



Australian Government

Department of Foreign Affairs and Trade

DFAT Funding Agreement

Between:

Commonwealth of Australia, represented by the Department of Foreign Affairs and Trade (ABN 47 065 634 525), RG Casey Building, John McEwen Crescent, Barton ACT 0221 ("**DFAT**") on behalf of the Council for Australian-Arab Relations ("**CAAR**")

and

[insert Funding Recipient's name] (ABN **[insert ABN]**) of **[insert address]** ("**Funding Recipient**")

Recitals:

-
- A** The objective of the Project is to **[insert objective]**
 - B** The Funding Recipient will conduct the Project.
 - C** DFAT has agreed to fund the Project on the terms and conditions set out in this agreement.

DFAT Funding Agreement

General terms

1 Commencement

This agreement commences on the date this agreement is signed by the parties, or if signed on separate days, the date of last signature (“**Commencement Date**”).

2 Funding

2.1 DFAT Funding

DFAT will provide the Funding Recipient with the Funding at the times and in the manner specified in Schedule 2, subject to:

- (a) DFAT continuing to have sufficient funding allocated to the Project in its own internal budget;
- (b) there being no unremedied breach of this agreement by the Funding Recipient; and
- (c) DFAT being satisfied with the Funding Recipient’s performance of the Project.

Without limiting DFAT’s rights, DFAT may withhold or suspend any payment in whole or in part if DFAT considers that it may have grounds to terminate this agreement.

2.2 Other Contributions

The Funding Recipient must obtain contributions from other sources in the amounts set out in Schedule 1 and shown as ‘Other Contributions (money)’ and ‘Other Contributions (in-kind)’ (if any).

2.3 Taxes, duties and GST

The Funding Recipient agrees to pay or reimburse DFAT on demand for all taxes, duties (including stamp duty) and government charges imposed or levied in connection with this agreement (other than GST).

Unless otherwise indicated, all consideration for any supply under this agreement is exclusive of any GST imposed on the supply. The Funds paid by DFAT are inclusive of GST.

The Funding Recipient must provide DFAT with a valid tax invoice prior to payment of the Funds.

3 Funding Recipient's obligations

3.1 Project Obligations

The Funding Recipient must (and where appropriate, ensure that the Funding Recipient's personnel):

- (a) **applicable law:** comply with all applicable law;
- (b) **performance standards:** carry out the Project within the Project Period, in accordance with this agreement, with due care and skill, to a high professional standard and in a timely manner;
- (c) **Project Account:** ensure that the Funds are held in the Project Account (details of which must be notified to DFAT within five (5) Business Days of the Commencement Date) at all times prior to expenditure of the Funds according to this agreement;
- (d) **expenditure only for project:** only expend the Funding for the Project in accordance with the Budget. For avoidance of doubt, the Funding shall not be used to purchase an asset;
- (e) **records:** keep full and accurate Records of the conduct of the Project, including progress against the Phases, the receipt and use of Funding and Other Contributions (if any) and the creation of Project Material. These Records must be retained by the Funding Recipient for a period of no less than 7 years after the end of the Project Period;
- (f) **financial and accounting records:** keep financial and accounting records relating to the Project so as to enable all income and expenditure related to the Project to be separately identified in the Funding Recipient's accounts. This obligation continues until 7 years after termination or expiry of this agreement;
- (g) **reports:** give DFAT the Reports and any other information (including access to the Funding Recipient's records (including Records) relating to the Project) or reports reasonably requested by DFAT;
- (h) **meetings:** attend meetings with DFAT to discuss the Project when required;
- (i) **notify change in status:** immediately inform DFAT of any change in the Funding Recipient's status or circumstances that may affect the Funding Recipient's ability to undertake the Project or to comply with this agreement; and
- (j) **repayment of funds:** if, at any time during the Term of this agreement or on expiry or termination of this agreement, there remains an amount of Funding that has not been expended in accordance with this agreement or not acquitted to DFAT's satisfaction, then this amount must be refunded by the Funding Recipient to DFAT within twenty (20) Business Days of a written notice from DFAT, or dealt with as directed in writing by DFAT.

Any amount owed to DFAT under this paragraph will be recoverable as a debt due to DFAT without further proof of the debt being necessary.

3.2 General obligations

The Funding Recipient must (and where appropriate, ensure that the Funding Recipient's personnel):

- (a) **policies, procedures, directions:** comply with DFAT's practices, policies, codes of conduct, procedures and reasonable directions, as notified by DFAT from time to time;
- (b) **Auditor-General and Privacy Commissioner:** do all things necessary to ensure that DFAT is able to comply with any lawful request of the Auditor-General and the Privacy Commissioner relating to this agreement, including allowing the Auditor-General and the Privacy Commissioner to inspect, copy or remove documents, and to access the Funding Recipient's premises;
- (c) **insurance:** take out and maintain throughout the Term the insurances specified in Schedule 2 and provide DFAT with evidence of the currency and amount of cover under those policies, promptly on request;
- (d) **confidential information:** not use or disclose (directly or indirectly) any of DFAT's confidential information except for the purposes of this agreement, with DFAT's consent or where required to do so by law;
- (e) **privacy:** in respect of Personal Information held by the Funding Recipient in connection with this agreement:
 - (i) comply with the public-sector Information Privacy Principles in the *Privacy Act 1988* and any other applicable legislation regarding privacy; and
 - (ii) use that information only for the purposes of this agreement, and disclose that information only as permitted by DFAT; and
- (f) **moral rights consent:** not enforce, and use reasonable endeavours to obtain from each author their agreement that they not enforce, any moral rights in the Project Material; and
- (g) **no subcontracting:** not, without the prior approval of DFAT, subcontract the performance of any obligations under this agreement or the Project. DFAT may revoke its approval of a subcontractor on reasonable grounds.

4 Intellectual Property

Subject to this clause 4, as between DFAT and the Funding Recipient (but without affecting the position between the Funding Recipient and a third

party) intellectual property rights in Project Material vest in the Funding Recipient on their creation.

The Funding Recipient grants DFAT a permanent, irrevocable, transferable, free, world wide, non-exclusive licence (including a right to sub-license) to use, reproduce, adapt and exploit the intellectual property rights in Project Material for any purpose other than commercial exploitation.

5 Acknowledgements, warranties and indemnities

5.1 Acknowledgements

The Funding Recipient acknowledges that:

- (a) **no employment, agency etc:** the Funding Recipient is not an employee, agent, partner or joint venturer of DFAT; and
- (b) **confidentiality:** subject to the *Privacy Act 1988*, DFAT is under no obligation to keep any of the Funding Recipient's information confidential, and may be required to provide information in relation to the Funding or this agreement, as required by the operation of any law, judicial or parliamentary body or governmental agency.

5.2 Warranties

The Funding Recipient represents and warrants that:

- (a) **its funding application:** all statements made in its application for Funding were, when made, and remain, correct, complete and not false or misleading in any way; and
- (b) **no conflict:** at the Commencement Date, no conflict of interest exists or is likely to arise in the delivery of the Project. The Funding Recipient will immediately inform DFAT if it becomes aware that such a conflict exists or is likely to arise during the Term.

5.3 Indemnity

The Funding Recipient indemnifies DFAT (including DFAT's officers, employees and agents) against any loss or liability incurred by DFAT, including legal costs, arising from or in connection with any act or omission of the Funding Recipient or the Funding Recipient's personnel under or in connection with this agreement.

6 Termination

6.1 Termination rights

DFAT may terminate this agreement by giving written notice to the Funding Recipient if the Funding Recipient is in breach of this agreement

or becomes Insolvent. No compensation is payable by DFAT for termination under this clause.

6.2 Termination for convenience

In addition to its rights set out in clause 6.1, DFAT may, at any time and at DFAT's absolute discretion, terminate this agreement by written notice to the Funding Recipient. The Funding Recipient must take reasonable steps to mitigate any loss resulting from termination under this clause. DFAT is only liable for reasonable costs incurred by the Funding Recipient and directly attributable to the termination.

7 Acknowledgment and publicity

7.1 Funding Recipient's obligations

- (a) The Funding Recipient must not, without the prior written approval of DFAT, issue or participate in any media release or publicity in relation to the Project.
- (b) The Funding Recipient must, in any publicity in relation to the Project approved by DFAT under clause 7.1(a), acknowledge the financial and other support provided by DFAT, in the manner set out in Schedule 1 or otherwise approved by DFAT prior to its use.

7.2 DFAT's rights

DFAT reserves the right to publicise, undertake promotional activities relating to, and report on the awarding of Funding to the Funding Recipient and the Funding Recipient's carrying out of the Project.

This clause 7 continues to apply for a period of 7 years from the date of expiry or earlier termination of this agreement.

8 General

- (a) **indemnities:** the indemnities in this agreement are independent from the Funding Recipient's other obligations under this agreement and continue after this agreement ends;
- (b) **assignment:** the Funding Recipient must not assign or novate its rights or obligations under this agreement without the prior written approval of DFAT; and
- (c) **governing law:** this agreement is governed by the law in force in the Australian Capital Territory. Each party submits to the non-exclusive jurisdiction of the courts of that territory in respect of all matters arising under, or in relation to this agreement.

Note: drafters may amend the reference to 'Australian Capital Territory' if and where considered necessary and appropriate. If there is any uncertainty as to the appropriate jurisdiction to govern this agreement, local legal advice should be obtained.

9 Definitions and Interpretation

9.1 Definitions

In this agreement, unless the contrary intention appears:

Budget refers to the budget set out in Schedule 1;

Business Day means in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;

Completion Date means the day after the Funding Recipient has done all that the Funding Recipient is required to do under this agreement to the satisfaction of DFAT;

Existing Material means all material in existence prior to the Commencement Date:

- (a) incorporated in;
- (b) supplied with, or as part of; or
- (c) required to be supplied with, or as part of,

the Project Material;

Funding or Funds means:

- (a) the amount or amounts (in cash or kind) payable under this agreement by DFAT to the Funding Recipient as specified in Schedule 1 as “DFAT Funding”; and
- (b) where referring to the Funding Recipient’s use of, reporting, or acquittal of funds, includes any interest earned on those funds;

Funding Recipient and Funding Recipient’s personnel includes the Funding Recipient’s officers, employees, volunteers, agents and subcontractors.

GST has the meaning as given in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*;

Insolvent means being an insolvent under administration or insolvent (each as defined in the *Corporations Act 2001*), or being in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment, or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or being otherwise unable to pay debts when they fall due or having something with the same or a similar effect happen under the laws of any jurisdiction.

Other Contributions means financial or in-kind resources (with in-kind resources valued at market rates) for the Project, other than the Funding;

Phase means a stage of completion of the Project identified as a phase in Schedule 2;

Project means the project and related activities described in Schedule 2;

Project Account means a separate account which must be established and used solely for the purposes of carrying out the Project, in the Funding Recipient's name and which the Funding Recipient solely controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* to carry on banking business in Australia. The account must require two signatures for its operation;

Project Material means any material brought into existence as part of, or for the purpose of, the Project;

Project Period means the period specified in Schedule 2 during which the Project must be completed;

Receiver includes a receiver or receiver and manager.

Records include documents, receipts, ledgers, invoices, information and data stored by any means and all copies and extracts of the same;

Reports has the meaning given in Schedule 2; and

Term means the period from the Commencement Date to the Completion Date.

9.2 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement.

9.3 Interpretation

In this agreement, unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing persons include a partnership and a body whether corporate or otherwise;
- (c) all references to dollars are to Australian dollars and this agreement uses Australian currency; and
- (d) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended.

9.4 Inconsistency

If there is any inconsistency between:

- (a) the body of this agreement and a Schedule, the body of this agreement prevails to the extent of the inconsistency;

- (b) Schedules, the Project Details (Schedule 2) will prevail to the extent of the inconsistency;
- (c) the contents of a Schedule, the body of the Schedule will take priority over any sub-documents. The sub-documents have equal status.

EXECUTED as an agreement.

SAMPLE

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Signing page

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA
represented by the Department of Foreign
Affairs and Trade by:

.....
print name

.....
sign here

in the presence of:

.....
print name of witness

.....
witness sign here

DATE: _____

SIGNED by:

.....
print name

.....
sign here

as authorised representative for **[insert
name of Funding Recipient]**

By executing this agreement the signatory
warrants that the signatory is duly
authorised to execute this agreement on
behalf of **[Funding Recipient]**

in the presence of:

.....
print name of witness

.....
witness sign here

DATE: _____

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SCHEDULE 1 - BUDGET AND PROMOTIONAL MATERIAL

1 Approved Budget

1.1 The Funding Recipient must use the Funds only in accordance with the Budget, which is set out in the table below:

Budget Item (categories of expenditure)	DFAT Funding	Other Contributions (money)	Other Contributions (in-kind)	Source of Other Contributions	Total
...					
...					
[Insert other]					
Total	[Grant total]				

Note to drafters: the Funding Recipient should complete this table as part of their application for funding. Alternatively, you may use the budget document provided by the Funding Recipient (in which case you can delete the table above and replace it with the budget provided by the Funding Recipient).

1.2 The Funding Recipient may transfer up to 10% only of the total Funds between the categories of expenditure, without DFAT's approval.

1.3 The Funding Recipient must report the transfer of all Funds between categories, whether made under the preceding subclause 1.2 or with the approval of DFAT, in its acquittal report that it provides to DFAT.

2 Promotional Material

2.1 The Recipient must acknowledge the support of the Council for Australian-Arab Relations (CAAR) in all publicity material prepared in relation to the Activity, including in all print and electronic acknowledgements and public statements media. The acknowledgement is to be as follows:

“The [insert name of Project] is supported by the Australian Government through the Council for Australian-Arab Relations (CAAR)”.

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2.2 The acknowledgement must feature prominently in the material, including wherever possible by use of CAAR's logo:



The CAAR logo can be downloaded from the CAAR website at: www.dfat.gov.au/caar.

2.3 CAAR's contribution must also be acknowledged in any publicity prepared for exhibitions, sporting fixtures, publication or any event resulting in publicity, including film and publication credits, where this is appropriate.

2.4 If the Activity involves performances or exhibitions in countries or territories of the Arab region, the Recipient is required to list the event/s on *OzArts Online*. Tour dates, a basic description of the event/s and a low-resolution digital image should be sent to the editor at editor@ozarts.com.au. The description should acknowledge the Funding by CAAR and should also ask that the CAAR logo is displayed in the listing. Additional photographs and other material such as media releases may also be submitted.

2.5 Where the Recipient has policies on treatment of sponsors and funding providers that might impinge on their ability to comply fully with the provisions in this clause 2, that policy must be made known to DFAT before the Funding is provided.

2.6 DFAT or CAAR may publish the name of the Recipient (including personal information as defined by the *Privacy Act 1988*) and the amount and purpose of the Funding on its website and in its annual report and share such information with other Commonwealth government departments. The Recipient by executing this agreement consents to the publication and sharing of these details (including personal information).

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SCHEDULE 2 - PROJECT DETAILS

[Note to Drafters: Insert all details provided in the Funding Recipient's grant application concerning the Project - while the details of each Project will differ between applicants, this Schedule must specify:

- the Project, its objectives and activities*
- the Phases and Milestones (i.e. the details of particular key activities that are to be completed as part of the Project, including the dates by which they will be completed); and*
- any performance indicators.]*

1. Representatives

1.1 The primary point of contact for DFAT will be:

[Insert name of contact, position, address, telephone, fax number, email address]

1.2 The primary point of contact for the Funding Recipient will be:

[Insert name of contact, position, address, telephone, fax number, email address]

2. The Project

2.1 The 'Goal', or primary purpose, of this agreement is to *[...insert purpose...]*.

2.2 In pursuit of this Goal, "Project" means *[insert what the project involves e.g.: the provision of an interactive online service etc]* and is constituted by the following objectives, Project activities, phases / milestones and performance indicators.

3. Objectives

3.1 The Project's objectives *[...insert what the objectives of the project are...]*

3.2 The Project is designed to *[...insert what the project is designed to do...]*

4. Project Period

4.1 The Project shall commence on *[...insert date...]* and end on *[...insert date...]* or on earlier completion of the Project.

5. Activities

5.1 In pursuit of the above objectives and within the Project Period, the Funding Recipient will undertake the following activities:

(a) *[...insert the activities for the project...]*

(b) *[...insert the activities for the project...]*

(c) *[...insert the activities for the project...]*

6. Project Phases / Milestones

6.1 The Phases / Milestones for the Project are as follows:

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Phase / Milestone	Description of Phase	Expected Outcomes	Date for Completion
1	<i>Insert details as applicable and rows as necessary</i>		
2	...		

7. Funding Schedule

7.1 Subject to DFAT being satisfied that the Funding Recipient has achieved the relevant milestones and subject to the terms of the agreement, the Funding Recipient will receive the following funds on or about the dates specified in the table:

Payment No.	Amount AUD	Date for Payment
1	<i>[Insert amounts as applicable and rows as necessary]</i>	Within five working days of joint signature of the Agreement
2	...	

8. Insurance

8.1 The Funding Recipient is required to take out and maintain insurance as specified below:

No.	Amount AUD	Category
1	\$10 million per event, unlimited in aggregate	Public liability insurance
2	As required by law <i>[or insert amount]</i>	Workers' compensation insurance
3	<i>[Insert amounts as applicable and rows as necessary]</i>	<i>[insert category]</i>

9. Key Performance Indicators

9.1 The Funding Recipient's key performance indicators are:

No	Funding Recipient obligation	Performance Indicator
1	<i>[insert details of Funding Recipient's obligation]</i>	<i>[insert performance indicator]</i>
2	To provide all reports on time in accordance with this agreement, and to a	All reports provided on time and to a satisfactory standard

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	standard satisfactory to DFAT	
3	...	

SAMPLE

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10. Reports

10.1 The Funding Recipient is to provide the following Reports to DFAT on the date specified:

Report Type	Indicative Content	Due Date
Progress Report # 1	<p>Where a Project extends beyond six months, an interim written report on the progress of the Project, comprising a summary of the following information for the reporting period:</p> <ul style="list-style-type: none"> • achievements and/or progress on activities, and • any issues impacting on the progress of the project, and proposed measures to mitigate anticipated delays in project implementation. 	At the mid-term date of the Project period (Schedule 2.4.1)
Progress Report # 2	<p>A summary of the following information for the reporting period:</p> <ul style="list-style-type: none"> • <i>[...insert details...]</i> 	<i>[...insert date...]</i>
Website Report	<p>A written summary report (max. two pages in Word format), suitable for upload onto the CAAR website, identifying:</p> <ul style="list-style-type: none"> • the activities undertaken in project implementation, and • the outcomes achieved. 	Within 30 days of the end-date of the Project (Schedule 2.4.1)
Final Report	<p>The Funding Recipient must complete and provide to DFAT a final report and acquittal form substantially in the format located at Annexure A to this Schedule 2</p>	Within 30 days of the end-date of the Project (Schedule 2.4.1), or if this agreement is terminated, within 30 days of termination

10.2 The Funding Recipient is to provide to DFAT copies of relevant published papers, reports, promotion or publicity material contributing to, or resulting from, the Project.

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Annexure A to Schedule 2

[...insert name of Project...]
CAAR Grants Program — Final Report & Acquittal Form

NAME

Name of your organisation/group (if applicable): _____

Your name or name of contact person: _____

Title: Mr Ms Other (please specify) _____

Given names: _____

Family name: _____

CONTACT DETAILS

Street address: _____

Suburb/Town: _____ State: _____ Postcode: _____

Postal address: _____

(if the same as your street address, write 'as above')

Suburb/Town: _____ State: _____ Postcode: _____

Telephone: Work: () _____ Home () _____ Fax: () _____

Mobile: _____ Email: _____

SUMMARY INFORMATION

Grant amount? (AUD)\$ _____

What was the start date for the funded activity? _____ / _____ / _____

What was the end date for the funded activity? _____ / _____ / _____

Briefly describe your activity

Where was the activity undertaken?

Please include names of cities and countries

ADMINISTERING ORGANISATION/INDIVIDUAL (IF APPLICABLE)

Legal name of organisation or individual administering the grant

Street address: _____

Suburb/Town: _____ State: _____ Postcode: _____

Postal address: _____

(if the same as your street address, write 'as above')

Suburb/Town: _____ State: _____ Postcode: _____

Telephone: Work () _____ Home () _____ Fax: () _____

Mobile: _____ Email: _____

Signature: X _____ **Date:** _____ / _____ / _____

Name in full:

Position in organisation:

CERTIFICATION OF FINANCIAL STATEMENTS

I, the undersigned, certify that:

- The following financial statements are in agreement with the relevant accounts and records and have been prepared in compliance with Australian Accounting Standards to present fairly the financial transactions in relation to the particular Grant received from DFAT.

Signature: _____ Date: / /

Name in full: _____

Position title/company: _____

Please note: As in the application form, if you are **GST-registered**, your acquittal budget should be exclusive of GST. You should provide amounts in Australian dollars (AUD\$). If you are **not GST-registered**, your acquittal budget should include GST as this was part of the cost of the project.

Income	
Earned income	AUD\$
Subtotal	\$
All other grant income received	
Federal Government (please itemise)	
State Government (please itemise)	
Local Government (please itemise)	
Other	
Subtotal	\$
Other contributions	
Cash	
In Kind	
Subtotal	\$
Sponsorship/donations	
Cash	
In Kind	
Subtotal	\$
DFAT Grants Program Funding	\$
TOTAL INCOME	\$

Expenditure	
Salaries and fees	AUD\$
Artists/key personnel (please itemise)	
Marketing and publicity personnel	
Administrative/management personnel	
Agent's fee/commission	
Travel allowance (___ per diem x ___ persons x ___ days)	
Other	
Subtotal	\$
Direct costs	
Airmiles (___ persons x ___ ticket cost)	
Freight	
Insurance	
Overseas surface travel	
Venue hire	
Subtotal	
Overhead/administrative costs	
Postage	
Telephone and fax	
Stationery and printing	
Other	
Subtotal	\$
Marketing/promotion costs	
Advertising – press	
Advertising – electronic media	
Printed material	
Photography	
Programs	
Merchandise	
Other	
Subtotal	\$
Contingency	\$
TOTAL EXPENDITURE	\$

PROJECT INFORMATION

Please describe the **impact** of the DFAT grant funding received

Were there any **changes** to the project—either in its scope or budget? If so, please provide details here.

Please provide details of any workshops or seminars undertaken in conjunction with the project.

Please describe the marketing tools/strategies utilised for the project

Outcomes

Please describe the level and nature of media interest in your project

Please describe the level of involvement/engagement of the local community in your project

Please provide an overview of any formal and informal feedback from presenters, workshop / lecture participants and other project partners on the project

Please provide details of any subsequent interest in either the artists / company as a result of the project

Statistical information

Please provide approximate numbers against each of the following categories:

Number of performances presented / exhibition days / film screenings / community events (circle relevant category for the project)	
Number of countries visited	
Number of artists/cultural workers involved in the project	
Total attendance numbers for performance/exhibition key events	
Average audience attendance at performance/exhibition key events	
Number of ancillary workshops/seminars held (if relevant)	
Average attendance at workshops/seminars (if relevant)	
Was this an Aboriginal and Torres Strait Islander arts/culture related activity?	