

What terms used in this Agreement mean

Activity	Means the goods provided or the service or project undertaken with the funding that is provided. These are described in the Activities Schedule.
Agency and Agencies	Means any Victorian Government department, agency or authority that is party to this Agreement.
Agreement	Means the terms and conditions, schedules and any variations to these that have been agreed to.
Annual Price Index	Is a percentage increase in funding which combines wages increases, consumer price indexation, and productivity contributions. The Annual Price Index is made automatically as an adjustment to the Agreement, as described in Clause 8.
Base Funding	Is that funding provided for activities over the life of the Agreement, including any price adjustments. Base funding may change by mutual agreement in line with the Agreement variation process outlined in Clause 9.
Licence	Means a permanent, non-exclusive, world-wide, perpetual, irrevocable, royalty free licence to the State to use, reproduce and adapt the intellectual property named in the terms and condition as if the licensee were the owner. The licence does not including the right to transfer or assign the intellectual property, or to seek or enforce remedies for infringements of the intellectual property against a third party. Information on intellectual property and licensing is given in the <i>Guide to the Funding Agreement</i> .
Parliament	Means the State Parliament of Victoria.
Personal and Health Information	Has the same meaning as under the Victorian <i>Information Privacy Act 2000</i> , and the <i>Health Records Act 2001</i> . This is detailed in the Guide to the Funding Agreement.
Policy and Funding Plans	Policy and Funding Plans are written by each division of the Department of Human Services. They provide comprehensive information about the services, policies, budget, funds allocation and future direction of divisions of the Department. The three-year plans provide: <ul style="list-style-type: none">▪ an overview of the Government's policy framework,▪ the department's objectives,▪ divisional strategic projects,▪ an overview of each division's budget,▪ service Activities and performance measures,▪ a list of data collection requirements, and▪ a list of service standards and guidelines.

Standard Terms and Conditions for Victorian Indigenous Funding Agreements

Your organisation (you) and the State (we) agree to use and manage Activity funding, and as follows:

1. Our obligations


- 1.1 We will support you as you do Activities in the Activities Schedule and to meet your Agreement obligations by:
- working to agreed timeframes and being responsive,
 - dealing with you fairly and following agreed processes,
 - being transparent about decisions that are made, explaining key decisions in writing,
 - supporting you to participate in our relevant local and regional planning processes,
 - cooperating with your relevant planning processes,
 - ensuring our staff follow relevant policies, public sector codes of practice, and laws,
 - giving you relevant information, policies and service standards that you need to do Activities,
 - quickly and clearly dealing with any conflict of interest, and
 - making funding payments to you when Parliament provides us funding for Activities, and when you meet your Agreement obligations.

2. Your obligations

- 2.1 You must deliver Activities described in the Activities Schedule by:
- meeting Activity objectives and milestones,
 - meeting agreed timeframes,
 - using due care, professional ethics, skills and standards,
 - meeting all relevant Australian laws including but not limited to those named in the Standards, Policy and Legislation Schedule, and
 - implement all policies and standards named in the Standards, Policy and Legislation Schedule.
- 2.2 You must:
- properly manage funds,
 - quickly and clearly deal with any conflict of interest arising from this Agreement or the Activities under this Agreement,
 - meet all of your tax obligations,
 - meet employee superannuation and other obligations you have as an employer, and
 - follow your constitution.


'We', 'our' and 'us' refers to the State Agencies that are party to this Agreement.


'You' and 'your' refers to the Organisation receiving funding, also named as a party to this Agreement.

 The Guide has information on the guarantees we make to you.

Schedule 2 details the Activities.

Schedule 5 tells you where to find the policies and standards.

 The Guide discusses conflicts of interest and how to handle them.

 The Guide has more information on meeting your tax and superannuation obligations.


2.3 You can initiate and negotiate changes to an Activity and to timeframes, but we must agree to the changes.

See 9:
Agreement variation.

3. Your status

3.1 You guarantee that you:

- a. are either an incorporated association, a company, a registered cooperative, or registered Aboriginal corporation,
- b. meet all laws under which you are incorporated or registered,
- c. have an active Australian business number (ABN),
- d. are registered for goods and services tax (GST) if applicable for your organisation, and
- e. are financially solvent.


 The Guide has information on the meaning of guarantees you are required to make.

GST has the meaning as it has in the *A New Tax Systems (Goods and Services Tax) Act 1999*.

3.2 You will provide us evidence of your Organisation's status, if we ask for it.

3.3 You will advise us of changes to your Organisation's status.

3.4 Both you and we are independent of each other.

 The Guide provides more information.

4. Timeframes

4.1 The terms and conditions for Victorian Indigenous Funding Agreements will be reviewed at 30th June 2010. This Agreement will be in place until then.

See Schedule 2 for start and end dates for each Activity.
Note that you can negotiate to change start and end dates using the variations process (see 9)


4.2 You must start each Activity on the start date and finish it on the end date written in the Activities Schedule.

5. Funding and payments

5.1 All payments include funding, plus GST (where GST applies).




Funds/funding is the money you receive for the Activities in Schedule 2.

5.2 Invoices for payments made by you as the supplier or us as the recipient under a Recipient Created Tax Invoicing (RCTI) agreement, must clearly identify GST that is payable on the supply of the funded Activity.

 The Guide has sample invoices and explains RCTI agreements.

5.3 If we grant capital equipment or other types of support instead of, or as well as the funds, the terms and conditions of this Agreement still apply.

The guide describes capital equipment

5.4	The Payments Schedule shows your payment dates and amounts.	See Schedule 4.
5.5	For some Activities a level of Base Funding is indicated in the Payments Schedule. Base Funding will be adjusted by an Annual Price Index if that is indicated in the Payments Schedule.	<p> The Guide provides more information on Base Funding and the Annual Price Index, as well as funding that is tied to the volume of service delivery.</p>
5.6	For Activities where funding is tied to the number of units of services delivered, Base Funding may be adjusted to reflect actual service delivery levels for Activities. This will be an extra term and condition for the Activities this applies to.	
5.7	We do not have to fund any additional Activity costs other than to make an Annual Price Index adjustment to applicable Activities.	The Payments Schedule shows Activities that will have an Annual Price Index applied to them.
5.8	You must tell us if you receive funding for a scheduled Activity from another source.	<p> The Guide talks about why this is important</p>
5.9	If you told us that an Activity would be co-funded by other funding providers we may require evidence that you have secured the funding before we release payments.	<p> The Guide gives an example of Activity funding from multiple sources, and suggestions forms of evidence that will show that funding is secure.</p>
5.10	If you do not secure this funding, we may not release funds if the Activity can no longer be carried out. We may add extra terms and conditions to our Agreement for an Activity funded from multiple sources.	
5.11	<p>We may not release a payment in part or in full if:</p> <ul style="list-style-type: none"> a. you do not meet or report on a milestone that is tied to a payment, as specified as an extra term and condition for an Activity, or b. we suspend, reduce or end funding for an Activity or Activities as action resulting from a breach of this Agreement, or c. you have unspent or surplus funds, or d. Parliament has not made funds available to us. 	<p>See 16: Breach of Agreement.</p> <p>See 7: Unspent and surplus funds.</p>
5.12	<p>If none of the conditions named in 5.9 or 5.10 apply, we will make payments by the date shown in the Payments Schedule so long as:</p> <ul style="list-style-type: none"> a. you meet your Agreement obligations, b. Parliament make funding available to us, c. you use an interest-earning account under your sole control, and d. you invoice the funding Agency 14 days before a payment is due, if you do not have an RCTI agreement with the funding Agency. 	<p>If you have an RCTI agreement you do not have to invoice the funding Agency before each payment.</p>
5.13	<p>If Parliament does not make funds available to us we will tell you in writing as soon as practical and with at least 3 months notice:</p> <ul style="list-style-type: none"> a. adjust effected Activities and Payments schedules, or 	

b. stop funding for affected Activities without fault.

5.14 We will tell you in writing if:

- a. we will not make a scheduled payment, and
- b. if you must do something so we can release payments.

5.15 We will change the Activities and Payments Schedules if we approve:

- a. more funding for an existing Activity, or
- b. funding for a new Activity.

6. Using the funds

6.1 You must spend the funds on costs that are relevant to providing an Activity.

6.2 We will pay funds only into an interest-earning account.

6.3 You cannot use the following as security for any loan, credit or payment without our consent in writing:

- a. the funds, or
- b. assets we hold an interest in, or
- c. this Agreement, or
- d. our Agreement obligations.

6.4 We will only specify a line budget for Activity spending if the nature of the Activity provided by you warrants it. Extra terms and conditions apply to line budgets.


7. Unspent and surplus funds

7.1 Unspent and surplus funds for ongoing Activities and for project-based Activities are treated differently.


7.2 Unless there is an extra term and conditions stating otherwise, you can retain any unspent or surplus funds from ongoing Activities to use for a purpose that is related to the Activity objective, so long as:

- a. you comply with this Agreement, and
- b. you keep records on the use of these funds.


7.3 For project-based Activities that are not completed by the agreed end date, You must use the Agreement variation process to negotiate a new end date and to get our agreement to you using unspent funds to finish an Activity.

 The Guide gives an example of adding new Activities to an existing Agreement.


Security for some arrangements, like leasing, is permitted.


 The Guide has more information.

See 10: Assets

 The Guide provides information on why a line budget might be applied, and on working to line budgets.


If you do not finish an Activity by its end date and funds are left, these are unspent funds. If you finish an Activity, and funds are left, these are surplus funds.

 The Guide gives examples of ongoing Activities and of project-based Activities and explains why they are treated differently.


 The Guide gives examples of setting a new Activity end date.

- 7.4 We will not unreasonably stop you from using unspent funds and setting a new end date for an Activity if:
- you meet all other terms and conditions of this Agreement,
 - you can reasonably explain the delay in finishing the Activity,
 - we agree that the Activity should be finished, and
 - we believe you can meet the Activity’s objectives.

7.5 For project-based Activities where the project is complete and there are surplus funds, you must use the Agreement variation process to negotiate a new purpose for funds and to get our agreement to you keeping surplus funds for that purpose.

 The Guide gives examples of surplus funds, and the process to agree on new ways to use them.

- 7.6 We will not unreasonably stop you from using surplus funds if:
- you meet all terms and conditions of this Agreement,
 - we agree that the new funding purpose will meet the funding program objectives, and meet a need that is a priority, and
 - we believe you can achieve what you plan to do.

 The Guide gives examples of surplus funds, and agreeing on new ways to use them.

7.7 We will discuss any project-based unspent or surplus funds with you and give you a decision in writing on whether or not you can retain them. If you disagree with this, you must tell us within 10 business days.

See 15: Resolving Disputes.


7.8 If we do not agree to you using unspent or surplus funds, we will deduct them from our future payment(s). If another payment is not scheduled, you must repay us within 30 or more days of notice, as we specify.

If you need to repay funding we will let you know how to do this.

8. Adjustments to the Agreement

- 8.1 We will give you notice of adjustments to this Agreement which are:
- an increase in payments due to price indexation, or
 - minor funding increases, or
 - agreed minor changes to the Activities Schedule.

Adjustments are small changes to the Agreement as listed in this clause.


 The Guide lists types of minor changes.

9. Variations to the Agreement

9.1 You must discuss any variation that you want to make to an Activity or its terms and conditions with us. We need to agree to any change(s).

A variation is a more substantial change to the Agreement.

9.2 We must discuss any variation that we want to make to an Activity or its terms and conditions with you. You need to agree to any change(s).

 The Guide outlines the key points that will guide agency decision making when considering whether or not to agree to variations.

 The Guide explains


- 9.3 You and we must use a Request for Variation form to request a change to the Agreement and to explain the reason(s) for it.
- 9.4 Agreed variations are shown in a mutually signed Deed of Variation.
- 9.5 The dispute resolution process cannot be used to make you or us agree to a variation.
- 9.6 Mutual agreement is not needed to end this Agreement or to take an action because of a breach, as these are not variations.


how the variations process works. It has a sample completed Request for Variation form, and a Deed of Variation.

In line with clause 1 we will explain in writing if we don't agree to a variation.

10. Assets

- 10.1 You must keep an asset register for all capital equipment items that you buy for \$3,000 or more.
- 10.2 You must register the relevant funding agency's name against any asset you buy with funding, or show in the register the percentage of the total cost of the asset that was paid for with agency funding.
- 10.3 The asset register must be in line with Australian accounting standards and included in any audit.
- 10.4 We hold an interest in assets you buy with funding, for the time of this Agreement or the Activity, whichever is shorter.
- 10.5 If you lose damage, destroy or sell any assets that we hold an interest in, you must repair or replace them and record this in the asset register.
- 10.6 All assets that we hold an interest in must be used to support delivery of relevant funded Activities. You bear all risks and all running costs, including insurance and registration costs, for these assets.
- 10.7 We release our interest in minor assets at the end of the Agreement or Activity, which ever is sooner unless the asset can be used to support an ongoing Activity.
- 10.8 We may set extra terms and conditions for major assets, such as who owns them beyond the life of the Agreement. Major assets are:
 - a. assets with a purchase price of more than \$20 000, and
 - b. all land and buildings.


 The Guide has an example assets register and a blank template. It also discusses the accounting standards.

 The Guide discusses minor and major assets.

10.9 If an Activity or this Agreement ends before the end date(s), you must transfer all assets that we hold an interest in to us, unless we agree in writing otherwise.

10.10 You need our approval in writing before you use an asset we hold an interest in:

- a. as security, or
- b. to sell or otherwise dispose of it, or
- c. a way that is not related to delivering the Activity.

 The Guide has more information on the expectation that you use assets in ways that are relevant to Activities.

11. Records and expenditure reporting

11.1 You must keep clear and accurate records about Activities included in this Agreement. We may ask to access these records as part of our monitoring process.


Records include documents, information, accounts and data.

11.2 Your financial records on your funding and related spending must meet the laws for an organisation of your status.

11.3 You agree to provide annual financial reports named in the Reporting Requirements Schedule within 90 days of the financial year-end. We can extend this deadline by 1 month, if you can show us why you need more time.

See Schedule 3.

11.4 You agree to provide any additional financial reports listed in the extra terms and conditions for an Activity.

 The Guide has samples of financial reports.

11.5 You must follow all Australian auditing laws and our financial report guidelines. We may not accept reports that do not meet this requirement.

11.6 If the law requires you to do an annual report, you must give us a copy within 1 month of your annual general meeting.


12. Performance reporting requirements


12.1 You agree to provide us with milestone and performance reports, and any data required by:


- a. the Reporting Requirements Schedule,
- b. the Activities schedule, and
- c. any Policy and Funding Plan(s) that you must follow.

13. Monitoring and review

- 13.1 We must tell you as soon as we are able to, of anything that may have an adverse affect on your performance of an Activity, or this Agreement.
- 13.2 You must tell us as soon as you learn of anything that may have an adverse affect on your performance of an Activity, or this Agreement.
- 13.3 We and you will work together and respond to reasonable requests from one another.
- 13.4 We have a role in monitoring how you do Activities. You agree that we may reasonably ask you to support us to do this.
- 13.5 We will meet with you once a year or more often if mutually agreed, to review this Agreement. We will work with you in good faith to resolve any issues that this review identifies that affect the Activity, or the Agreement overall.
- 13.6 We may do a performance review of you or a funded Activity at any reasonable time:
- if we become concerned about your performance in providing an Activity, or
 - as part of our usual performance monitoring procedures.
- 13.7 We can, at our expense, conduct an audit of your organisation at any reasonable time if we:
- are concerned that your financial affairs may stop you from following this Agreement, or
 - find out that your financial viability could be a funding risk, or
 - need to investigate allegations or suspected misuse of funding, or
 - need to check that you are using the funding for the agreed purpose.
- 13.8 You agree to:
- cooperate with us during an audit or performance review, and
 - give us all the audit or performance review material 14 days after we ask for it in writing.


 The Guide gives an example of working together and identifying problems early.

 The Guide suggests a process for a review of the Agreement.

 The Guide talks about the performance review and audit process.

14. Subcontracting

- 14.1 You may subcontract an Activity, either fully or in part, if we agree to it in writing. We may give conditions as part of our agreement to subcontracting.
- 14.2 If we do not agree to you subcontracting an Activity, we will tell


 The Guide has information on what we need to know before we consider you using a subcontractor to delivery Activities.


you why in writing.


- 14.3 You cannot dispute our decision to refuse approval for you to subcontract any part of an Activity.
- 14.4 If we agree that you can use a subcontractor, your obligations do not change, and you must:
- a. be satisfied that the subcontractor can and does satisfactorily provide the subcontracted Activities fully or in part,
 - b. enter into a contract with the subcontractor with terms and conditions that enable you to continue to meet your obligations under this Agreement, and
 - c. be able to end your contracts with subcontractors if they do not meet their obligations, or we stop funding the Activity.


15. Resolving disputes

- 15.1 Both you and we will work together in good faith to endeavour to resolve disputes between us.
- 15.2 Both you and we must discuss any dispute as soon as possible, and make notes of the discussion.
- 15.3 If a discussion does not settle a dispute, whoever raised it should give notice of:
- a. what is in dispute,
 - b. suggested ways forward, and
 - c. the timeframe for action.
- 15.4 A meeting to resolve a dispute must:
- a. be held as soon as possible,
 - b. be at an agreed place, and
 - c. give advance notice of who will be at the meeting and their role(s) in the discussion.
- 15.5 If a meeting does not resolve a dispute, we will use the formal dispute resolution process of the relevant funding agency.
- 15.6 Clause 17 covers altering, suspending to ending the Agreement where there is fault. If you believe that we want to wrongfully take action in line with clause 17, you can dispute this unless:
- a. a dispute resolution process has already resolved that altering, suspending to ending the Agreement with fault is appropriate, or
 - b. we are taking action to immediately suspend the Agreement in circumstances named in sub clause 17.3
- 15.7 The dispute resolution process cannot be used for disagreements about:

 The Guide has information on continuing to meet your obligations when subcontracting.

 The Guide has a sample letter.


 The Guide has steps to follow in resolving disputes, and who should be involved.

 The Guide tells you about minimum standards for each Agencies disputes resolution process.


- a. approval or not of subcontracting, or conditions for subcontracting, or
- b. approval or not of a variation.


16. Breach of Agreement


- 16.1 Failure to meet the obligations of this agreement is a breach of the Agreement.
- 16.2 We will work with you to remedy a breach of the Agreement.
- 16.3 You and we agree to use the dispute resolution process for a disputed breach.
- 16.4 You must tell us if you believe we have not met or have breached the Agreement. We must:
 - a. tell you if we can remedy it easily,
 - b. act quickly to remedy the breach where we can meeting agreed timeframes, and
 - c. work with you where this is required to resolve our breach.
- 16.5 To formally notify us of our breach, write to us and:
 - a. outline the breach, and
 - b. give us a timeframe to resolve it. This must be at least 30 days from the date of your written notice.
- 16.6 If you are financially disadvantaged by our breach, we will remedy the financial disadvantage that is caused by our breach.
- 16.7 We will vary this funding Agreement, by making changes to the Activity or timeframes if required to support you to manage the implications of our breach.
- 16.8 We must tell you if we believe you have not met or have breached the Agreement. You must:
 - a. tell us if you can remedy the breach easily, and
 - b. act quickly to remedy the breach where you can meeting agreed timeframes.
- 16.9 If the breach cannot be remedied easily we will write to you and:
 - a. outline the breach, and
 - b. give you a timeframe to resolve it. This will be at least 30 days from the date of our written notice.
- 16.10 As part of a breach remedy, we may develop an Action Plan with


 The Guide gives examples of how to work through a breach.

See 15: Resolving disputes.

 The Guide gives a sample letter.

 The Guide gives more information.

 The Guide gives more information.

 The Guide gives a sample letter.

It also gives an example of an Action Plan.

you to identify:

- a. extra support that we may provide, and
- b. one another's roles and responsibilities, and timeframes for actions to resolve a breach.

16.11 Where a breach is about a specific Activity, we will take action about only that Activity, unless we see a pattern of breaches across Activities that suggest you may not be able to meet your overall obligations.

17. Altering, suspending or ending the Agreement where there is fault

17.1 If you do not satisfactorily resolve a breach for an Activity in the timeframe nominated in a notice of breach or Action Plan (whichever is later) we may:

- a. suspend Activity funding until you do so, or
- b. vary the funding, budget, or expected outcomes of an Activity, or
- c. end our support for an Activity.

17.2 If you do not satisfactorily resolve a breach of the overall Agreement in the timeframe nominated in a notice of breach or Action Plan (whichever is later) we may:


- a. suspend all Agreement funding until you do so, or
- b. change the overall Agreement's funding, budget, or expected outcomes, or
- c. end the Agreement.


17.3 There are some circumstances where we may immediately suspend an Activity or this Agreement, by withholding all related payments that are due and directing you to stop Activities until the breach is resolved. These are:

- a. when you have failed to act on proven or suspected serious harm caused by your representative, member or employee to the clients of a health, welfare, education or community Activity that you provide, or
- b. your gross misuse of funds, or gross inability to manage assets you hold in trust, or
- c. a breach of law.

17.4 This Agreement may be immediately ended if:

- a. you or we cannot or do not meet all financial obligations, or
- b. you have a change in control that may be reasonably considered to have a poor effect on your capacity to meet your obligations under this Agreement, or
- c. you or we do not satisfactorily address a serious breach as described in 17.3.

 The Guide gives an example of an agency following up when a breach is not resolved.


 The Guide gives more information about a change in control.

- 17.5 If we end an Activity under this Agreement or the overall Agreement, you:
- a. must give us an up-to-date set of financial statements within 1 month,
 - b. must return all unexpended Activity funds to us,
 - c. must return all registered assets held in trust to us unless we tell you otherwise, and
 - d. may need to refund funding that we have paid you if there has been a gross misuse of funds.

The Guide gives an example of stopping a funded Activity, and follow up actions.


18. Ending the Agreement without fault

- 18.1 You or we may end this Agreement at any time by giving one another at least 3 months notice in writing.
- 18.2 Whoever ends the Agreement must pay the reasonable direct costs of ending it, except for loss-of-profit costs and liabilities. These costs must be minimised.

 The Guide has more information on costs that will and won't be covered.


19. Personal and health information

- 19.1 Where an Activity requires you to handle Personal and/or Health information as it is legally defined, you must protect the privacy of that information.
- 19.2 Any obligations you have for protecting Personal and Health information are given in the extra terms and conditions. We will give you information about these obligations.

 The Guide has more information fulfilling your obligations related to Personal and Health information.

20. Disclosing information about this Agreement

- 20.1 Either you or we may disclose information about the content of this written Agreement, including its schedules, unless:
- a. the information is a trade secret, or
 - b. disclosing the information will mean that you are unreasonably disadvantaged.
- 20.2 If a State Auditor-General or Ombudsman asks you or us for confidential information about the conduct of Activities under this Agreement, it must be given to them as they direct.

 The Guide describes the different sorts of information that can be shared under 20.1 and 20.2, and why these differences exist. It also describes trade secrets and unreasonable disadvantage


21. Using State material

- 21.1 All State material that we give you for the purpose of carrying out obligations and Activities under this Agreement belongs to the State. You can keep and disclose it unless:
- a. we tell you in writing or in extra terms and conditions that you cannot do so, or
 - b. the material is marked as confidential information.

State material is all documents, software, goods, information and data.

22. Intellectual property


- 22.1 You and we retain all the background intellectual property rights that we own.
- 22.2 You own all the intellectual property rights in all material created by you in undertaking Activities in this Agreement (Activity generated intellectual property), unless the extra terms and conditions state otherwise.
- 22.3 You must properly manage your Activity-generated intellectual property.
- 22.4 You agree to grant us a royalty-free Licence over:
- a. the Activity-generated intellectual property,
 - b. any Background or third party intellectual property required for us to share the full benefit of the Activity and this Agreement.
- 22.5 This Licence does not extend to the use of intellectual property that is based on, or related to Indigenous cultural knowledge.
- 22.6 You must get all the consents you need to grant the Licence to us, including the moral rights. You guarantee that you have the right to grant the Licence.
- 22.7 You agree to give us copies of materials that are your intellectual property, but which we have a Licence to access, when we ask you to. You must provide this in a format that allows us to fully use our licence rights.
- 22.8 You need our agreement in writing before you accept co-funding, or use a person or an entity to deliver an Activity in a way that may affect this Licence.

 The Guide discusses different types of intellectual property and how it should be managed.

It also describes what is meant by background intellectual property and Activity generated intellectual property.

A royalty would be a specific payment made to somebody to use their intellectual property.

This Agreement does not grant the State any ownership of, or licence to use, your intellectual property that is related to Indigenous cultural knowledge.

 The Guide tells you what you need to know about granting a licence.

23. Promotions and acknowledgements

- 23.1 You will acknowledge funding Agencies in all Activity material that you publish and any funded Activities that you promote. You must use our format(s) and follow our guidelines.

📖 See the Guide for the guidelines you need to follow to acknowledge our funding.

24. Risk management, indemnity and insurance

- 24.1 You must use the highest level of care and skill not to cause loss or damage to anyone's property, or cause personal injury or death to anyone in meeting your obligations.

- 24.2 You indemnify us against a claim from anyone for loss of, or damage in respect of:

- a. property,
- b. death or personal injury,
- c. a third-party intellectual property breach, and
- d. a breach of privacy legislation applicable to this Agreement,

caused by a breach by your organisation of its obligations under this Agreement, or by a breach by your organisation of any statutory duty, or by an illegal act or negligent act or omission by the Organisation in the course of providing the Services under this Agreement.

📖 The Guide provides more information on indemnity, and suggests types of insurance cover you may need.

You may already have some required insurance cover under the Victorian Managed Insurance Agency's *Community Services Organisation* scheme. There is more information on this scheme in the Guide.

- 24.3 Your indemnity liability is reduced by the extent of our contribution to any loss or damage caused through our unlawful or negligent acts.

- 24.4 You must maintain current appropriate insurance, including:

- a. general (public and products) liability insurance, with at least \$10 million cover for any one claim,
- b. property insurance, sufficient to protect and replace any assets that you buy with funds,
- c. worker's compensation insurance required by law,
- d. Cover for volunteers if you have any, and
- e. any other legally required insurance.

- 24.5 You must provide us proof of any insurance if we ask for it.

25. Notices

- 25.1 You and we agree to put any notice, approval, consent or other communication about this Agreement in writing. An authorised person must sign this.

25.2 Notice is served:

- a. on the day a letter is hand-delivered, if it is before 4.30 pm and on a business day. If not, then notice is served on the next business day, or
- b. 3 business days after the date a letter is posted, or 7 business days after the postdate for airmail, or
- c. by email when the sender receives a confirmation that the email is in the recipient's mailbox, or
- d. on the date of the sender's fax transmission confirmation report if:
 - the report says there is an error-free transmission,
 - the transmission is before 4.30 pm in the recipient's time zone, and on a business day. If not, then notice is served on the next business day, and
 - the recipient does not tell the sender within 1 business day that the transmission was incomplete or garbled.

A business day is when major trading banks are open. This does not include a Saturday, Sunday or public holiday.

26. Relevant laws

- 26 The laws of Victoria govern this Agreement. You and we will submit to the non-exclusive jurisdiction of its courts, including courts for hearing appeals.