

Standing Committees on Education and Employment

**QUESTION ON NOTICE
Supplementary Budget Estimates 2023 - 2024**

Outcome: Schools

Department of Education Question No. SQ23-001153 – Revised

Senator Sarah Henderson provided in writing.

City to Country Partnerships

Question

Please provide a copy of the Yadha Muru partnership agreement.

Answer

Please see Attachments A and B for the grant agreement between the Department of Education and the Yadha Muru Foundation (YMF), executed on 28 August 2022.

Please see Attachment C for the Deed of Variation, executed on 26 September 2023. The purpose of this variation was to give effect to the following (for which legislative amendments were obtained in March 2023):

- Broaden the scope of eligible metropolitan schools from Independent metropolitan schools to high performing metropolitan schools from any sector.
- Extend the grant's activity end date to 31 Dec 2025. This had no impact on the program budget or payment schedule.

Information redacted from all documents are the names and signatures of the parties' representatives and witnesses, and the grantee's banking details in the Agreement.



Australian Government

**Commonwealth
Standard Grant Agreement**

between

the Commonwealth represented by
Department of Education, Skills and
Employment

and

Yadha Muru Foundation Ltd

Grant Agreement

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth of Australia (the Commonwealth) and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	Yadha Muru Foundation Ltd
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Company
Trading or business name	Yadha Muru Foundation Ltd
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	94 633 428 725
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical/postal)	Level 8, 91 Phillip Street, PARRAMATTA NSW 2150
Relevant business place (if different)	
Telephone	Personal information
Fax	
Email	Personal information @yadhamuru.org.au

The Commonwealth

The Commonwealth of Australia represented by Department of Education, Skills and Employment
50 Marcus Clark Street CANBERRA ACT 2601
ABN 12 862 898 150

Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

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

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details

Organisation ID:	4-GUUMKAY
Agreement ID:	4-HHM16Q4
Program Schedule ID:	4-HHM16WB

A. Purpose of the Grant

The purpose of the Grant is to:

Competitively allocate funds to incentivise and support large, high-performing independent schools to engage in new formal partnerships with remote independent and government majority Indigenous schools.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Closing the Gap - Schools and Youth Initiatives program.

B. Activity

The objective of the City-Country Partnerships program is to support the establishment of formal partnerships between high-performing independent (non-government) schools and remote schools with a high proportion of Aboriginal and Torres Strait Islander students to improve the quality of operational management, principal leadership and teacher practices.

In undertaking this Activity, the Grantee will oversee implementation of the City-Country Partnerships program and will be required to:

- document a selection process for formal school partnerships, to be agreed by the department
- identify, assess, and advise, through the department, on partnership proposals for consideration and decision by the Minister for Education and Youth (the Minister) or delegated department official
- engage with sector stakeholders, including those identified by the department, such as Aboriginal and Torres Strait Islander education stakeholders, non-government school leaders, education authorities and state and territory education departments
- administer the funding to selected schools, oversee partnerships implementation in line with the grant guidelines and source philanthropic support to match government funding. Overseeing implementation includes providing support and advice on common challenges and opportunities in establishing partnerships and may include developing appropriate guidance material for partner schools and communities.
- enter into written agreements with approved partner schools
- identify and source philanthropic or other financial support, including contributions from partnering schools to enhance the partnerships
- support participating schools to develop and demonstrate financial sustainability arrangements before Australian Government funding ceases in 2023-24
- consolidate reporting information from participating schools and provide to the department (annually or as agreed through the Activity Work Plan).
- provide secretariat support where required to ensure appropriate oversight and Indigenous engagement in the delivery of the program.

Activity Work Plan

The detailed deliverables and activities you will undertake to fulfil this Activity, along with an Activity Budget, must be provided as part of your Activity Work Plan, to be developed in consultation with, and provided to the Department as specified in Item E. Once mutually agreed the Activity Work Plan will form part of the Agreement. You are required to report against any performance measures set out in the Activity Work Plan within 30 days of the reporting period ceasing.

The intended outcomes of the Activity are to:

- improve student outcomes and attendance rates, which are key drivers that will accelerate progress toward the 2031 Closing the Gap Agreement.
- accelerate progress toward meeting Target 5 of the Closing the Gap Agreement (the Agreement), 96 per cent of Aboriginal and Torres Strait Islander 20-24 year olds attaining the qualification of Year 12 or equivalent by 2031.
- improve the quality of operational management, principal leadership and increase the reach of effective teacher practices to lift the quality of pedagogy in remote schools.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Activities are completed according to scope, quality, timeframes and budget defined in the Activity Work Plan	The Department and the Grantee agree that the Activity Work Plan has been completed as specified or, in case of divergence, to a satisfactory standard
Working with Aboriginal and Torres Strait Islander communities to improve student outcomes.	Reporting on outcomes of success in improving outcomes, demonstrated by evidence of regular engagement.
Successfully administering the City-Country Partnerships program.	Meets the required actions of the role of the delivery organisation as outlined in the Grant Opportunity Guidelines and Activity Work Plan.

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1	Direct Funded	Yadha Muru Foundation Ltd	Level 8 91 Phillip Street PARRAMATTA NSW 2150

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	Australia (2016)	Australia

C. Duration of the Grant

The Activity starts on 19 August 2022 and ends on 30 June 2024, which is the **Activity Completion Date**.

The Agreement ends on 30 August 2024 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date**.

D. Payment of the Grant

The total amount of the Grant is \$24,604,000.00 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2022-2023	\$17,569,000.00
2023-2024	\$7,035,000.00

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

The Grantee's nominated bank account into which the Grant is to be paid is:

BSB Number	Banking details
Financial Institution	Banking details
Account Number	Banking details
Account Name	Yadha Muru Foundation Limited

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Half yearly payment of 2022-23 funds on submission and acceptance of Activity Work Plan due 30 September 2022	14 October 2022	\$8,784,500.00	\$878,450.00	\$9,662,950.00
Half yearly payment of 2022-23 funds on submission and acceptance of Activity Work Plan Report due 16 February 2023	2 March 2023	\$8,784,500.00	\$878,450.00	\$9,662,950.00
Half yearly payment of 2023-24 funds on submission and acceptance of Activity Work Plan Report due 16 August 2023	30 August 2023	\$3,517,500.00	\$351,750.00	\$3,869,250.00
Half yearly payment of 2023-24 funds on submission and acceptance of Activity Work Plan Report due 16 February 2024	1 March 2024	\$3,517,500.00	\$351,750.00	\$3,869,250.00
Total Amount		\$24,604,000.00	\$2,460,400.00	\$27,064,400.00

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Statement of Compliance Report	Statement of Compliance Report as per Item E.4 relating to the National Principles for Child Safe Organisations and other action for the safety of Children	30 September 2022
Activity Work Plan	Output-level detail for the funded Activity negotiated with the Department and captured in an Activity Work Plan as per Item E.2	30 September 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as per Item E.4	16 February 2023
Financial Acquittal Report	Financial Acquittal from 19 August 2022 to 30 June 2023 as per Item E.3	31 July 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as per Item E.4	16 August 2023

Statement of Compliance Report	Statement of Compliance Report as per Item E.4 relating to the National Principles for Child Safe Organisations and other action for the safety of Children	28 September 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as per Item E.4	16 February 2024
Final Report	A report of outcomes for the funded Activity based on monitoring and data collection methods agreed with between the Parties as per Item E.4	31 July 2024
Financial Acquittal Report	Financial Acquittal from 1 July 2023 to 30 June 2024 as per Item E.3	31 July 2024

E.1 Performance Reports

None Specified

E.2 Activity Work Plan

The Activity Work Plan will be negotiated between you and us from time to time as agreed by both parties during the life of the Agreement. Using our Activity Work Plan template it will specify the Activity Details, deliverables, timeframes for delivery and measures of achievement. It may include a budget or other administrative controls intended to help manage Activity risks. Once the Activity Work Plan has been agreed by both parties it will form part of the Agreement.

E.3 Financial Acquittal Reports

Non-Audited Financial Acquittal Report

You are required to provide a non-audited financial acquittal report for each financial year funded under this Grant Agreement covering the Activity/ies in this Schedule.

A non-audited financial acquittal report is an income and expenditure statement from the grant recipient stating that grant funding was spent to perform the Activity(ies) as set out in the grant agreement. If relevant, the grant recipient must include in the statement the details of any unspent funds.

Non-audited financial acquittals must be certified by the Board, Chief Executive Officer or an authorised officer of the Organisation.

E.4 Other Reports

Activity Work Plan Report

For the purposes of this Agreement, Activity Work Plan Report means a document to be completed by you, on a template or system provided by us. The preferable way to submit the Report would be through the Grant Recipients Services Portal when it becomes available.

The Activity Work Plan Report template asks for progress on requirements in the Activity Work Plan for the reporting period including any compliance requirements.

Statement of Compliance Report

An annual Statement of Compliance Report consistent with the requirements under Clause Bank Supplementary Term CB9.3 (f) National Principles for Child Safe Organisations and other action for the safety of Children must be submitted. A Statement of Compliance Report ensures compliance with relevant State, Territory and Commonwealth legislation, including Working With Children Checks, and with the National Principles for Child Safe Organisations. The report must reflect the Grantee has met the conditions as outlined in the Supplementary Terms CB9.2 and CB9.3 of this Agreement.

Final Report

For the purposes of this Agreement, Final Report means a document to be completed by you, on a template provided by us.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Personal information
Position	Director
Business hours telephone	Personal information
E-mail	Personal information@yadhamuru.org.au

Commonwealth representative and email address

Business hours telephone	not applicable
E-mail	Education.Manage@communitygrants.gov.au

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

Organisation ID:	4-GUUMKAY
Agreement ID:	4-HHM16Q4
Program Schedule ID:	4-HHM16WB

Signatures

*Note: See explanatory notes on the signature block over page

Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of Education, Skills and Employment, ABN 12 862 898 150 in the presence of:

Personal information

(Name of Departmental Representative)

Personal information

(Signature of Departmental Representative)

26/08/2022

A/g Team Leader

(Position of Departmental Representative)

Personal information

(Name of Witness in full)

Personal information

(Signature of Witness)

26/08/2022

Signed for and on behalf of Yadha Muru Foundation Ltd, ABN 94 633 428 725 in accordance with its rules, and who warrants they are authorised to sign this Agreement:

Personal information

(Name and position held by Signatory)

Personal information

(Signature)

Personal information

(Name and position held by second Signatory/Name of Witness)

Personal information

(Signature of second Signatory/Witness)

.../.../.....

.../.../.....

Explanatory notes on the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness (the witness date must be the same as the signatory date). Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) – as the trustee is the legal entity entering into the Agreement. The words ‘as trustee of the XXX Trust’ could be included at the end of the name.

Schedule 1: Commonwealth Standard Grant Conditions

Organisation ID:	4-GUUMKAY
Agreement ID:	4-HHM16Q4
Schedule ID:	4-HHM16WB

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; or

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

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) 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.

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 the Commonwealth's prior written approval.

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.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

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.

4.3 A notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual receipt by the addressee.

4.4 A notice received after 5.00 pm, or on a day that is a Saturday, Sunday or public holiday, in the place of receipt, is deemed to be effected on the next day that is not a Saturday, Sunday or public holiday in that place.

4.5 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature, provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 8.

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.

6.3 The Grantee agrees not to subcontract any part of the performance of the Activity without the Commonwealth's prior written consent. The Commonwealth may impose any conditions it considers reasonable and appropriate when giving its consent.

6.4 The Grantee agrees to remove a subcontractor from the Activity at the reasonable request of the Commonwealth and at no additional cost to the Commonwealth.

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 to 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.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, 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 one month after the Activity's Completion Date [and at least every 12 months during the term of the Activity], the Grantee agrees to provide [a] financial statement[s] 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 Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

13. Reporting

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

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 and any Commonwealth review or evaluation of it.

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 If, at any time, a Party reasonably believes that the Activity is unlikely to fully meet the purpose of the Grant, or there are Activity risks that need to be addressed, that Party may provide written notice to the other Party setting out its reasons for that belief and proposing steps that could be taken to better achieve that purpose or address those risks. The Parties agree to work co-operatively to:

- (a) consider, and negotiate in good faith, any change proposed under this clause 13.4; and
- (b) implement any such change that is agreed by the Parties by executing a variation to this Agreement under clause 8.1.

13.5 Except to the extent the Parties agree a variation under clause 8.1, clause 13.4 does not limit any of a Party's other rights under this Agreement.

13.6 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.

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:

- (a) conduct a risk assessment to identify the risks associated with undertaking the Activity; and
- (b) effect and maintain adequate and appropriate insurance to mitigate the risks identified in the risk assessment prepared under clause 16.1(a).

16.2 The Grantee agrees to provide proof of insurance to the Commonwealth upon request and within the time specified in the request.

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

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.

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

(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);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- [^any applicable provisions included from the clause bank^]; and
- Any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **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.
- **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.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **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.
- **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.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **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].
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.

- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **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.



Department of Education

Organisation ID:	4-GUUMKAY
Agreement ID:	4-HHM16Q4
Program Schedule ID:	4-HHM16WB

Deed of Variation in relation to the Closing the Gap - Schools and Youth Initiatives program

1. Date

This Deed is made on 26th September 2023

2. Parties

This Deed is made between:

1. The Commonwealth, as represented by Department of Education, ABN 12 862 898 150 (the 'Commonwealth'); and
2. Yadha Muru Foundation Ltd, ABN 94 633 428 725 (the 'Grantee').

3. Context

- A. The Parties have a current agreement under which the Commonwealth gave a Grant to the Grantee for the Closing the Gap - Schools and Youth Initiatives program (the 'Agreement').
- B. The Parties have agreed to amend the Agreement on the Terms and Conditions contained in this Deed.

4. Amendments

With effect from the date of execution of this Deed, the Agreement is amended:

- a. to extend the parameters to allow government and catholic metropolitan schools to be eligible to participate in the program following our recent legislative authority amendment (Financial Framework (Supplementary Powers) Amendment (Education Measures No. 1) Regulations 2023 (legislation.gov.au));
- b. to extend the Activity End Date; and
- c. to refine Grant Activity Description to reflect changes in the language describing the policy parameters, following feedback from stakeholders.

For Activity ID: 4-HHM16XP – City-Country Partnerships:

1. **Replace** the wording under **Item A - Purpose of the Grant** with the following:

The purpose of the Grant is to:

Incentivise and support large, high-performing metropolitan schools and remote schools with a high proportion of Aboriginal and Torres Strait Islander students to engage in new formal partnerships.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Closing the Gap - Schools and Youth Initiatives program.

2. Replace the wording under Item B - Activity with the following:

The objective of the City-Country Partnerships program is to support the establishment of formal partnerships between high-performing metropolitan schools and remote schools with a high proportion of Aboriginal and Torres Strait Islander students. In addition, to improve student outcomes and attendance rates, which are key drivers for Year 12 attainment, and accelerate progress toward meeting Target 5 of the National Agreement on Closing the Gap Agreement.

The grant will enable the delivery organisation (the Grantee) to facilitate the program, working with prospective partner schools to submit partnership proposals and, subsequently, providing funds to enable delivery of activities of approved partnerships.

In undertaking this Activity, the Grantee will oversee implementation of the City-Country Partnerships program and will be required to:

- document a selection process for formal school partnerships, to be agreed by the department;
- identify, assess, and advise, through the department, on partnership proposals for consideration and decision by the Minister for Education (the Minister) or delegated department official;
- engage with sector stakeholders, including those identified by the department, such as Aboriginal and Torres Strait Islander education stakeholders, non-government school leaders, education authorities and state and territory education departments;
- administer the funding to selected schools, oversee partnerships implementation in line with the grant guidelines and source philanthropic support to match government funding. Overseeing implementation includes providing support and advice on common challenges and opportunities in establishing partnerships, and may include developing appropriate guidance material for partner schools and communities;
- enter into written agreements with approved partner schools;
- identify and source philanthropic or other financial support, including contributions from partnering schools to enhance the partnerships;
- support participating schools to develop and demonstrate financial sustainability arrangements before Australian Government funding ceases in 2023-24;
- consolidate reporting information from participating schools and provide to the department (annually or as agreed through the Activity Work Plan);
- provide secretariat support where required to ensure appropriate oversight and Indigenous engagement in the delivery of the program.

Activity Work Plan

The detailed deliverables and activities you will undertake to fulfil this Activity, along with an Activity Budget, must be provided as part of your Activity Work Plan, to be developed in consultation with, and provided to the Department as specified in Item E. Once mutually agreed the Activity Work Plan will form part of the Agreement. You are required to report against any performance measures set out in the Activity Work Plan within 30 days of the reporting period ceasing.

The intended outcomes of the Activity are to:

- improve student outcomes and attendance rates, which are key drivers for Year 12 attainment; and
- accelerate progress toward meeting Target 5 of the National Agreement on Closing the Gap (96 per cent of Aboriginal and Torres Strait Islander 20-24 year olds attaining the qualification of Year 12 or equivalent by 2031).

3. Replace the dates at Item C – Duration of the Grant with the following:

- the Activity Completion Date with 31 December 2025; and
- the Agreement End Date with 25 February 2026.

4. Replace the milestones from 17 February 2024 at Item E – Reporting with the following:

Milestone	Information to be included	Due Date
Financial Acquittal Report	Financial Acquittal from 1 July 2023 to 30 June 2024 as per Item E.3	31 July 2024
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as per Item E.4	16 August 2024
Statement of Compliance Report	Statement of Compliance Report as per Item E.4 relating to the National Principles for Child Safe Organisations and other action for the safety of Children	28 September 2024
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as per Item E.4	16 January 2025
Financial Acquittal Report	Financial Acquittal from 1 July 2024 to 30 June 2025 as per Item E.3	31 July 2025
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as per Item E.4	16 August 2025
Statement of Compliance Report	Statement of Compliance Report as per Item E.4 relating to the National Principles for Child Safe Organisations and other action for the safety of Children	28 September 2025
Final Report	A report of outcomes for the funded Activity based on monitoring and data collection methods agreed with between the Parties as per Item E.4	31 January 2026
Financial Acquittal Report	Financial Acquittal from 1 July 2025 to 31 December 2025 as per Item E.3	31 January 2026

5. Entire agreement and interpretation

5.1 The Parties confirm all the other provisions of the Agreement and, subject only to the amendments contained in this Deed, the Agreement remains in full force and effect.

5.2 This Deed and the Agreement, when read together, contain the entire agreement of the Parties with respect to the Parties' rights and obligations under the Agreement.

5.3 Unless otherwise specified or the context otherwise requires, terms that are defined in the Agreement have the same meaning in this Deed.

Organisation ID:	4-GUUMKAY
Agreement ID:	4-HHM16Q4
Program Schedule ID:	4-HHM16WB

Signatures

Executed as a deed

Signed, sealed and delivered for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through the Department of Education, ABN 12 862 898 150 in the presence of:

<p>Personal information</p> <hr/> <p>(Name of Departmental Representative)</p> <p>A/g Team Leader</p> <hr/> <p>(Position of Departmental Representative)</p> <p>Personal information</p> <hr/> <p>(Name of Witness in full)</p>	<p>Personal information</p> <hr/> <p>(Signature of Departmental Representative)</p> <p style="text-align: right;">Date: 26/09/2023</p> <p>Personal information</p> <hr/> <p>(Signature of Witness)</p> <p style="text-align: right;">Date: 26/09/2023</p>
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Signed, sealed and delivered by Yadha Muru Foundation Ltd, ABN 94 633 428 725 in accordance with its rules, and who warrants that he/she is authorised to sign this Deed:

<p>Personal information Chairperson</p> <hr/> <p>(Name and position held by Signatory)</p> <p>Personal information Director and CEO</p> <hr/> <p>(Name and position held by second Signatory/Name of Witness)</p>	<p>Personal information</p> <hr/> <p>(Signature)</p> <p style="text-align: right;">25 September 2023</p> <p>Personal information</p> <hr/> <p>(Signature of second Signatory/Witness)</p> <p style="text-align: right;">25 September 2023</p>
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Disclaimer and explanatory notes

Disclaimer

By executing this agreement you agree that you have read and accept this disclaimer, including the explanatory notes on how to duly execute this agreement. You warrant that your identity has been verified, you have legal capacity and authority to enter into this agreement, and you are signing in accordance with all legal instruments that apply to you and/or the legal entity which you represent.

Explanatory notes

- If you are an **individual**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **partnership**, the signatory must be all partners, or one partner with the authority to sign on behalf of all partners receiving the grant. You should be prepared to provide evidence of this authorisation upon request.
- If you are a **proprietary company incorporated under the *Corporations Act 2001 (Cth)***, the signatory must be the sole director and company secretary, as required under section 127 of the *Corporations Act 2001 (Cth)*. If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary acting as a witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are a **company incorporated under the *Corporations Act 2001 (Cth)***, the signatories must be two directors, or one director and one company secretary, as required under section 127 of the *Corporations Act 2001 (Cth)*. If required by your Constitution, please affix your **company seal** in the presence of two directors, or one director and one company secretary acting as a witness, or if your company has only one director – that director and a suitable witness, (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are a **company incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)* (CATSI Act)**, the signatories must be two directors, one director and one company secretary, or if your company has only one director – that director, as required under section 99-5 of the CATSI Act. If required by your Constitution, please affix your **company seal** in the presence of two directors, or one director and one company secretary, or if your company has only one director – that director. For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are an **individual trustee of a trust**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date). You must sign in your capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words 'as trustee for [name of trust]' should be included in the signature block.
- If you are a **corporate trustee of a trust**, the signatory must be the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, as required under section 127 of the *Corporations Act 2001 (Cth)*. If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, acting as witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink. The company must sign in its capacity as a

trustee and not the trust. The trustee is the legal entity entering into the agreement. The words 'as trustee for [name of trust]' should be included in the signature block.

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.

If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).