallocated under the program.

6. s. 47E(d)

7.

8.

9.

Progress as at 2 March 2026

Milestone Requirement	s. 37(1)(c), s. 47(1)(b)
Milestone 6 – Further funding allocations, monitoring and follow-up • Based on assessment of strategic working group, identify enhancements for guarding, security monitoring, response and crime prevention for targeted sites based on needs assessment and agreed criteria. • Compare cost of proposed project deliverables against industry benchmarks, and if required, undertake competitive procurement processes for any goods and services to ensure value for money. • If required, seek Commonwealth approval of items of expenditure that are not listed as eligible under the Grant Opportunity Guidelines. • Commence distribution of further funding allocations end engagement of services for security enhancement projects based on assessment group. • Ongoing community engagement programs to raise awareness about security measures. • Oversight of project delivery, including regular data collection on security incidents, delivery outcomes and roll out of funded initiatives. • Periodic review of community needs and threat assessments.	

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• Re-prioritisation of funding allocations (if required) in response to updated threat assessments.	s. 37(1)(c), s. 47(1)(b)

10. ECAJ has advised that they continue to monitor potential delays in procurement and delivery of security infrastructures faced by funded organisations. The extension of the program has alleviated concerns ECAJ had with the delay in project deliverables, however ECAJ has requested an extension of 12 months to the program end date to allow projects that are currently experiencing delays to complete their works, including s. 37(1)(c), s. 47(1)(b) . The Department of Home Affairs has provided ECAJ with a letter of variation to extend the program end date by 12 months to 30 June 2027.

11. In addition to the requirements set out in Milestone 6, ECAJ is also required to provide a Statement of Compliance with working with children's obligations annually. ECAJ has provided a signed Statement of Compliance at **Attachment F**.

12. Under the Letter of Variation, the Final Report is due on 31 May 2027, covering the overall project evaluation and independent audit requirements. A final payment of $2.5 million (GST exclusive) will be paid on the Department's acceptance of the report.

13. s. 47C(1)

Project budget

14. An 'Income and Expenditure Statement' has been submitted covering the period up to 2 March 2026 (page 6 of **Attachment D**). s. 37(1)(c), s. 47(1)(b) s. 37(1)(c), s. 47(1)(b) As at 2 March 2026, actual expenditures. 37(1)(c), s. 47(1)(b) which includes expenditures. 37(1)(c), s. 47(1)(b) for project management, accounting, and auditing. Project administration records provided are for the period from the inception of the program to 28 November 2025. ECAJ has indicated that they have s. 37(1)(c), s. 47(1)(b)

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Recommendation

It is recommended that you:

Note the assessment of progress report no. 6 that details progress against milestone 6 of the *Enhancing Security for Jewish Communities* funding agreement (**Attachment A**)

Noted / Discuss

Approve, as the PGPA Act section 23(3) delegate, a progress payment of **$5.5 million** (GST inclusive) to the ECAJ under the *Enhancing Security for Jewish Communities* project based on satisfactory completion against milestones, and

Approved / Not Approved / Discuss

Note that if you approve recommendation 2, a recipient created tax invoice (**Attachment D**) will be created for your approval to release the funds to ECAJ

Noted / Discuss

Note that ECAJ has received an extension to the program end date by 12 months to 30 June 2027

Noted / Discuss

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

Amy Dyde
Assistant Secretary
Law Enforcement Policy Branch
24 March 2026

Contact Officer: s. 22(1)(a)(ii)

Division/branch: Law Enforcement Policy Branch

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

Attachments:

Attachment A: Funding Agreement for the Project (including variation)

Attachment B: Progress Report 6, submitted by ECAJ on 3 March 2026

Attachment C: Crime Prevention Section review of Progress Report 6

Attachment D: Recipient Created Tax Invoice

Attachment E: Grant Review – November 2025 update

Attachment F: Statement of Compliance with working with children's obligations

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Australian Government
Department of Home Affairs

March 2026

Schedule 2 – Reporting Requirements

Progress Report – Enhancing Security for Jewish Communities Program

You will need to provide the following information in your progress reports. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report in line with reporting requirements in the Grant Agreement, to crimeprevention@homeaffairs.gov.au.

Reporting Period

The activity period covered in this Progress Report is from **December 2025** to **March 2026.**

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Project Progress

1. Complete the following table by filling in all milestones shown in the **Activity Schedule** of your Grant Agreement.

   This Activity Schedule has been amended to align with the Activity Schedule provided in the Enhancing Security for Jewish Communities – Letter of Variation.

Milestone	Agreed Due Date	Actual/ Anticipated End Date
01 Planning	31 January 2024	08 February 2024
02 Initial Funding Allocations	29 February 2024	29 February 2024
03 Development of security framework for secondary funding allocation	31 May 2024	31 May 2024
04 Secondary funding allocations	28 June 2024	31 October 2024
05 Monitoring and follow-up	29 November 2024	29 November 2024
06 Further Funding Allocations, Monitoring and follow-up	28 February 2025 30 May 2025	5 March 2025 27 June 2025

s. 47(1)(b)

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	31 October 2025 27 February 2026	28 November 2025 3 March 2026	
07 Completion and Evaluation	31 March 2026		
08 Final Reporting	29 May 2026		

s. 47(1)(b)

2. Please complete the **Allocated Expenditure Breakdown Table** (Attachment A) and the **Location Breakdown of Security Guards and Security Infrastructure Table** (Attachment B) for funding provided to date.

   Allocated Expenditure Breakdown Table (Attachment A)
   The State Organisation breakdowns have been updated to reflect the scope of works allocated under both the Initial Allocation ($25 million) and the Variation Allocation ($33 million).

   Breakdown of Security Guards and Security Infrastructure Table (Attachment B)
   Attachment B has been revised to include separate breakdowns for each funding allocation:
   Attachment B.1 – Corresponds to the Initial Allocation of $25 million
   Attachment B.2 – Corresponds to the Variation Allocation of $33 million

3. Where applicable, provide a description of any project activities completed during the reporting period that are not captured in the tables referred to above.

   All works are captured in the tables referenced or in the Project Outcomes.

4. Is the overall project proceeding in line with your Grant Agreement?

   In general, we are in alignment.

5. If not, please identify any changed or anticipated issues. Provide comments for any impacts on project timing and outcomes and mitigation strategies employed to address these impacts.

   Earlier reporting indicated that organisations were experiencing delays in sourcing, procuring, and receiving minor security infrastructure equipment, primarily due to extended domestic and international delivery timeframes, this issue is now under proactive review as we reach out to every

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organisation who was allocated funding. As well as our proactive calling, we continue to receive updated Progress and Final Reports from funded organisations to understand their anticipated issues.

We are currently processing Progress and Final Reports submitted by approved organisations under both the initial $25 million allocation as well as the Variation Allocation totalling $33 million. Over the past reporting period, we have received more than 75 Progress and Final Reports from approved organisations, all of which are currently being reviewed and actioned as part of our ongoing program oversight and compliance processes.

In addition, we have made over 600 phone calls to approved organisations, to ensure they continue to align with the grant reporting guidelines. This ensures we are not just waiting for Progress and Final Reports to understand their possible issues, but able to address any ongoing or arising project issues at the time.

Project Outcomes

Please outline the project outcomes achieved to date.

Following the Enhancing Security for Jewish Communities – Letter of Variation, we have worked to ensure that new allocation assessment criteria guidelines based on the updated Attorney General's Office Grant Agreement have been developed.

We then re-opened our grant allocation request portal with updated allocation assessment criteria for organisations to apply. This portal system was open for approximately 4 weeks, and s. 37(1)(c), s. 47(1)(b) [redacted]

In the weeks following the closure of the grant allocation request portal, s. 37(1)(c), s. 47(1)(b) were reviewed and scored using the Grant Proposal Scoring Rubric.

As of 2 March 2025, notifications regarding the status of s. 37(1)(c), s. 47(1)(b) have been issued:

- s. 37(1)(c), s. 47 [redacted] unsuccessful applications were duplicates submitted by organisations that were ultimately successful.
- s. 37(1)(c), s. 47(1)(b) [redacted] organisations were unsuccessful in receiving funding, and have subsequently received an emailed letter of unsuccessful outcome
    - This includes the s. 37(1)(c), s. 47(1)(b) [redacted] that were notified of their unsuccessful outcome

- s. 37(1)(c), s. 47(1)(b) under further review and reassessment, all of which had been approved for funding to undertake a Security Threat and Risk Assessment (TRA) totalling s. 37(1)(c), s. 47(1)(b) [redacted]
  To ensure that decisions regarding required technical and physical security measures are fully informed, each organisation has been funded to complete an upgraded TRA. This assessment will identify and prioritise the most effective security measures for their respective sites.
  Funding for subsequent scopes of work s. 37(1)(c), s. 47(1)(b) [redacted]
    - s. 37(1)(c), s. 47(1)(b) [redacted].

- Currently, s. 37(1)(c), s. 47(1)(b) [redacted], with a total approved funding s. 37(1)(c), s. 47(1)(b) [redacted].

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- We are currently receiving, reviewing, and formally accepting Progress Reports and Final Reports from organisations that have partially or fully completed their funded works. This includes a detailed assessment to ensure all reporting obligations have been met and that completed activities align with the project scope.

- We continue to engage with funded organisations to verify that any unspent funds and all accrued interest are accurately returned and redistributed. Our objective is to ensure that 100% of the allocated grant funding is ultimately expended in accordance with program requirements.

- Ongoing meetings with the ECAJ Allocations Committee continue to take place. These meetings provide the approvals required to notify organisations of the outcomes of their allocation requests as well as the above-mentioned funding returns and redistributions.

- s. 37(1)(c) [redacted]

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Project Expenditure

Provide the following information about income and expenditure for the project to date.



6. What is the total expenditure you have incurred in this reporting period?

   Current Reporting Period Expenditure: s. 47(1)(b)

   Prior Reporting Periods Total Expenditure: s. 47(1)(b)

   Total Expenditure to Date: s. 47(1)(b)

7. What is the estimated eligible expenditure for the next reporting period?

   We are ensuring any returned funds and accrued interest are distributed, such that 100% of the grant allocation is expended

8. Briefly explain the reason for any changes between forecast and actual expenditure for the correct reporting period, and any significant changes to the forecast budget for the reminder of the project.

   At this stage we have no adjustments from the Letter of Variation

9. Is the project expenditure broadly in line with the activity budget in the Grant Agreement? If not, please provide an explanation for reasons behind this.

   The budget remains broadly aligned with expectations; however, we continue to work through the detailed allocations to ensure that all funding is distributed effectively and in a manner that best reflects the needs and priorities of the national community.

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Declaration

You must ensure an authorised person completes the report. An authorised person is an officer holder of the Executive Council of Australian Jewry Incorporated committee of management who has been authorised to represent the Executive Council of Australian Jewry Incorporated.

I, as the authorised person for the Executive Council of Australian Jewry Incorporated, declare the following:

1. The information in this report is accurate, complete, and not misleading and I understand the giving of false or misleading information is a serious offence under the *Criminal Code Act 1995* (Cth).
2. The Activities identified in this report are for the purposes stated in the Grant Agreement.
3. I am aware of the Executive Council of Australian Jewry Incorporated's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project.
4. I understand that the Grant Agreement empowers the Commonwealth to terminate the Grant Agreement and to request repayment of funds paid to the Executive Council of Australian Jewry Incorporated where the Executive Council of Australian Jewry Incorporated is in breach of the Grant Agreement.

Signed: s. 47F(1)

Name: s. 47F(1)

Position: Grants Administrator

Date: 16/03/2026

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Attorney-General's Department – Criminal Law Policy Branch

File No: C22/1519-15

ACTING FIRST ASSISTANT SECRETARY, CRIMINAL JUSTICE DIVISION

Release of Progress Payment 2 – *Enhancing Security for Jewish Communities* program

Deadline: Approval is required by 4 July 2024 to enable payment to be made to the Executive Council of Australian Jewry Inc. (ECAJ) in the first payment run of 2024-25, scheduled 9 July 2024.

Recommendations: I recommend that you:

1. **note** the assessment of progress report no.1 at **Attachment A** that details progress against milestones 2 to 4 of the *Enhancing Security for Jewish Communities* funding agreement (**Attachment B**)

(Noted) / Discuss

2. **approve,** as the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) section 23(3) delegate, a progress payment of $4.4 million (GST inclusive) to ECAJ under the *Enhancing Security for Jewish Communities* project based on satisfactory completion against milestones, and

(Approved) / Not Approved / Discuss

3. **note** that if you approve recommendation 2, a recipient created tax invoice (**Attachment C**) will be created in MyHub for your approval to release the funds to ECAJ.

(Noted) / Discuss

s. 47C(1)

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

.....

Andrew Warnes
First Assistant Secretary
Criminal Justice Division
03 / 07 /2024

Key issues/analysis: Your approval is sought to release a progress payment totalling $4.4 million (GST inclusive) to ECAJ on the basis that they have met the requirements of Milestones 2 and 3 with sufficient progress made on Milestone 4 of the *Enhancing Security for Jewish Communities* project (the project).

Under the project's funding agreement, ECAJ was required to submit a report on 31 May 2024, identifying progress on milestones 2 to 4. Following an extension agreed by the department, ECAJ submitted the required information on 7 June 2024 (**Attachment D**). The report provides sufficient information to indicate that each requirement has been wholly (milestones 2 and 3) or partially (milestone 4) met. A copy of the Crime Prevention Section's (CPS) review is at **Attachment A** and is summarised below for your information.

S. 47C(1

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s. 47C(1)

Progress at 7 June 2024

Milestone Requirement	s. 47(1)(b)
Milestone 2 - Initial funding allocations by project team and distribution of funds to sites requiring immediate support. Approval sought for items of expenditure not listed as eligible under the Grant Opportunity Guidelines.	
Milestone 3 – report on development of a security framework for secondary funding allocation including: • any budget revisions • establish communication point for information/ feedback from organisations seeking funding • strategic working group, appointed to review of existing security systems and processes for Jewish schools, pre-schools, places of worship and other communal sites. • needs assessment and criteria for secondary fund allocation. Criteria must include mechanisms for equitable distribution of funding nationally in consideration of population density, threat assessments and demographic characteristics of the Jewish community. • community engagement programs to raise awareness about security measures.	

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Milestone 4 – Commence distribution of secondary funding allocations. • identify enhancements for guarding at sites based on needs assessment and agreed criteria. • ensure value for money when undertaking allocations. • seek approval of items of expenditure that are not listed as eligible under the Grant Opportunity Guidelines.	s. 37(1)(c), s. 47(1)(b)

Project budget

To date, s. 37(1)(c), s. 47(1)(b) An income and expenditure statement has been submitted covering the period up to 7 June 2024 (page 4 of **Attachment D**).

s. 37(1)(c), s. 47(1)(b)

s. 37(1)(c), s. 47(1)(b) This sum consists of the committed s. 37(1)(c), s. 47(1)(b) that have been successful to date under the second funding allocation process. ECAJ has advised that they are in the process of executing funding agreements with these organisations to govern the use of funds, and once agreed, s. 37(1)(c), s. 47(1)(b) ECAJ has undertaken to update the department on a monthly basis on the payment of these commitments. The next progress report, inclusive of an updated income and expenditure statement is due 30 October 2024.

s. 47E(d)

Under the funding agreement, and project plan, ECAJ is required to continue to make allocations throughout the next reporting period, and ECAJ has stated their objective of distributing 70% of the total funding paid to date by October 2024. s. 37(1)(c), s. 47(1)(b)

s. 37(1)(c), s. 47(1)(b)

Background

On 19 October 2023 the Australian Government made a $25 million (excluding GST) commitment to ECAJ under the *Enhancing Security for Jewish Communities* program to immediately improve security measures for Australia's Jewish community.

On 13 November 2023, the Attorney-General, the Hon Mark Dreyfus KC MP approved a one-off ad hoc grant for $25 million dollars to ECAJ for the project (**MS23-001445**). On 21 December 2023, a funding agreement **(Attachment C)** was executed with ECAJ to govern the grant implementation, inclusive of the milestones that ECAJ must meet for the release of progressive payments.

AGD Clearing Officer: Amy Dyde, A/g Assistant Secretary, Criminal Law Policy Branch, s. 22(1)(a)(ii)
Date Cleared: 26 June 2024
Action Officer: s. 22(1)(a)(ii)

Attachments:

- **Attachment A** – Progress report review
- **Attachment B** – Funding agreement for *Enhancing Security for Jewish Communities* project
- **Attachment C** – Recipient Created Tax Invoice
- **Attachment D** – Information package submitted by ECAJ on 07 June 2024

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Attorney-General's Department – Criminal Law Policy Branch

File No: C22/1519-15

FIRST ASSISTANT SECRETARY, CRIMINAL JUSTICE DIVISION

Release of Progress Payment 3 – *Enhancing Security for Jewish Communities* program

Deadline: Approval is requested by 14 November 2024 to enable payment to be made to the Executive Council of Australian Jewry Inc. (ECAJ) by 21 November 2024.

Recommendations: I recommend that you:

1. **note** the assessment of progress report no.2 at **Attachment A** that details progress against milestones 4 and 5 of the *Enhancing Security for Jewish Communities* funding agreement (**Attachment B**)

(Noted) / Discuss

2. **approve,** as the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) section 23(3) delegate, a progress payment of $4.4 million (GST inclusive) to ECAJ under the *Enhancing Security for Jewish Communities* project based on satisfactory completion against milestones, and

(Approved) / Not Approved / Discuss

s. 47E(d)

(Noted) / Discuss

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

.....

Andrew Warnes
First Assistant Secretary
Criminal Justice Division
08 / 11 /2024

Key issues/analysis: Your approval is sought to release a progress payment totalling $4.4 million (GST inclusive) to ECAJ on the basis that they have made sufficient progress against requirements of milestones 4 and 5 of the *Enhancing Security for Jewish Communities* project (the project).

Under the project's funding agreement (**Attachment B**), ECAJ was required to submit a report on 31 October 2024, identifying progress on milestones 4 and 5. ECAJ submitted the required information in line with this requirement (**Attachment D**). The report and additional information provided by ECAJ provide sufficient information to indicate that each requirement has had sufficient progress made against it. A copy of the Crime Prevention Section's review is at **Attachment A** and is summarised below for your information.

As at 13 October 2024, ECAJ has approved s. 47(1)(b) Jewish schools, pre-schools and communal organisations, and s. 47(1) Community Security Groups. s. 47(1)(b)

s. 47(1)(b)

which, excluding funds utilised for auditing and project management, will expend all grant funds.

s. 47E(d)

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s. 47E(d)

Progress at 31 October 2024

Milestone Requirement	s. 37(1)(c), s. 47(1)(b)
Milestone 4 – Commence distribution of secondary funding allocations. • identify enhancements for guarding at sites based on needs assessment and agreed criteria, • ensure value for money when undertaking allocations, and • seek approval of items of expenditure that are not listed as eligible under the Grant Opportunity Guidelines.	
Milestone 5 – Monitoring and follow-up of grant activities. • oversight of project delivery, • periodic review of community needs and threat-assessments, and • re-prioritisation of funding allocations (if required) in response to updated threat assessments.	

The next progress report, inclusive of an updated income and expenditure statement is due 31 January 2025.

Project budget

An 'Income and Expenditure Statement' has been submitted covering the period up to 13 October 2024 (page 4 of **Attachment D**). ECAJ has

s. 37(1)(c), s. 47(1)(b)

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organisations that have not yet been paid out. Should you agree to the release of the $4.4 million (GST inclusive) payment associated with this report, most of these unpaid commitments will be able to be met.

Risks and Mitigation

S. 47C(1)

Background

On 19 October 2023 the Australian Government made a $25 million (excluding GST) commitment to ECAJ under the *Enhancing Security for Jewish Communities* program to immediately improve security measures for Australia's Jewish community.

On 13 November 2023, the Attorney-General, the Hon Mark Dreyfus KC MP approved a one-off ad hoc grant for $25 million dollars to ECAJ for the project (**MS23-001445**). On 21 December 2023, a funding agreement **(Attachment C)** was executed with ECAJ to govern the grant implementation, inclusive of the milestones that ECAJ must meet for the release of progressive payments.

AGD Clearing Officer: Susan McKeag, Assistant Secretary, Criminal Law Policy Branch s. 22(1)(a)(ii)
Date Cleared:
Action Officer s. 22(1)(a)(ii)

Attachments:

- **Attachment A** – Progress report review
- **Attachment B** – Funding agreement for *Enhancing Security for Jewish Communities* project
- **Attachment C** – Recipient Created Tax Invoice
- **Attachment D** – Progress Report 2 submitted by ECAJ on 31 October 2024

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