



Australian Government

Department of Education, Employment and Workplace Relations

[STO Building Address line 1]
[City, State/Territory, Post Code]
Telephone: 13 36 84
TTY: 1800 554 609
Website: www.deewr.gov.au

Agreement Ref: [PS_AgreementId_A6]

[Today's Date]

[PS_OrganisationLegalName_S71]
[PS_MailingAddressBuilding_S60], [PS_MailingAddressStreet_S63]
[PS_MailingAddressSuburb_S64] [PS_MailingAddressState_S62]
[PS_MailingAddressPostcode_S61]

Letter of Offer – Funding under the Community Support Program 2012-2013

Dear Sir/Madam,

I am pleased to advise that We (the Department of Education, Employment and Workplace Relations) have approved funding under Our Community Support Program for You (**[PS_OrganisationLegalName_S71]**) to undertake the Activity in accordance with the attached Agreement.

If You believe that You will have difficulties complying with any part of the Agreement, You must resolve these before executing this Agreement. If You are uncertain about any aspects of this Agreement You should seek independent legal advice before execution.

If You wish to undertake the Activity on the terms and conditions set out in the Agreement, please:

- (a) check and if necessary, amend or complete the bank account details in the table at item A1.1 of the Activity Schedule(s);
- (b) complete the details at items T2.1 and T2.2 of the Activity Schedule(s) specifying the details of Your contact person for the Activity Schedule(s). The contact person must be a person who is appropriate to receive notices under this Agreement which We send to You; and
- (c) complete the execution page (page 3 of this document) on both copies of the Agreement by:

- (i) having person(s) authorised by You to enter into a legally binding contract (in accordance with any requirements You have for executing a legally binding contract) sign in the appropriate place(s); and
- (ii) entering the date You sign the Agreement in the appropriate place (under the heading 'YOUR SIGNATURE(S)');

You should return one copy of the Agreement, signed and completed as set out in paragraphs (a) to (c) above, to Us within 30 days of the date of this letter. The Agreement will commence on the day We receive one copy of this Agreement signed and dated by You.

If You have any questions about this offer, please contact the Departmental Officer who is specified in Item T of each Activity Schedule. We may also nominate another Departmental Officer if We notify You in writing.

Yours sincerely,

[DEEWR Signatory Name]

[State] State Manager

for and on behalf of the Commonwealth of Australia

PARTIES

THE COMMONWEALTH OF AUSTRALIA ('Commonwealth') represented by and acting through the Department of Education, Employment and Workplace Relations ABN 63 578 775 294 ('We', 'Us', 'Our')

and

[PS_OrganisationLegalName_S71] ABN [PS_ABN_S3] ('You', 'Your').

YOUR SIGNATURE(S)

Executed by the parties as an agreement on day of 2012

(Please insert date, above)

Signed for and on behalf of [PS_OrganisationLegalName_S71] by:

(Printed name)

(Printed name)

(Position)

(Position)

(Signature)

(Signature)

in the presence of:

(Printed Name of witness)

(Witness's signature)

ACTIVITY SCHEDULE FOR BUDGET BASED FUNDED CHILD CARE SERVICES

A. Application of this Activity Schedule and interpretation (clause 40)

Application of this Activity Schedule

A1.1 This Activity Schedule applies to each of the following Budget Based Funded child care services:

Agreement Schedule ID	Service name	Service address	Payee name	BSB Number	Account Number	Payment Type	Type of service	Total amount of Funding for 2012-2013 (exclusive of GST)
[AS_Id_A250]	[AS_OrganisationName_A82]	[AS_OrganisationBusinessAddressBuilding_A66], [AS_OrganisationBusinessAddressStreet_A69], [AS_OrganisationBusinessAddressSuburb_A81], [AS_OrganisationBusinessAddressState_A70], [AS_OrganisationBusinessAddressPostcode_A67]	[AS_PayeeName_A100]	[AS_BankAccountBSBNumber_A17]	[AS_BankAccountA16]	Budget Based Funding	[AS_PrimaryServiceType_A124]	[\$AS_AgreementScheduleFinancials_Contract Value_A213]

Interpretation

A1.2 In this Activity Schedule:

'service' means a budget based funded child care service specified in the table in item A1.1.

A1.3 Each service is either:

- (a) Flexible – a flexible/innovative service;
- (b) Mobile – a mobile service;
- (c) MACS – a Multifunctional Aboriginal Children's Service;
- (d) Indigenous Playgroup – an Indigenous playgroup service;
- (e) ASC – after school care service;
- (f) BSC – before school care service;
- (g) VAC – vacation care service;
- (h) OSHC – outside school hours care service; that is, ASC and VAC services; or
- (i) Crèche – a crèche service, including a crèche service under the Commonwealth's Jobs, Education and Training program, or

as specified for that service in the column 'Type of service' in the table in item A1.1.

B Program and Guidelines (clause 7)

B1.1 The Program is the Community Support Program.

B1.2 The Guidelines are the *Community Support Program Guidelines*.

B1.3 We may, from time to time:

- (a) change the name; or
- (b) amend the content,

of the document listed in item B1.2.

B1.4 The Guidelines as in force from time to time are available at Our website.

C Activity (clause 7)

Description of the Activity

C1.1 The name of the Activity is: 'Assistance in operating Your Budget Based Funded child care service(s)'.

C1.2 The Activity consists of, in relation to each service, You operating that service in accordance with this Agreement. As part of the Activity, You must deliver the Milestones specified in items F1.1 or F1.2.

C1.3 You must deliver each service in accordance with the requirements and obligations specified in the Guidelines for the Type of service (as specified in the table at item A1.1 for the service).

Note: We consider that a failure to comply with item C1.3 is a breach of this Agreement.

Activity Goals

- C2.1 In relation to each service, You must throughout the Term, to Our satisfaction, use Your best efforts to:
- (a) provide a quality child care service that meets the needs of families and the community (or communities if the service has outreach or mobile provision);
 - (b) provide affordable and cost effective activities designed to enhance early childhood learning, based on the needs and interests of the children, including the cultural, physical, social, emotional, language and learning development needs;
 - (c) create an environment that acknowledges and strengthens the cultural identity of the children attending Your service and promotes an educational focus for children and families;
 - (d) ensure children are supervised at all times;
 - (e) ensure reasonable precautions are taken to protect children from harm and any hazard likely to cause injury;
 - (f) ensure a staff member who has completed a current approved first aid qualification is on duty at all times;
 - (g) implement arrangements to effectively manage Serious Incidents;
 - (h) develop and maintain sound business and financial management practices including income and expenditure planning; and
 - (i) build the capacity of the service to achieve and maintain full utilisation.

Eligibility to receive the Funding

- C3.1 You must, throughout the Term, in relation to each service, deliver the service at the 'Service address', as specified in the table at item A1.1 and at any other address(es) that may be specified in the Approved Service Work Plan and Budget Report for a service, and comply to Our satisfaction with:
- (a) all the requirements of Commonwealth, state and territory laws, regulations and licensing requirements applicable to the service;
 - (b) the Guidelines;
 - (c) the approved Service Work Plan specified in the approved Service Work Plan and Budget Report specified in item M3; and
 - (d) the requirement to implement a fee setting and collection policy for the service, except where this would contravene applicable state or territory legislation, and ensure that any fees paid by a family under Your fee setting and collection policy are based only on the family's capacity to pay.

Note: For the purposes of Clause C3.1, if you are Mobile Child Care Service, the services addresses for the service will be specified in the Approved Service Work Plan and Budget Report.

- C3.2 Unless authorised in writing by Us, in Our absolute discretion, You must not claim Funding under this Activity Schedule for a service specified in the table at item A1.1 for a period of time during which that service is approved for the purposes of the family assistance law.

Note: a service approved for the purposes of the family assistance law is authorised to administer child care benefit. We may in Our sole discretion authorise a service approved for the purposes of family assistance law to receive Funding as a budget based funded child care service. Such authorisations will be reviewed by Us annually.

- C3.3 If, in relation to a service, You fail to comply, at any time during the Term, with all the requirements in items C3.1 and C3.2 You cease to be eligible to receive Funding under this Agreement for that service and We may terminate this Agreement or reduce its scope in accordance with clause 29 [Termination with costs and reduction] of this Agreement, with effect on and from the day on which the failure to comply first occurred.

Purposes for which the Funding may be spent

- C4.1 Subject to items C5.1 and C6.1, in undertaking the Activity You must ensure that the amount of the Funding provided by Us for each service is spent only in relation to that service and only for day to day costs of operating the service.

Purposes for which the Funding may not be spent under this Agreement

- C5.1 You must not spend any of the Funding on any of the following:
- (a) costs of Your incorporation or incorporating any service;
 - (b) programs or the provision of services that are not essential for the delivery of a quality service to meet the needs of local families;
 - (c) support for political activities (for example, phone calls, printing);
 - (d) paying rent for premises not used in direct service delivery;
 - (e) overseas travel;
 - (f) any expense that could be claimed under a current insurance policy;
 - (g) the purchase of real estate; or
 - (h) loans to individuals or organisations.

Purposes for which the Funding may be spent under this Agreement but only with Our prior approval

- C6.1 In undertaking the Activity You must not, without Our prior written approval, spend any of the Funding on any of the following:

- (a) costs of, or associated with, any relocation of a service;
- (b) the purchase of an asset with a price or value over \$5,000 (inclusive of GST);

Note: You must not use the Funding to purchase or create any asset with a value of more than \$5,000 unless that asset is specified in item 1 or We give Our written approval in accordance with clause 12.1.

- (c) the purchase of a motor vehicle or a trailer; and

Note: We will only consider approving purchase of a motor vehicle or a trailer where We are satisfied that lease arrangements are not available or if available are not financially viable.

(d) any capital works costing over \$10,000 (inclusive of GST).

C6.2 In items C5.1 and C6.1, 'capital works' includes:

- (a) any construction or building works;
- (b) works to refurbish, repair or maintain buildings; and
- (c) landscape works, including outdoor play areas.

Other obligations

C7.1 You must inform Us immediately if at any time You become aware of:

- (a) any change or impending change to the address(es) of a service;
- (b) any matter or incident that could bring the Activity into disrepute;
- (c) any matter or incident that could negatively impact on Your ability to meet Your obligations under this Agreement, including informing Us of the cause and nature of the negative impact and the steps You will take to limit the negative impact.

D Activity Period (clause 7)

D1.1 Unless item D1.2 applies, the Activity Period for each service starts on 1 July 2012.

D1.2 Not applicable.

Note: this item D1.2 is used if the Activity Period of a service starts during the course of a financial year.

D2.1 Unless item D2.2 applies, the Activity Period for each service ends on the later of:

- (a) 30 June 2013; or
- (b) unless otherwise specified in accordance with clause 5, the last day of any extension of this Agreement made in accordance with clause 5,

unless this Agreement is earlier terminated, in which case the Activity Period ends on the day on which this Agreement is terminated.

D2.2 Not applicable.

Note: this item D2.2 is used if the Activity Period of a service ends during the course of a financial year.

E Budget (clause 7)

E1.1 In relation to each service, the Budget for the service is the approved Budget in the approved Service Work Plan and Budget Report as specified in item M3.

E1.2 You must ensure that the Funding is spent in accordance with the approved Budget.

F Milestones and Funding (clauses 7, 8 and 9)

Milestones

F1.1 Subject to item F1.2, You must:

- (a) for each financial year during the Term carry out the Activity in relation to each service to Our satisfaction and in accordance with, and by the due dates for, the Milestones set out in the following table:

Milestone number	Details of report due dates and payment	Description of Milestone or payment
1.	<u>31 July</u>	Advance payment of 25 per cent of the amount of Funding specified for the service for the applicable financial year in the table at item A1.1.
2.	Service Work Plan and Budget Report <u>31 August</u>	Completion to Our satisfaction of Your Service Work Plan and Budget Report for the period 1 July to 30 June. <i>Note: the Service Work Plan and Budget Report must include, but is not limited to, information regarding:</i> <ul style="list-style-type: none"> • Your service details; • the services You provide; • standard operating hours of Your service; • mobile child care services (if applicable); • Your service’s staff and qualification details; • details on how You intend to continually improve Your service’s quality; and • Your service’s Budget.
	Payment on completion of Milestone 2	25 per cent of the amount of Funding specified for the service for the applicable financial year in the table at item A1.1.
3.	Utilisation Report <u>30 November</u>	Completion to Our satisfaction of Your Utilisation Report for the period 1 July to 30 October. <i>Note: the Utilisation Report must include, but is not limited to, information regarding:</i> <ul style="list-style-type: none"> • Your service details; • the services You provide; • the number of children attending each day during the specified two week period within the reporting period; and • the number of children enrolled during the specified two week period within the reporting period.
	Payment on	25 per cent of the amount of Funding specified for the service

Milestone number	Details of report due dates and payment	Description of Milestone or payment
	completion of Milestone 3	for the applicable financial year in the table at item A1.1.
4.	Service Progress Report Financial Report <u>31 March</u>	Completion to Our satisfaction of Your: <ul style="list-style-type: none"> (a) Service Progress Report for the period 1 July to 1 March. (b) Financial Report for the preceding financial year (if applicable). <i>Note: the Service Progress Report must include, but is not limited to, information regarding:</i> <ul style="list-style-type: none"> • <i>an update of Your service details;</i> • <i>details about Your progress towards continual improvement in Your service’s quality; and</i> • <i>service budget financial report detailing income and expenses against the approved budget.</i>
	Payment on completion of Milestone 4	25 per cent of the amount of Funding specified for the service for the applicable financial year in the table at item A1.1.

and

- (b) within six calendar months after the last day of the Activity Period, provide Us with a Financial Report to Our satisfaction in relation to the last financial year of the Activity Period.

F1.2 If the Activity Period for a service starts during a financial year:

- (a) the Milestones in the table at item F1.1 do not apply to that financial year for that service; and
- (b) You must carry out the Activity in relation to that service in that financial year to Our satisfaction and in accordance with, and by the due dates for, the Milestones We notify You in writing.

Funding – general

F2.1 Subject to Your compliance with this Agreement, We will pay You the amount of Funding specified for each service in Item A1.1 in four equal instalments, in accordance with the table in Item F1.1.

F2.2 Any income earned or generated by You from Your use of the Funding, including:

- (a) interest earned from the investment of the Funding;
- (b) any fees paid to You by a person for the provision of the services You are required to provide by item C1.2; and

- (c) if clause 12 applies:
 - (i) the proceeds of insurance paid to You to replace an Asset to the extent that the proceeds exceed the amount actually paid by You to replace the Asset; and
 - (ii) the proportion of any income received by You as a result of Your use of an Asset that corresponds to the proportion of the total cost of acquiring the Asset that was met by the Funding,

must be spent by You only on the Activity and in accordance with this Agreement, and You must comply with clause 17 in respect of that income, as if that income was Funding paid to You under the Agreement.

- F2.3 In relation to the payment of an instalment of the Funding payable to You in accordance with item F2.1, either:
- (a) We may issue You with a recipient created tax invoice in accordance clause 9.4, and if We do so, We will pay You the amount of the instalment not later than 30 days after We issue You with the recipient created tax invoice; or
 - (b) if We do not issue You with a recipient created tax invoice in accordance clause 9.4, You must provide Us with a tax invoice properly rendered in accordance with item G, and We will pay You the amount of the instalment not later than 30 days after We receive it.
- F2.4 Notwithstanding item F2.1, if an Activity Period for a service starts during a financial year the amount of Funding payable in that financial year in relation to that service is reduced pro rata. Subject to Your compliance with this Agreement, including compliance with Your obligations under item F1.2(b) in relation to the service, We will pay You the Funding in relation to that service for that financial year in the amount and in such instalments as We notify to You in writing.

G Invoice requirements (clause 9)

- G1.1 Invoices forwarded by You must be correctly addressed to Us.
- G1.2 If an invoice relates to a taxable supply made under this Agreement, the invoice must comply with the requirements for a tax invoice, as specified in the *A New Tax System (Goods and Services Tax) Act 1999*.

H Accounts (clause 10)

- H1.1 The account details for each service are specified in item A1.1.

I Assets (clause 12)

Description of Assets

- I1.1 None specified.

Assets register

- I2.1 Not applicable.

J Subcontractors (clause 13)

J1.1 None specified at the Start Date.

K Specified personnel (clause 14)

K1.1 None specified at the Start Date.

L Acknowledgement and publicity (clause 15)

L1.1 You must acknowledge Our support as follows:

“The Australian Government provides financial support for this Budget Based Funded Child Care service under the Community Support Program”.

M Reports (clause 17)

General

M1.1 You must provide Us with the following Reports each financial year for each service:

- (a) one Service Work Plan and Budget Report;
- (b) one Utilisation Report;
- (c) one Service Progress Report; and
- (d) one Financial Report,

and, if at any time in Our sole discretion We require it, You must provide Us with an Additional Financial Report that relates to the expenditure and acquittal of Funding in accordance with Our directions and which is independently audited by a person satisfactory to Us, and You must pay for the cost of such an audit if We require You to do so.

M1.2 You must provide Us with one electronic copy (in the format specified by Us from time to time) of each Report specified in item M1.1(a) to (c), unless We agree to accept submission of the Reports in hard copy form because electronic submission is impractical for You.

M1.3 You must provide Us with one electronic copy (as a scanned copy of the original document sent to you as a pdf or facsimile or in the format specified by Us from time to time) of the Report specified in item M1.1(d), unless We agree to accept submission of the Reports in hard copy form because electronic submission is impractical for You.

M1.4. You must provide each Report by its due date as specified in the table in item F1.1, unless item F1.2 applies in which case You must provide the Reports We notify You that You must provide, by the due dates We specify for those Reports.

Financial Report

M2.1 For each service for each financial year, You must provide Us with a completed Financial Report as follows:

- (a) if the total amount of Funding payable under this Activity Schedule for all services is \$100,000.00 (excluding GST) or more, You must provide Us with a Financial Report which complies with the requirements of:
 - (i) clause 17.2 of the terms and conditions; or

- (ii) clause 17.6, but only if clause 17.6 of the terms and conditions applies to You; or
 - (b) if the total amount of Funding payable under this Activity Schedule for all services is less than \$100,000.00 (excluding GST), You must provide Us with a Financial Report which complies with the requirements specified in either:
 - (i) item M2.1(a); or
 - (ii) item M2.2.
- M2.2 The requirements for a Financial Report provided in accordance with item M2.2(b)(ii) are that the Financial Report must, in relation to each service:
- (a) be certified by one of Your officers authorised by You to do so;
 - (b) be in relation to:
 - (i) the Funding provided by Us under this Agreement; and
 - (ii) any income as specified in F2.2;
 - (c) provide a separate breakdown of income and expenditure in respect of the Funding for the service;
 - (d) verify that You have spent the Funding in accordance with this Agreement; and
 - (e) provide information on any other matters We for accountability purposes reasonably require.

Note: The financial reports provide the Department with information about how the allocated funding was expended and whether the funding was expended in accordance with the Guidelines and this Agreement.

Service Work Plan and Budget Report

- M3.1 You must, for each service for each financial year:
- (a) provide Us with a Service Work Plan and Budget Report, using the form which We provide to You and complying with any directions We make in relation to the form; and
 - (b) If required by Us, amend the draft Service Work Plan and Budget Report in accordance with Our directions and resubmit it to Us within the time period We specify.
- M3.2 After We are satisfied with the draft Service Work Plan and Budget Report for a service, as amended in accordance with Our directions, We will approve the Service Work Plan and the Budget Report for the service.

Utilisation Report

- M4.1 For each service for each financial year, You must provide Us with a completed Utilisation Report, using the form which We provide to You and complying with any directions We make in relation to the form.

Service Progress Report

M5.1 For each service for each financial year, You must provide Us with a completed Service Progress Report, using the form which We provide to You and complying with any directions We make in relation to the form.

N Commonwealth Material (clause 18)

N1.1 None specified.

N1.2 [Reserved].

O Activity Material (clause 19)

Activity Material

O1.1 Not specified.

P Confidential Information (clause 20)

Our Confidential Information

P1.1 None specified.

Your Confidential Information

P2.1 None specified.

Q Protection of Personal Information (clause 21)

Q1.1 Not specified.

R Insurance (clause 25)

R1.1 You are not required to have Professional Indemnity Insurance in relation to an ASC, BSC, VAC or OSHC service.

Note: Please refer to Clause 25 for details regarding Your standard insurance requirements.

S Compliance with laws and policies (clause 36)

Compliance with Laws

S1.1 You acknowledge that:

- (a) You must comply with any obligations You have under the *Equal Opportunity for Women in the Workplace Act 1999*;
- (b) when dealing with Your employees, You must comply with the *Fair Work Act 2009*, and obligations under relevant work health and safety laws;
- (c) Chapter 7 of the *Criminal Code* provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
- (d) giving false or misleading information is a serious offence under the *Criminal Code*;
- (e) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this agreement (other than a person to whom You are authorised to

publish or disclose that fact or document) may be an offence under section 70 of the *Crimes Act 1914*, punishment for which may be a maximum of two years imprisonment;

- (f) in respect of data, including personal information, held in connection with this agreement, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of performing this agreement is an offence under Part 10.7 of the *Criminal Code* which may attract a substantial penalty, including imprisonment;
- (g) You are aware of the provisions of section 79 of the *Crimes Act 1914* relating to official secrets;
- (h) You are aware of Your obligations under Part 4 of the *Charter of United Nations Act 1945* and the *Charter of United Nations (Dealing with Assets) Regulations 2008*; and
Note: more information about these obligations is available at:
http://www.dfat.gov.au/jcat/UNSC_financial_sanctions.html.
- (i) You may be subject to the provisions of the *Competition and Consumer Act 2010* and the *Archives Act 1983*.

Compliance with Policies

S2.1 You must:

- (a) when using Our premises or facilities (including information systems), comply with Our directions and procedures relating to occupational health and safety, environmental management and security (which You acknowledge may change during the Term); and
- (b) ensure that any person who will have access to official secrets within the meaning of section 79 of the *Crimes Act 1914* signs an acknowledgment that he or she is aware of the provisions of that section.

Protective Security

S3.1 Not applicable.

Environmental Protection and Biodiversity

S4.1 Not applicable.

T Notices (clause 38)

T1.1 Our Departmental Officer is the person occupying or for the time being performing the duties of the position specified below:

Name of position: Funding Agreement Manager

Office address: [Managing Office Business Address Line 1]
[Managing Office Business Address Line 2]

Postal address: [Managing Office Mailing Address Line 1]
[Managing Office Mailing Address Line 2]

Phone: [PS_ScheduleManagerWorkPhone_ S105]

Email: [PS_ScheduleManagerEmail_ S107]

Fax: [AS_ScheduleManagerFax_ A146]

T1.2 At the Start Date that person was [PS_ScheduleManagerFirstName_ S101]
[PS_ScheduleManagerLastName_ S102].

T2.1 The person who can accept Notices for You is the person occupying or for the time being performing the duties of the position specified below:

Name of position:

Office address:

Postal address:

Phone:

Email:

Fax:

T2.2 At the Start Date the name of that person is:

T2.3 You must Notify Us in writing of any changes to the details in item T2.1 or T2.2.