

AGREEMENT

between

COMMONWEALTH OF AUSTRALIA

as represented by

The Office of the Status of Women

in the

Department of the Prime Minister and Cabinet

and

**THE AUSTRALIAN FEDERATION OF BUSINESS AND
PROFESSIONAL WOMEN INC**

in respect of

**Funding for the Provision of National Secretariat Services
under the 1999-00 National Women's Non-Government Organisations
Funding Programme**



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THIS AGREEMENT is made on the 29..... day of NOVEMBER..... 1999
BETWEEN the COMMONWEALTH OF AUSTRALIA represented by the Office of the Status of Women in the Department of the Prime Minister and Cabinet (“**the Commonwealth**”)

AND

THE AUSTRALIAN FEDERATION OF BUSINESS AND PROFESSIONAL WOMEN INC incorporated under the laws of the Australian Capital Territory, the registered office of which is situated at 63 Rutherford Street SWAN HILL VICTORIA 3585 (“**the Organisation**”)

WHEREAS:

- A. The National Women’s Non-Government Organisations (“NGOs”) Funding Programme administered by the Office of the Status of Women (“OSW”) in the Department of the Prime Minister and Cabinet (“the Department”) provides funding for the provision of National Secretariat Services by selected national women’s NGOs Secretariats (“National Secretariats”). Except for the first year in which funding is pro-rated to \$75,000, National Secretariats will be funded at \$100,000 a year until 30 June 2002, subject to satisfactory quarterly reviews, for the provision of National Secretariat Services.
- B. The Organisation, a national women’s NGO, has put forward a proposal to the Department for funding as a National Secretariat.
- C. On the basis of the information presented in the proposal, the Department has assessed the Organisation as meeting the National Women’s NGOs Funding Programme criteria and has selected the Organisation as a National Secretariat.
- D. The Organisation recognises the need for the maintenance of budgetary and accounting controls for the Funding, as set out in this Agreement, to ensure proper accountability for the use and expenditure of the Funds.
- E. The Commonwealth agrees to provide the Funds to the Organisation, and the Organisation agrees to accept responsibility for the administration of the Funds, on the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretations

- 1.1 In this Agreement, unless the contrary intention appears:

Agreement Material means all Material (including Commonwealth Material) brought or required to be brought into existence as part of, or for the purposes of, performing the National Secretariat Services, but not limited to documents, equipment, information or data stored by any means;

Agreement Price means the sum of money specified in Schedule 1 that the Commonwealth shall pay the Organisation for the performance of the National Secretariat Services;

Audited Financial Report means a full report of the Organisation's financial situation and transactions which have been examined by an independent person who has recognised accounting qualifications;

Budget means the budget for the expenditure of the Funding set out in Schedule 1;

Commonwealth Material means any Material provided by the Commonwealth to the Organisation for the purposes of this Agreement or which is copied or derived from Material so provided;

Department means the Commonwealth Department of the Prime Minister and Cabinet;

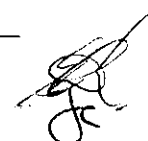
Financial year means the financial year commencing 1 July in one year and ending on 30 June the next following year, except for the financial year for 1999-2000 which for the purposes of this Agreement commences on 1 October 1999 and ends 30 June 2000;

Funds or Funding means the funds payable to the Organisation by the Commonwealth in accordance with this Agreement;

Funding Period means the period from 1 October 1999 until 30 June 2002 or the termination of this Agreement, whichever is earlier;

Intellectual Property includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, trade secrets and know how and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

Material includes documents, equipment, software, goods and any medium whatsoever in which information is embodied;



National Secretariat Services means:

- (a) the provision of policy advice to Government on policy matters;
- (b) consultation with a broad cross-section of women; or
- (c) the dissemination of information to a broad cross-section of women, and the community in general, about the availability of services and a description of government initiatives;

in relation, but not limited to, some or all of the following policy areas:

- (d) women's economic security, including retirement incomes;
- (e) labour force issues for women;
- (f) women in leadership and decision making;
- (g) legal issues for women and protection of the law; and
- (h) international issues for women.

OSW means the Commonwealth Office of the Status of Women;

Outcomes means the outcomes set out in Schedule 1;

Parties means the Commonwealth and the Organisation;

Programme means the National Secretariat (Stream 1) funding component of National Women's Non-Government Organisations Funding Programme administered by OSW in the Department;

Programme Objectives are, for Stream 1 to support broadly representative, effective and viable national women's non-government organisations which contribute actively to government policies and strategies affecting women; and enable a diverse range of women's views to be considered. Stream 1 funding will support the achievement of these objectives through the provision of National Secretariats to provide policy advice, consultation and information services, supported by sound governance, relevant to government policy priorities for women in areas, including but not limited to, economic security (including retirement income), labour force issues for women, women in



leadership and decision making, international issues for women and legal issues for women and the protection of the law;

Quarter means each of the following periods during the Funding Period:

- (a) 1 July to 30 September;
- (b) 1 October to 31 December;
- (c) 1 January to 31 March; and
- (d) 1 April to 30 June.

Year 2000 Compliance means in relation to software or equipment, that neither performance nor functionality of the software or equipment is affected by dates prior to, during or after the year 2000. In particular, but without limiting the foregoing:

- (a) no value for the current date will cause any interruption in the operation of the software or equipment;
- (b) date based functionality must behave consistently and correctly for all dates, and the change to or from any date, prior to, during or after the year 2000, including without limitation:
 - (i) 9 September 1999;
 - (ii) 31 December 1999;
 - (iii) 1 January 2000;
 - (iv) 29 February 2000; and
 - (v) 31 December 2000;
- (c) in all interfaces and data storage, the century in any date must be specified either explicitly or by unambiguous algorithms or inferencing rules;
- (d) the Year 2000 must be recognised as a leap year in terms of handling both 29 February and day 366;
- (e) the software and equipment must be able to interface with and continue to operate when interfaced with any Related Products, whether that Related Product references years before and after the end of 1999 by two or four digits; and

Within the meaning of Year 2000 Compliance:



- (a) "**Calculation**" includes, but is not limited to, the calculation, comparison, sequencing and any combination required, which accommodates same century and multi century formulae and data values and date data interface values such as leap year calculations and date data century recognition; and
- (b) "**Related Product**" means any item of equipment, software, firmware, microcode, protocol or system that the software or equipment:
 - (i) shares information with relating to Calculations; or
 - (ii) operates with to complete a function involving the recording of an interval of time.

1.2 In this Agreement, except where the context otherwise requires:

- (a) words importing a gender include any other gender;
- (b) words in the singular number include the plural and words in the plural number include the singular;
- (c) clause headings are for convenient reference only and have no effect in limiting or extending the meaning of the provisions to which they refer;
- (d) all references to dollars are to Australian dollars;
- (e) where any word or phrase has a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (f) the Schedules and any attachments form part of this Agreement;
- (g) where any conflict arises between the terms and conditions contained in the clauses of this Agreement and any part of the Schedules (and attachments if any), the terms and conditions of the clauses prevail; and
- (h) where any conflict arises between any part of the Schedules and any part of an attachment, the Schedules prevails.

2. Term

- 2.1 This Agreement shall commence on the date the Parties sign the Agreement and shall, subject to clause 2.2, be for a period of less than 3 years ending on 30 June 2002.



- 2.2 At the end of each financial year during the Agreement the Commonwealth will review the Organisation to ensure that it has achieved all Outcomes required under Schedule 1. In undertaking the review, the Commonwealth may use any relevant material it wishes, including without limitation:
- (a) the reports which the Organisation has provided to the Commonwealth in the past 12 months in accordance with Clause 7 of this Agreement;
 - (b) any other relevant material including material which it requires the Organisation to provide for the purpose of this review;
 - (c) surveys of women who are recipients of National Secretariat Services; and
 - (d) interviews with employees of the Organisation.
- 2.3 The Parties agree that the Funding for the second year and the third year will in each case be made available by the Commonwealth to the Organisation only upon the Commonwealth being satisfied from the review undertaken in accordance with clause 2.2 that the Organisation has satisfactorily achieved the agreed objectives and Outcomes for the previous financial year.

3. Provision of National Secretariat Services

The Organisation shall carry out the National Secretariat Services.

4. Payment of Funding

- 4.1 Subject to Parliamentary appropriation and subject to this Agreement, the Commonwealth shall pay the Funds to the Organisation at the times and in the manner specified in Schedule 1.
- 4.2 Where monies are not fully expended at the end of each financial year, then the Commonwealth will in its absolute discretion determine whether:
- (a) the monies unexpended in that financial year may be carried forward and used in addition to the monies committed by the Commonwealth for the following financial year; or
 - (b) the monies unexpended in that financial year must be offset against the amount committed by the Commonwealth for the following financial year.
- 4.3 At the end of the Funding Period all unexpended monies must be dealt with in accordance with clause 20.



5. Use of Funds

5.1 The Organisation shall use the Funds only:

- (a) to provide the National Secretariat Services; and
- (b) to meet the Outcomes in Schedule 1;
- (c) in accordance with the Budget; and
- (d) during the Funding Period.

5.2 The Organisation shall not commit any part of the Funds for expenditure, which is likely to occur after the end of the Funding Period.

5.3 The Organisation shall not seek core funding for national secretariat services from any other Commonwealth, State, Territory or Local government agency or department during the Funding Period.

5.4 Notwithstanding clause 5.3, if the Organisation receives additional funding from any other Commonwealth, State, Territory or Local government agency or department during the Funding Period, they must notify the Department in writing full details of the additional funding.

6. Management of Funds

6.1 The Organisation shall:

- (a) deposit on receipt, and hold, the Funds in a bank account controlled solely by the Organisation, which may not be used for any other purpose;
- (b) ensure that money cannot be withdrawn or transferred from the account without the signatures of at least two office holders of the Organisation; and
- (c) notify the Commonwealth of the identifying details of the account.

6.2 The Organisation shall keep proper accounts and records of its transactions and affairs in relation to the use of the Funds, separately from other accounts and records of the Organisation, in accordance with accounting principles generally applied in commercial practice and as required by law, and shall ensure that all payments out of its moneys are correctly made and properly authorised and adequate control is maintained over the incurring of liabilities.



- 6.3 Moneys earned by the Organisation from interest on the Funds shall be used and dealt with by the Organisation as if those moneys earned were part of the Funding.

7. Reports

The Organisation agrees to provide the Commonwealth:

- (a) within 60 days of the end of each financial year of the Funding Period a detailed report on the activities of the Organisation during the preceding financial year, which includes but is not limited to:
 - (i) the annual report of the Organisation;
 - (ii) an Audited Financial Report which certifies that Funds received during the preceding financial year by the Organisation under this Agreement have been expended in performance of the Organisation's obligations under this Agreement;
 - (iii) any other matter relevant to the performance of the National Secretariat Services under the Agreement;
- (b) at the completion of each quarter, a quarterly report on progress against the outcomes contained in Schedule 1;
- (c) within 30 days of the end of the Funding Period:
 - (i) a final report setting out details of the final Outcome of the Programme with details of both qualitative and quantitative outputs and showing how the Organisation has achieved all of the agreed Outcomes; and
 - (ii) an Audited Financial Report which certifies that Funds received by the Organisation under this Agreement have been properly expended in the performance of the National Secretariat Services; and
- (d) any other information that the Commonwealth may from time to time notify the Organisation in writing that it requires.

8. Performance Monitoring by the Commonwealth

- 8.1 The Commonwealth will monitor the ongoing performance of the National Secretariat Services.



- 8.2 To assist the Commonwealth in the monitoring of the ongoing performance of the National Secretariat Services, the Commonwealth :
- (a) will:
 - (i) use the reports provided under clause 7; and
 - (ii) use assessments of the Organisation made by the Commonwealth's officers; and
 - (b) may:
 - (i) at any time commission or conduct a more detailed evaluation of the Organisation's delivery of the National Secretariat Services; and
 - (ii) use any other source of information.
- 8.3 The Organisation agrees to provide all reasonable assistance to and cooperation with the Commonwealth in carrying out any of its functions under clause 8.1.
- 8.4 If as a result of its monitoring of the Organisation under sub-clause 8.1 the Commonwealth concludes that the performance of the National Secretariat Services is unsatisfactory it may notify the Organisation that it requires it to implement a remedial plan, and upon receiving such notification, the Organisation must implement a remedial plan as approved by the Commonwealth.
- 8.5 If the Organisation does not comply with a notification of the Commonwealth under sub-clause 8.4, the Commonwealth may exercise its rights under clause 18.

9. Dispute Resolution

- 9.1 Subject to clause 9.4, before resorting to external dispute resolution mechanisms, the parties shall attempt to settle by negotiation any dispute in relation to this Agreement including by referring the matter to personnel who may have authority to intervene and direct some form of resolution.
- 9.2 If the dispute is not settled by the parties within 10 business days of one party first sending to the other party written notice that they are in dispute, the dispute may be the subject of court proceedings or may be submitted to some alternative dispute resolution mechanisms as may be agreed in writing by the parties.
- 9.3 Notwithstanding the existence of a dispute, each party shall continue to perform its obligations under this Agreement.



- 9.4 A party may commence court proceedings relating to any dispute arising from the Agreement at any time where that party seeks urgent interlocutory relief.
- 9.5 This clause 9 shall survive the termination and expiration of this Agreement.

10. Eligibility

The Organisation must immediately notify the Commonwealth in writing if it becomes aware of any matter which may affect its eligibility to continue as a Funding recipient or its capacity to comply with the provisions of this Agreement.

11. Access to premises and records

11.1 The Organisation shall, at all reasonable times, give to persons authorised in writing by the Commonwealth, access to premises occupied by the Organisation where the National Secretariat Services are being undertaken and shall permit those persons to inspect and copy the performance of the National Secretariat Services and any Agreement Material or other Material relevant to this Agreement.

11.2 The Organisation must:

- (a) allow properly authorised officers and agents of the Auditor-General reasonable access on reasonable notice during normal working hours to the Organisation's personnel, premises, equipment, systems and documentation for the purposes of any audit being conducted under the *Auditor-General Act 1997*; and
- (b) co-operate fully with the persons referred to in paragraph (a) and respond promptly to, and comply with, any reasonable request from them.

12. Material

Ownership of all Agreement Material, including Intellectual Property, vests at all times in the Commonwealth unless otherwise agreed between the Parties.



13. Disclosure of Information

- 13.1 The Organisation agrees not to disclose to any person other than the Commonwealth, any information relating to this Agreement without prior approval in writing from the Commonwealth.
- 13.2 The Commonwealth may impose any conditions or restrictions it considers appropriate when giving its approval under clause 13.1.
- 13.3 The Commonwealth may at any time require the Organisation to give, and to arrange for its officers, employees, agents and subcontractors engaged in the performance of the National Secretariat Services to give, undertakings in writing in a form required by the Commonwealth, relating to the non-disclosure of information.
- 13.4 If the Organisation receives a request under clause 13.3 it agrees to arrange promptly for all such undertakings to be given.
- 13.5 The obligations on the Organisation under this clause 13 will not be taken to have been breached where the information referred to is legally required to be disclosed.
- 13.6 This clause 13 will survive the expiration or termination of this Agreement.

14. Commonwealth Approval

- 14.1 The Organisation shall not make any public announcement, statement, publish or release any agreement material produced as part of the National Secretariat Services provided by the Organisation without the prior approval of the Commonwealth in writing.
- 14.2 The Commonwealth and the Organisation enter into this agreement in the spirit of cooperation and a desire to increase an effective dialogue on issues affecting women. In keeping with this, the Organisation will take reasonable steps to bring to the attention of the Commonwealth in a timely manner any other public announcement, statement, publication or release of information not relating to agreement material on issues affecting women.

15. Conflict of Interest

- 15.1 The Organisation warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Agreement no conflict with the interests of the Commonwealth exists or is likely to arise in the carrying out of its obligations under this Agreement.



- 15.2 If, during the term of this Agreement a conflict of interest arises, or appears likely to arise, the Organisation agrees to:
- (a) notify the Commonwealth immediately in writing;
 - (b) make full disclosure of all relevant information relating to the conflict; and
 - (c) take such steps as the Commonwealth may reasonably require to resolve or otherwise deal with the conflict.
- 15.3 If the Organisation does not notify the Commonwealth or is unable or unwilling to resolve or deal with the conflict as required, the Commonwealth may terminate this Agreement in accordance with the provisions of clause 18.
- 15.4 The Organisation shall not, and shall ensure that any employee, agent or subcontractor of the Organisation does not, engage in any activity or obtain any interest during the course of this Agreement that is likely to conflict with or restrict the Organisation in performing the National Secretariat Services.

16. Sub-Contracting

The Organisation shall not, without the prior written approval of the Commonwealth, sub-contract to any person the performance of the whole or any part of the National Secretariat Services. Where the Commonwealth approves the subcontracting, the Organisation will remain liable to the Commonwealth for the carrying out of this Agreement.

17. Termination where no appropriation

- 17.1 Notwithstanding any other provision of this Agreement, the Commonwealth may, where the Agreement is for a period of more than 12 months and where there is no appropriation for the following year of the Agreement, terminate this Agreement upon giving 3 month's written notice to the Organisation.
- 17.2 If this Agreement is terminated under sub-clause 17.1, the Commonwealth shall be liable only for:
- (a) payments due under this Agreement for National Secretariat Services satisfactorily rendered before the effective date of termination; and



- (b) subject to sub-clause 17.4 and 17.5 any reasonable costs incurred by the Organisation and directly attributable to the termination or reduction of this Agreement.

17.3 Upon receipt of a notice of termination the Organisation shall:

- (a) stop work as specified in the notice;
- (b) take all available steps to minimise loss resulting from that termination or reduction and to protect Agreement Material; and
- (c) continue work on any part of the National Secretariat Services not affected by the notice.

17.4 The Commonwealth shall not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the Organisation under this Agreement, together exceed the Agreement Price. The Organisation shall not be entitled to compensation for loss of prospective profits.

17.5 Where this Agreement is terminated and the Organisation has repaid monies to the Commonwealth under clause 17.1, the Commonwealth may re-allocate any repaid paid monies or not at its absolute discretion.

18. Termination for Default

18.1 If the Organisation is in default under this Agreement on account of the failure to perform or observe any obligation or undertaking to be performed or observed on its part under this Agreement the Commonwealth may by notice in writing to the Organisation, terminate this Agreement and upon termination the Organisation must repay all monies granted to it by the Commonwealth and return Agreement Material to the Commonwealth.

18.2 Where the default is capable of being remedied, the Commonwealth must not exercise its rights of termination under sub-clause 18.1 unless:

- (a) it has first given to the other Party notice in writing specifying the default and requiring the other Party to remedy it within the time (being not less than 10 Business Days) specified in the notice; and
- (b) the default is not remedied within the time set out in the notice.

18.3 Notwithstanding any other provision of this Agreement, in the event that:

- (a) any order is made, or a resolution is passed, to wind up the Organisation or place it under official management, or a receiver to all or part of the undertaking of the Organisation is appointed; or



- (b) the Organisation enters into a scheme of arrangement or compromise with its creditors; or
- (c) the membership, structure or nature of the Organisation is altered so that in the opinion of the Commonwealth, the Organisation cannot carry out its obligations under this Agreement,
- (d) The Commonwealth may terminate this Agreement with immediate effect by written notice to the Organisation.

19. Privacy Principles

All personal information will be dealt with in accordance with the Privacy Principles contained in the *Privacy Act* and as set out in Schedule 3.

20. Repayment of Funds

20.1 If:

- (a) on the expiry of the Funding Period, any part of the Funds:
 - (i) remains unspent or uncommitted; or
 - (ii) cannot, by reconciliation between the accounts and records maintained by the Organisation (as reported to the Commonwealth by the Organisation) and the Budget, be shown to the reasonable satisfaction of the Commonwealth to have been spent or committed in accordance with this Agreement; or
- (b) at any time the Commonwealth forms the reasonable opinion that any part of the Funds has been spent or committed by the Organisation other than in accordance with this Agreement;

the Commonwealth may by notice to the Organisation require the Organisation to repay that part of the Funds, and the Organisation must repay the notified amount to the Commonwealth within one month of receipt of the notice.

20.2 If the Organisation fails to repay any part of the Funds in accordance with a notice issued under clause 20.1:

- (a) the Organisation will owe the Commonwealth interest on the unrepaid amount from the date it was due for the period it remains unrepaid, calculated at an interest rate equal to the weighted average yield of the 13 week Treasury notes allotted in the latest tender of those notes prior to the date on which the amount was payable plus 1%; and

- (b) the unrepaid amount, and interest owed under this clause:
 - (i) will be recoverable by the Commonwealth as a debt due to the Commonwealth by the Organisation; and
 - (ii) at the Commonwealth's discretion, may be set off against any other money due to the Organisation by the Commonwealth, whether under this Agreement or otherwise.

20.3 The Organisation acknowledges that interest calculated in accordance with clause 20.2(a) represents a reasonable pre-estimate of the loss incurred by the Commonwealth as a result of the loss of investment opportunity for, or the reasonable cost of borrowing other money in place of, the amount which should have been repaid.

21. Indemnity

21.1 The Organisation shall indemnify the Commonwealth from and against any:

- (a) loss, liability or expense incurred directly by the Commonwealth;
- (b) loss, liability or expense incurred by the Commonwealth in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Commonwealth,

arising from:

- (c) any act or omission by the Organisation, its officers, employees, agents or subcontractors in connection with this Agreement where there was fault (including, without limitation, any negligent or otherwise tortious act or omission) on the part of that person; or
- (d) any failure by the Organisation to comply with its obligations under this Agreement.

21.2 The right of the Commonwealth to be indemnified under this clause 21 is in addition to, and not exclusive of, any other right, power or remedy provided by law.

21.3 In this clause 21, "Commonwealth" includes officers, employees and agents of the Commonwealth.



21.4 This clause 21 will survive the expiration or termination of this Agreement.

22. Negation of employment, partnership and agency

- 22.1 The Organisation, its employees, partners and agents shall not, by virtue of this Agreement, be or for any purpose be deemed to be an employee, partner or agent of the Commonwealth.
- 22.2 The Organisation shall not and shall ensure that its employees, partners and agents do not represent themselves as being an employee, partner or agent of the Commonwealth.

23. Insurance

- 23.1 The Organisation must effect and maintain the following insurance unless the Commonwealth agrees that all or any are not relevant:
- (a) worker's compensation insurance at the level specified under relevant state or territory legislation;
 - (b) public liability insurance to the value of \$5m;
 - (c) professional indemnity insurance to the value of \$5m.
- 23.2 Where requested, the Organisation must provide the Commonwealth with a copy of any insurance policy required under clause 23.1 which is acceptable to the Commonwealth.

24. Entire agreement, variation and severance

- 24.1 This Agreement records the entire agreement between the Parties in relation to its subject matter.
- 24.2 No variation of this Agreement is binding unless it is agreed in writing between the Parties.
- 24.3 Any reading down or severance of a particular provision does not affect the other provisions of this Agreement.

25. Waiver

- 25.1 If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.



25.2 A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right.

25.3 In this clause 25, 'rights' means rights or remedies provided by this Agreement or at law.

26. Compliance with law

The Organisation shall ensure that in carrying out its functions and expending the Funds, it complies with all relevant Commonwealth, State, Territory and local government laws, regulations and by-laws.

27. Applicable law

The laws of the Australian Capital Territory apply to this Agreement.

28. Taxes

28.1 Except as provided by this clause, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement shall be borne by the Organisation.

28.2 The amounts payable to the Organisation under this Agreement, as indicated in Schedule 1, do not include an amount to cover any liability of the Organisation for Goods and Services Tax (GST) on any taxable supplies as determined under *A New Tax System (Goods and Services Tax) Act 1999* (the GST Act).

28.3 The Commonwealth will pay to the Organisation the amount, if any, of GST that becomes payable under the GST Act from 1 July 2000 in relation to the agreement price.

28.4 The Commonwealth will make payments as specified in clause 28.3 provided the Organisation complies with all requirements, including being registered for the Australian Business Number and Goods and Services Tax, under the GST Act and other legislation.

29. Year 2000 Compliance

The Organisation shall ensure that the Agreement material including any information or data required to be created, used or provided under the Agreement will not be adversely affected by a Year 2000 compliance failure.



30. Notices

30.1 The address of the Commonwealth for the purposes of this Agreement shall, unless otherwise notified in writing by the Commonwealth to the Organisation, be:

Office of the Status of Women
Department of the Prime Minister and Cabinet
3-5 National Circuit
BARTON ACT 2600

30.2 The address of the Organisation for the purposes of this Agreement shall, unless otherwise notified in writing by the Organisation to the Commonwealth, be:

Australian Federation of Business and Professional Women Inc
PO Box 1267
SWAN HILL VIC 3585

30.3 Any notice, request or other communication required to be given under this Agreement may be delivered by hand, sent by pre-paid post or transmitted electronically, and if it is sent or transmitted electronically a copy is to be sent to the addressee by pre-paid post.

30.4 A notice is deemed to be received if:

- (a) delivered personally, on the date of delivery;
- (b) sent by person to person registered mail, on the date that the acknowledgment of the delivery is completed by the recipient; and
- (c) sent by facsimile, on the completion of transmission without evidence of garbling or incomplete transmission.



EXECUTED as an Agreement

SIGNED SEALED AND DELIVERED)
for and on behalf of the)
COMMONWEALTH OF AUSTRALIA)
by:)

Joanne Marie CALDWELL)

Name of signatory)

Acting First Assistant Secretary)
Office of the Status of Women)

Position of signatory)

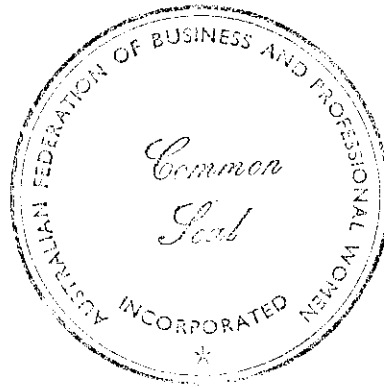
in the presence of:)

Kim FRASER)

Name of witness)

[Handwritten signature of Kim Fraser])
Signature of witness)

[Handwritten signature of Joanne Marie Caldwell])
Signature)



Affix seal

THE COMMON SEAL of)
The Australian Federation of Business)
And Professional Women Inc)
was affixed to this deed)
in the presence of:)

..... E.L.D. DORAN KEENAN.....)

Name of President/Secretary/Chairperson)

and:)

..... Karley Renee Rogers.....)

Name of Secretary/other permanent officer)

[Handwritten signature of E.L.D. Doran Keenan])
Signature of President/Secretary/Chairperson)

[Handwritten signature of Karley Renee Rogers])
Signature of Secretary/other permanent officer)

[Handwritten initials]

SCHEDULE 1 - Outcomes Schedule

This agreement has been negotiated between the Australian Federation of Business and Professional Women Inc and the Commonwealth Office of the Status of Women (OSW) in the spirit of cooperation and acknowledges the need to be accountable for the expenditure of government funds. The agreement is based on the following principles:

- That both parties recognise the important role of women's non-government organisations in contributing to the development of well informed public policy;
- That both parties recognise the need to clarify and agree upon the range and extent of the services to be provided by the non-government organisation for the funding provided by OSW at least on an annual basis;
- That the Board of the Australian Federation of Business and Professional Women Inc recognises its role and responsibilities in fulfilling the terms and conditions of the agreement.

BPW's submission is at Schedule 2 as a guide to the kinds of activities that will be undertaken in meeting the outcomes set out in this Schedule. To the extent that Schedule 2 conflicts with Schedule 1, Schedule 1 will prevail.

Schedule
1



Schedule 1 continued

KEY OUTCOME 4: GOVERNANCE

OUTCOMES	PERFORMANCE MEASURES	TARGETS	ACHEIVEMENTS
<ul style="list-style-type: none"> • A well managed and accountable organisation • Maintenance of an effective and representative national women's secretariat 	<ul style="list-style-type: none"> • Evidence of forward planning, sound organisational policies and responsible financial management • Accountability requirements met in a timely manner • Existence of financial management systems that enable financial reporting that is accurate, timely and monitored by the organisation's Board • Improved participatory structures and mechanisms for member organisations and constituencies • Best practice employment policies and procedures in place • Membership base increased, in particular focussing on younger women • Structures are representative and regularly reviewed. • Increase in numbers of women in the organisation's decision making role 	<ul style="list-style-type: none"> • The Board to develop, maintain and continuously review its governing policies in relation to strategic aims, executive responsibilities, board/executive relationship and governance process • Effective management of public funding • Effective financial management of the organisation • All statutory and other legal obligations of the Board to be fulfilled • Strengthening the capacity of the organisation to compete for funding from a variety of sources • Women to increasingly participate in organisational decision making at the national and state/territory levels 	

Schedule 1 continued

KEY OUTCOME 3: INFORMATION AND EDUCATION			
OUTCOMES	PERFORMANCE MEASURES	PRIORITY TARGETS	ACHEIVEMENTS
<ul style="list-style-type: none"> Activities which support women's access to information on relevant issues relating to Government initiatives; Contribution to building the positive profile of women, women's achievements and women's issues, including community education Dissemination of accurate information to members and the wider community about policy development Provision of information to influential private and public organisations involved in shaping public policy to build their understanding of women's policy issues 	<ul style="list-style-type: none"> Quality and range of publications and other channels of communication Production of resource material and use of resources by other agencies (including government and the community) Range of opportunities provided for participation and number and diversity of women participating Information, consultation processes and resource materials reflect attention to diversity and cultural appropriateness Constructive media activity Range and effectiveness of conferences and seminars Attendance by Government and private sector participants at conferences and seminars 	<ul style="list-style-type: none"> Production, dissemination and expansion of monthly 'Newsletter' Production, expansion and dissemination of the 'Quarterly Publication' Produce a range of information materials in the areas of making your club work; women in politics, workplace agreements for women, accessing the sharemarket, applying for paid board positions; service contracts. Participate in Budget Briefing sessions and dissemination of information to state/territory councils and constituents Development and implementation of an effective strategy for lobbying Government Range and frequency of media exposure Web site to be continuously updated Range and quality of activities designed to build a positive profile of women, their achievements and issues 	

Schedule 1 continued

KEY OUTCOME 2: CONSULTATION	OUTCOMES	PERFORMANCE MEASURES	PRIORITY TARGETS	ACHEIVEMENTS
<ul style="list-style-type: none"> • Consultation with a wide range of women (including members, other women's organisations and in the broader community) and other stakeholders as relevant, particularly as this informs policy advice to Government; • Development of partnerships with other stakeholders, including other women's NGO organisations • Promotion of informed public debate regarding women's policy issues • Maintenance of constructive working relationships with the Office of the Minister assisting the Prime Minister on the Status of Women. OSW and other Commonwealth agencies, including early advice on likely media activities. 	<ul style="list-style-type: none"> • Range of consultations and effectiveness of consultation methods utilised • Number and range of advisory bodies and external committees where the organisation is represented • Numbers and diversity of women and women's organisations participating in consultations • Demonstrated links, joint activities and strategic alliances with other national NGOs, and in particular the other two National Secretariat organisations funded by OSW, and the effectiveness of these relationships • Approaches by OSW and other relevant Government agencies to organisations for participation and involvement in policy matters • Quality and effectiveness of engagement with Government and other stakeholders in formulating policy responses and consultative processes 	<ul style="list-style-type: none"> • Consultations to inform policy advice to Government either on request or as part of the organisation's ongoing program of consultation • Expansion of the organisation's communications infrastructure at the international, national, state/territory and local community levels • Development and implementation of strategies to build partnerships and alliances with key stakeholders (including other women's NGOs) • Increase in partnerships/alliances and cross-organisational consortiums against benchmarks • Development and maintenance of a constructive working relationship with the Minister's Office, OSW and other Commonwealth departments and agencies through periodic informal and formal discussions, fulfilling all the terms and conditions of this funding agreement. • Provision of timely written advice about forthcoming events or emerging issues likely to attract media attention 		

Schedule 1 continued

KEY OUTCOME 1: POLICY ADVICE			
KEY OUTCOMES	PERFORMANCE MEASURES	PRIORITY TARGETS	ACHEIVEMENTS
<ul style="list-style-type: none"> Provision of well informed, relevant and timely advice to Government on identified policy priorities in the definition of National Secretariat Services Contribution to international women's policy from a non-government perspective Provision of advice which reflects the diversity and heterogeneity of women and which provides balanced analyses of common concerns, competing interests, key sensitivities and the pros and cons of advice or options; Identification of, and advice on emerging issues affecting women Broadening the range and number of women's organisations who can actively contribute to policy development through establishing and maintaining partnerships. 	<ul style="list-style-type: none"> Quality and timeliness of advice and submissions Range, breadth and depth of women's issues addressed Demonstrated credibility with members and constituents Mutual assessment of influence and impact on policy Strategies developed to increase participation of women's organisations in policy development both nationally and internationally Participation in the policy initiatives of the other two national women's secretariats funded by OSW. 	<ul style="list-style-type: none"> Relevant, well-informed and timely advice of a high quality to all specific requests from Government as well as advice provided on the organisation's initiative in the areas of women's economic security, labour force issues, leadership and decision making, international issues, legal issues and the protection of the law Identification and provision of information on emerging issues of women's policy Range and quality of research methods employed in the development of policy advice to Government 	

SCHEDULE 1 Continued

Agreement Price:

\$75,000 for the period 1 October 1999 – 30 June 2000

\$100,000 for the period 1 July 2000 – 30 June 2001

\$100,000 for the period 1 July 2001 – 30 June 2002

Payment

The agreement price for each financial year will be paid as follows subject to satisfactory completion of quarterly reports in accordance with the outcomes described in this Schedule:

FINANCIAL YEAR	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
1999-2000		\$35,000 on signing of contract	\$20,000 on 31 December 1999	\$20,000 on 31 March 2000
2000 –2001	\$25,000 on 1 July 2000	\$25,000 on 1 October 2000	\$25,000 on 1 January 2001	\$25,000 on 1 April 2001
2001-2002	\$25,000 on 1 July 2001	\$25,000 on 1 October 2001	\$25,000 on 1 January 2002	\$25,000 on 1 April 2002

Request For Tender

From

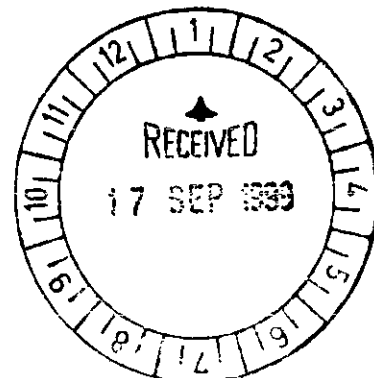
*Schedule
2*

**Australian Federation of
Business and Professional Women Inc**

Re

**National Women's Non-Government Organisations Funding
Programme
Stream 1 – National Secretariats**

**BPW Australia
PO Box 1267
Swan Hill VIC 3585**





BPW Australia

Australian Federation of Business and Professional Women Inc

ARBN 007 509 337

AUSTRALIAN FEDERATION OF BUSINESS & PROFESSIONAL WOMEN'S PREAMBLE

BPW Australia is the authoritative voice of women in the paid workforce of Australia. It works to raise the status of women by lobbying governments on all issues affecting women, especially those in the paid workforce.

BPW Australia encourages women to become well-informed and active at local, State, Federal and International government levels. It co-operates with business and professional women in other countries to encourage international understanding and provides a forum for the discussion of international issues.

BPW encourages networking and the self development of members by gaining necessary skills and confidence to widen their own horizons and work towards improving the status of women.

The formal aims and objectives of BPW are:

- ◆ To organise business and professional women in all parts of Australia for the attainment of the following objectives:
 - ⇒ High standard of service in business and the professions;
 - ⇒ Stimulate and encourage in women a realisation and acceptance of their responsibilities to the community, locally, nationally and internationally
 - ⇒ Encourage women and girls to:
 - *acquire occupations training and advanced education,
 - *use their occupational capacities and intelligence for the advantage of others as well as themselves
 - ⇒ Work for:
 - *equal opportunities for women in the economic, political, social and cultural life of Australia
 - *the elevation of the status of women,
 - *the removal of discrimination
 - ⇒ Promote world-wide co-operation between business and professional women.
- ◆ To collect and present the views of business and professional women to the public, to local government, to local authorities, to the Division and to the Australian Federation of Business and Professional Women.

PO Box 1267

Swan Hill, VIC 3585

Ph: (03) 509840

Ph/Fx: (03) 5032 0068

Email: <bpwaust@bpw.com.au>



AFFILIATED WITH INTERNATIONAL FEDERATION OF BUSINESS AND PROFESSIONAL WOMEN

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Organisation Details

Name: Australian Federation of Business and Professional Women Inc

Contact Officer: Ella Keenan, National President

Postal Address: PO Box 1267
Swan Hill VIC 1267

Telephone: (03) 5032 0068

Fax: (03) 5032 0068

Email: bpwaust@ozemail.com.au

Website: www.bpw.com.au

Legal Status: Incorporated body ARBN 007 509 337

Head Office: 63 Rutherford Street
Swan Hill Victoria 3585

Membership: See attached Appendix 1

Aims: See attached Appendix 2

Introduction & Background

BPW Australia is the authoritative voice of women in the paid workforce, business and professions in Australia. It works to raise the status of women by lobbying governments on all issues affecting women, particularly their economic empowerment.

It also empowers women by keeping them up to date with information and educational opportunities as well as giving them access to contacts and resources which enable them to further enhance their own chosen directions in life.

In addition, the organisation has a proven track record of providing information to government on the issues relevant and important to women today.

Two years ago, BPW formulated a five year plan to establish a national secretariat and ultimately expand its services to provide relevant, well researched and timely information to any women's organisation or other entity whose objectives address women's issues, particularly again economic empowerment and financial equality in retirement.

With the assistance of some government funding, we have now successfully established the secretariat in a manner designed to achieve best practice in all facets of its work.

Over the past year, we have expanded the services of the secretariat to the degree that we are now providing a monthly information newsletter to not only our members but everyone involved in our partnerships with other organisations as well. This newsletter is a valuable tool providing up to date details on all the activities of the partnership groups as well as seminars, new research, submission timetables, etc. Further information is always available from our BPW Australia's office to help people further access information (Sample newsletters are attached – Appendix 3).

We are now seeking funding to fulfill the next stages of our five year plan, namely to continue our expansion of services so that we can better service the needs of our members and other NGO's and to enable us to achieve more funding to move the office to Canberra with accommodation facilities to improve women's organisations access to government, in addition to continuing to provide best practice service to our own members.

BPW's ability to run a national secretariat has, we believe, already been clearly demonstrated, particularly in regard to the fact that National President Ella Keenan was asked to present a paper on running a low cost national secretariat at the OSW Women's Round Table in Canberra in 1998 and has since worked with some NGO organisations on the formulation of secretariat guidelines.

We would therefore be grateful for the funding to continue and further develop the secretariat so that we can fulfill our five year goal of having the structures in place to truly represent the interests of all women: through partnerships; lobbying; and the dissemination of educational material designed to assist in the economic and social empowerment of women through business, the professions and the paid workforce. It is our aim to achieve the financial independence for all women including women with disabilities, indigenous, ethnic and minority groups.



Selection Criteria

We believe BPW Australia fulfills the selection criteria required as follows:

1. National Women's NGO

BPW Australia is the peak women's small business organisation for Australia. BPW is the only professional women's organisation covering all professions and are a truly representative body of women in the workforce.

For 74 years, BPW Australia has worked in the interest of all women in the paid workforce as well as those whose endeavours are unpaid or voluntary.

2. Demonstrated knowledge and understanding of the structural, societal and familial issues which impact on women and demonstrated understanding of specific issues for different groups of women, including disadvantaged women

BPW Australia through its diversity of members and multiple working partnerships has developed an enormous databank of information and knowledge on women's issues relevant to all stratas of women in our society.

Our two way communication channels with members and other organisations ensures that this knowledge is constantly updated so that we are always on the leading edge of issues and their management. This is proven by the acknowledgment of BPW as one of the leading lobby groups for women. Included in our executive members is a representative of women with disabilities and this year we have our first indigenous young career women in our national titles, she is the Western Australian Young Career Woman.

BPW has ongoing working partnership relationships with Single Mothers Association, Older Women's Network, Women with Disabilities, National Council of Women, Osteoporosis Australia, Anti-Cancer Council, the Battle Against Cervical and Breast Cancer, the Rural Women's Foundation and many others as well as the federal partnership with the Government on Business Against Domestic Violence

3. Quality and depth of proposal relevant to requirements

We believe the following outline of our proposed activities, building on our successes to date, will clearly demonstrate that BPW has the knowledge, resources and expertise to not only fulfill but enhance the key objectives outlined by the OSW.

4. **Value for money in outcomes**

BPW can demonstrate clearly the personal cost not only of the voluntary labour but monetary contribution provided by our executive and council as well as the individual state executives, which nationally would more than double the paid component of the projected outcomes for this funding application. This does not include the personal contribution of the members of the 86 clubs throughout Australia.

5. **Demonstrated evidence of a broadly based membership**

BPW Australia has 86 diverse regional, rural and city clubs made up of a membership from the professions, businesses, students, paid and unpaid workforce. Current membership including paid, honorary and associate members exceeds 3,000.

However in total through our partnership agreements we reach in excess of 30,000 women in Australia. Internationally BPW Australia, in our own right, has working partnerships with over 10 million women in the Asia Pacific region.

BPW International is in 108 countries and BPW Australia is of course a member country with access to the knowledge and expertise of all these federations.

6. **Demonstrated capacity to represent a range of women (rather than only the organisation's membership or office holders)**

It should be noted that BPW Australia's National President is the spokesperson for the National Coalition Against Major Chain Dominance. The Coalition represents in excess of 350,000 members, thereby this is a good example of the number of people that BPW Australia represents.

As can be seen from the above partnerships, BPW has the contacts and experience of representing a diversity of women and their families as well as women's groups. In addition, we work with organisations whose objectives reflect the needs of women, their families, their businesses and the communities they serve, such as Council of Small Business Organisations of Australia (COSBOA) representing approximately 800,000 small businesses. BPW Australia's National President is the incoming chair of this organisation for the year 2000 as the need for women's input in the business community is essential we are proud of our ability to now speak for women in such a large area.

7. **Demonstrated capacity and willingness to work with government, other women's groups and other relevant stakeholders**

BPW Australia's partnership with the Federal Government's BADV program is an example of our commitment to working with the government on national issues. BPW Australia also has a national partnership with the Office of Small Business on the issues of women in business. BEP (Business Entry Point) is another partnership with the government to promote electronic access for to information for women and in 1998 our working partnership with AusIndustry in the presenting of national seminars on small business.

Included in Appendix is a BPW Australia business plan formulated with the Osteoporosis Foundation in 1999 for the promotion of information and education on this terribly important subject. We also have in process a similar type business plan with the National Anti-Cancer Foundation.

BPW Australia also has of course partnerships with other non government organization as will be seen by the rest of this document.

We believe the partnerships and activities outlined in this proposal clearly demonstrates not only BPW's willingness to work with government, women's groups and other stakeholders but a documented pattern of successful and productive working relationships with individuals and organisations from all these sectors.

Policy Priorities

We believe that BPW's fundamental policy priorities complement and extend those outlined by the OSW. Our structure, experience, knowledge and expertise allows us to fulfill our documented objectives of the economic and social empowerment of women through business, the professions, the paid and unpaid workforce.

This is particularly relevant in the current economic climate where women are going into business at three times the rate of men and are now considered a major force in the small business sector as both employers and employees.

It is now acknowledged that small business is the largest single employer in Australia and 70% of that workforce is women.

It is clear that the contribution to the economy of women through small business cannot be ignored and must be promoted at all times.

In addition, as this sector also provides for the economic and social empowerment of a significant number of Australian women, it is an area that must be constantly reviewed and measures put in place, through organisations such as BPW Australia, to assist these women to enhance their business skills and enable them to apply world's best practice. In this way, we will not only enhance the economic independence of the women themselves but assist them to make an even greater contribution to the economy and ensure the future of their families thereby influencing Australian society as a whole.

As an indication of the full scale of BPW's activities, we would therefore like to highlight those areas where we believe our priorities mirror those of OSW.

1. **Women's economic security**

One of BPW's primary aims is the economic empowerment of women irrespective of their social, employment or family situation. BPW's track record in this regard was clearly acknowledged this year by the Chinese Government allowing a study tour to Australia of five Chinese women to learn through BPW the economic empowerment of women through small business.

An example of our focus on the economic empowerment of women is assisting them to plan for financial independence in retirement, not only through superannuation but investment and good planning.

BPW has been heavily involved in the past five years in seminars/workshops to promote planning for retirement income and superannuation. This is an area which continues to be a great concern as the broken pattern of work undertaken by women due to the necessity of family commitments, etc does not allow women to address their own needs to the extent of planning for retirement.

This is one of the many areas of women's economic need where BPW will continue to lobby to change a situation which leads to inequality for women. In fact, our commitment to these types of issues included appearing in front of a Senate Inquiry investigating superannuation.

2. Labour force issues for women

BPW has a very strong workplace relations committee, which over the years has made hundreds of submissions and participated in ongoing consultations with government in all states and at Federal level. As recently as last month this ongoing commitment was demonstrated through two meetings with Minister for Workplace Relations Peter Reith.

Our publication Snakes and Ladders became the definitive work on enterprise bargaining for women and was reproduced by three state governments. In the same way, we believe our projected new publication on workplace agreements will be an essential tool for both female employers and employees in the future and will therefore be an invaluable asset for other women's organisations as well. The projected work on workplace agreements is a continuation of our work on this important area.

BPW commitment to labour force issues for women is well documented in every state in Australia and BPW's involvement continues to be held in the highest regard by all governments as they know that our work is based on women's needs not party politics. It is also known that BPW acts on behalf of all women not just their own members.

3. Women in leadership and decision making

BPW has a continuing national focus on women in leadership and decision making positions and has encouraged and supported many women to lead the way in these important areas.

BPW has an ongoing program including a seminar and conference kit available to clubs for the promotion of leadership and decision making skills for women in their community.

Our projected work on accessing paid boards for women is again an important aspect of our ongoing commitment in this area.

Mentoring is an important part of accessing leadership skills. BPW has been a leader in the field of mentoring for many years including the publication of a comprehensive work on multiple mentoring. We are currently developing a follow-up work to be published late in 1999 which will further expand the concept of multiple mentors. We would envisage this work being distributed to other women's NGO to assist their mentoring needs.

During 1999, BPW Australia's national focus months were on the topics of leadership, decision making, mentoring, workplace relations, aged care and family friendly work practices.

Women in Politics was a very successful campaign instituted by BPW four years ago and as part of its ongoing development a new Women in Politics seminar kit and workbook is one of the proposed activities on BPW's agenda nationally. This seminar kit and workbook is being designed not only for use by BPW clubs but other women's NGOs.

4. International issues for women

BPW Australia being part of International BPW has a permanent chair on the United Nations to address women's issues on a global scale. BPW is also the only women's NGO represented on the United Nations World Food Organisation and World Health Organisation. BPW Australia also has a representative on UNESCO, UNICEF, The United Nations at Geneva. The Economic Commission for Asia and the Pacific (ESCAP) and BPW Australia's representative at the women Minister's meeting on APEC. The United Nations Esther Hymer Library is named after a BPW member in recognition of her contribution to women's issues through BPW.

International BPW has also played an enormous part in CEDAW and has had a representative at all CEDAW meetings.

BPW Australia continues the tradition of high level productive involvement in international affairs through their involvement with CEDAW and the 5. O Project incorporating the maintenance and running of a training hospital in Mexico, the maintenance of programs in Bangladesh and Sri Lanka as well as many other programs and projects too many to list.

Through its Asia Pacific partnerships, BPW Australia instituted the first ever Oceania Region submit on domestic violence in Darwin in 1998. Partner members in this campaign against domestic violence include Papua New Guinea, Celebes Islands, New Zealand, Japan, Singapore and Canada. BPW Australia was the host of this inaugural meeting

A continuation of this international focus on domestic violence and the economic empowerment of women is our close working partnership with China and the ongoing study tour program with participants from both countries exchanging visits and information to assist in the implementation of measure to combat these worldwide problems.

As can be seen from these examples, BPW continues to work with women's organisations from throughout the world to address mutual issues such as health, food, education, small business, economic empowerment, domestic violence and 'the girl child'.

5. Legal issues for women and protection of the law

BPW has been working with the Attorney General's Department addressing the legal issues facing women, including the Privacy Act, Divorce Laws, the Family Court and Domestic Violence. When the Chinese delegation was in Australia this year we

facilitated two round table conferences with the Attorney General's Department in NSW and Victoria on the legal issues facing women today

We provide ongoing submissions on all of these areas, using the expertise of legally trained BPW members. Clearly this is an area that requires specialised knowledge and training so for this reason we do not actively participate at a club level, however we do provide input when and where appropriate at a state and federal level.

In addition, BPW supports and works with the National Women's Justice Coalition on issues of concern throughout Australia. We have cooperative relationship which allows us to contribute to each other's submissions and other activities to the benefit of all women. This partnership is an important one to both organisations.

BPW would like to institute round table conferences with the Attorney General's department and women's NGOs in every state to examine key legal issues affecting women. BPW had one such workshop at their national conference in Darwin in 1998, which of great benefit to all involved. This will be followed up in Adelaide with a similar session in the year 2000, however this time, funding permitting we would like to involve a greater diversity of women's NGOs.

Key Outcomes

We appreciate that if we are successful in this tender, a specific outcomes agreement will be negotiated. However, to give the selection panel an overall view of BPW's projected activities, we would like to outline the types of outcomes we wish to achieve.

1. Policy Advice Outcomes

As can be seen from the information already provided BPW has a strong background of 75 years of providing timely, relevant and well researched policy advice to all levels of government both in Australia and overseas.

BPW representatives sit on the following consultative and policy making boards and committee: Australian Competition and Consumer Commission, Micro-Business Consultative Council, Small Business Forum, BADV, Self Regulatory Task Force, Business Entry Point Consultative Committee, Small Business Consultative Committee, Women's Advisory Council in all states, Federal Government's Women's Round Table and the Rural and Regional Women's Round Table.

In addition we are called upon for policy advice on a wide and diverse range of issues ie child care, pay equity, superannuation, affirmative action, domestic violence in the armed services, banking and health care for rural and regional communities as well as acting as an adviser to the APEC Women's Ministers Meeting. We are also the only women's NGO called to individual consultation with the Australian Taxation office on issues affecting women with the implementation of the new taxation system.

It is our intention to continue our involvement in all these areas and increase our participation in all other forums as appropriate.

2. Consultation Outcomes

As has been outlined in this proposal, BPW already has numerous working partnerships with other women's NGO as well as a broad cross section of organisations whose objectives have an effect on the lives of women, both financially and socially. It is our intention to further develop these partnerships as well as forming new relationships where appropriate.

A recent example of this is the partnership program with the Osteoporosis Society where BPW will be heavily involved in all facets of the program to assist the society to get its important message spread across all communities and help them achieve provable outcomes in the battle against osteoporosis. An outline of the program is attached.

This is a similar program to the one already established with the Anti-Cancer Foundation of which a business plan is now being formulated.

These are the types of planned activities we believe NGOs should be encouraged to work towards to the mutual benefit of the organisations involved. BPW would be happy to assist in developing these types of relationships between our present partners and other bodies concerned with women's issues.



To assist in this process, BPW will be happy to make available the literature and other resources outlined in the education section below to other women's organisations to ensure that positive and cost effective outcomes are achievable. We would expect consultation with other NGO's to occur in respect to these to ensure the broadest possible application applies.

One of our goals, in the next financial year, designed to assist women's organisations to work with each other and to increase their accessibility to government is to establish a national office in Canberra by the long term lease of a large house close to the CBD. The concept being that the office would double as a budget priced accommodation house for any women's organisation wanting or needing to come to Canberra to lobby or present policy matters to the government. This facility would include access to office facilities and technology to assist in the preparation of submissions and other documentation required for their visit at a nominal cost.

A cost feasibility study for this project has been completed and with a 60% occupancy rate the facility would become predominantly self-funding within 12 months of the implementation of this proposal. (A separate proposal for establishment costs for this project will be submitted at the appropriate time for project funding. We will be looking to access corporate funding for this project as well).

We recommend that an annual teleconference be held with our partner organisations to ensure that they have input to our programs and we to theirs as well as constantly evaluating our joint projects.

In addition, it is imperative that all partner organisations meet once a year to ensure the continuing enhancement and broadening of the partnerships and their resulting programs.

3. Information and Education Outcomes

BPW already has a monthly newsletter (copies attached) for dissemination of information to members this would be expanded to include distribution to all partners. Our quarterly publication, which has been produced for the past 20 years, would be enlarged and renamed to include contributions and information from partners and other relevant organisations.

BPW will also continue their campaign of informing and helping to educate women on issues which enhance social economic empowerment through the publication of relevant material. Our immediate projects in this field are the following:

A workbook on club structures (how to make your club work)

Women in Politics Seminar kit

A definitive book on workplace agreements for women

How to access the sharemarket (focusing on retirement income)

How to apply for paid board positions
How to influence government by being appointed to boards (a companion booklet)

Time and motion = \$\$\$ seminar kit (for women in business)

How to write a service contract for outsourcing work

The need for the above works and BPW 's ability to produce all of these products has been proven by our past publications and seminar kits.

Costs involved are related to the initial development and printing of the publications. It is our intention once we can show a marketable product to have further print runs sponsored by relevant industries and/or corporations as applicable so that there is little if any cost to the end user.

The publications are designed to be distributed to all women's organisations where their content is relevant.

4. Governance Outcomes

BPW Australia is an incorporated body that has a long and substantial history of 74 years activities in Australia. Our constitution allows for no profit making or earnings by BPW members so members are unable to personally profit from the work they do for BPW and for women throughout Australia.

Three years ago, BPW adopted world's best practice for the governance of the organisation and the running of a national secretariat. During this time, we have been able to set and maintain realistic and workable budgets and at no time in the long history of BPW have we ever been called to account for any lack of financial expertise.

Our national secretariat, which was established in Swan Hill 24 months ago, is a prime example of being able to apply good practice and budget principles to ensure the best outcomes for the monies allocated. The work being achieved on this limited budget has always been considered to be far in excess of what would normally be expected.

Our governance structures enable the members at all times to be able to have input into the running and activities of their organisation. It also allows for the dismissal of any person that brings disrepute in any way on the organisation. We believe this is an essential requirement for all NGO's as this ensures the highest level of integrity.

Our governance structure comes from grass root executive at club levels. Those clubs then elect, by free election, a state executive which oversees the governance of the state. A national executive is elected at the bi-annual national conference.

This executive consists of eight officers who are responsible for the overall governance of BPW Australia, it laws and finances. They are strictly a working executive for that purpose. Any decisions re policies must be made in consultation with the entire Australian council which consists of the eight elected officers and the seven state and territory presidents, thereby ensuring that all decisions are truly nationally focused.

Research shows that the voluntary hours, expertise and work given to BPW throughout Australia by this council has a monetary value of approximately \$350,000 per annum so we can guarantee true value for any real monies provided as it will be more than doubled in voluntary time and effort.

We would like to emphasise we will be applying best practice at all times for the running of the secretariat with the view to increasing the economic viability and social networks of all women, not just BPW members.

Evaluation

BPW has always had to provide measurable outcomes for any project or activity they have undertaken as in order to secure funding these milestones and strategies needed to be outlined before the project could be undertaken.

In order to structure in these measurable outcomes, BPW undertakes strategic planning meetings outlining timeframes, cost structures and safe guards to ensure the successful completion of any project undertaken.

Similarly at the end of any given project a review meeting would examine whether the activities achieved the projected outcomes. Those directly involved with the project would be required to complete an evaluation process and report back to the executive that all criteria have been met.

The evaluation process used by BPW Australia is the evaluation process recommended by the Vocational Educational Training Board of Management (VET).

Having previously received government funding, BPW is experienced in providing timely and comprehensive reports which show the milestones which have been achieved and the strategies and objectives planned for the next period of funding.

For example, 1998 saw the completion of national seminars funded by AusIndustry – the reports provided for these seminars were highly commended by AusIndustry not only for the valuable statistics gained regarding the problems faced by women in business but for the policy advice on issues that had not been as yet addressed. One comment was the seminars were one of the most cost-effective ways of gathering vital information.

We are happy to design these evaluation and reports to meet whichever timetable and format the OSW prefers.

Conflict of Interest

We can envisage no conflict of interest in the allocation or use of any OSW funding as BPW Australia's constitution allows for no personal gain for members.

Although a political body in the sense of lobbying for women's issues, we are not allowed under the constitution to be aligned with any political party.

We always ensure the utmost integrity in the allocation of any paid work under a strict employment criteria of value and expertise.

**BPW AUSTRALIA INC
OSW TENDER BUDGET**

Income	Notes	1999/2000	2000/2001	2001/2002
Gr... Income		75,000.00	100,000.00	100,000.00
Office Administration				
Rent	1	3280.00	5200.00	3200.00
Telephone (phone, fax and email)		7900.00	8850.00	10250.00
Lease of computer, printer, scanner, fax, photocopier	2	4734.00	5300.00	6212.00
Postage		3210.00	4600.00	5380.00
Printing and Stationery		5000.00	7700.00	7820.00
Bank Charges		1150.00	1250.00	1250.00
Electricity/Heating	1		1350.00	1510.00
Office Cleaning	1		2000.00	2300.00
Commercial Information		500.00	750.00	800.00
Sundry Expenses		1200.00	1400.00	1500.00
Audit Fees		632.00	950.00	950.00
Salaries and Associated Costs				
Salaries	4	23144.00	30860.00	33760.00
Superannuation 7%		1620.00	2160.00	2363.00
Workers Compensation		700.00	930.00	1015.00
Milestones/Projects				
BPW National Executive Meeting		3000.00	3200.00	3500.00
Evaluation and Work Plan Implementation for Funding				
Meeting with Executive and NGO Presidents		6500.00	8800.00	8800.00
Teleconferences - Executive and NGO Presidents		1150.00	1350.00	1650.00
Website Maintenance and building of NGO Website Noticeboard		4280.00	1440.00	1440.00
'How to Negotiate Workplace Agreements' Booklet		3000.00		
'Financial Independence Through Stockmarket' Booklet			3000.00	
How to Get on Paid Boards Booklet			2800.00	
Seminar Kit for Distribution (Time + Motion = \$\$\$) National Small Business Focus for Women				4600.00
'How to Write a Service Contract for Outsourcing Work' Booklet		2500.00		
Participation in APEC and Women Leaders Network Meeting (Airfares)		1500.00	1600.00	1700.00
'Women Into Politics' Seminar Kit for all NGO's to access at nominal cost			4600.00	
		75,000.00	100,000.00	100,000.00

Notes for Budget for OSW Tender

- Note 1 These figures are worked on the proposal that during the second year of funding BPW Australia would establish an office in Canberra. The rent on the Swan Hill office includes electricity and cleaning. These expenses have been modified and factored in for the second year at moderate increases and for the third year only moderate increases. It should be noted that we have factored in rental of only \$100.00 per week and a nominal cleaning fee of \$38.00 per week and a nominal heating/electricity fee. It would be envisaged that the accommodation would be self supporting in total and would subsidise the office costs.
- Note 2 BPW Australia would lease essential office equipment. These figures are worked on leasing over a three year period with a 10% residual value.
- Note 3 Salary has been costed for one full time employee Grade 2 with more that three years experience and one part time employee Grade 3 with more than three years experience. These figures are gross salary. All costs have been costed on CPI.
- Note 4 BPW Executive will meet within the first three months of the tender in order to plan and set strategies to meet targets and to organise a face to face meeting with Presidents of NGO's participating in BPW's partner programs. A following meeting with all presidents will be held in the second year and in the third year. These meetings will ensure that NGO's participation in all facets of the secretariat's work programs. A teleconference will be held once during each financial period to update and ensure that other NGO's have input and comment.
- Note 5 Project books will be written with the expertise of BPW members and the intellectual property will at all times remain the property of said member and BPW Australia. The written work has been already discussed with members in these fields and they have agreed to predominantly supply expertise and knowledge on a cost only contribution.
- Note 6 BPW will expect monies to be paid on the time frames as specified in the tender documents by OSW as this will enable the continuing efficient and professional running of this secretariat. Monies paid late would mean a financial constraint placed against BPW and BPW Australia would expect a negotiated late payment fee to correct this imbalance.
- Note 7 BPW Australia has already in place a comprehensive public liability public insurance policy that would be changed to accommodate those partner NGO's that do not have relevant public liability
- Note 8 BPW Australia would expect that relevant and current information would be accessible to BPW at all times and would envisage a monthly update of relevant information to be forwarded to BPW Australia for the inclusion in the monthly communication channels, also to ensure its entry in the NGO website

noticeboard. BFW Australia has had an excellent working relationship with OSW and would expect that this partnership would be enlarged and enhanced by regular updates on information.

Yearly Timeframe for Projects and Milestones October 1999-June 2000

These are projected timeframes. These are an enlargement of BPW Australia's National Focus Months and projects. In consultation we have had agreement from partner NGO's that they will be prepared to participate in these projects.

Project timelines	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Communications to BPW clubs and NGO Partner Organisations		Monthly Chat Page - 3 Fed News - 1 Monthly mail-out of information on government/NGO's/issues/ small business - 3	Monthly Chat Page - 3 Fed News - 1 Monthly mail-out of information on government/NGO's/issues/small business - 3	Monthly Chat Page - 3 Fed News - 1 Monthly mail-out of information on government/NGO's/issues/small business - 3
Planning meetings for partners		BPW Exec Planning Meeting	Meeting with Executive NGO Presidents	Teleconference Executives and NGO Presidents
Meetings/conferences		Small Business Forum	Participation in APEC Women Leaders Network CEDAW preparatory meetings	Study Tour to China - Economic Empowerment of women through small business - Train the Trainer small business workshops in Beijing
NGO Website Noticeboard		Initial Website Construction of Noticeboard	Maintenance and update of website noticeboard	Maintenance and update of website and noticeboard
Project Booklet		Draft of Workplace Agreements Booklet and How to Negotiate Workplace Agreements	How to Write a Service Contract for Outsourcing Work Booklet	Release of Workplace Agreements Booklet
National Focuses		National Focus for clubs and NGO's GST Information Sessions (ATO)	National focus BPW and partner NGO's CEDAW	National Focus Business Against Domestic Violence - Follow Up Workshops

Project timelines	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Communications	Monthly Chat Page - 3 Fed News - 1 Monthly mailout of information on government/NG O's/issues/small business - 3	Monthly Chat Page - 3 Fed News - 1 Monthly mailout of information on government/NG O's/issues/small business - 3	Monthly Chat Page - 3 Fed News - 1 Monthly mailout of information on government/NG O's/issues/small business - 3	Monthly Chat Page - 3 Fed News - 1 Monthly mailout of information on government/NG O's/issues/small business - 3
Planning/meetings for partners	BPW Exec Planning Meeting	Meeting with NGO Presidents		Teleconference Executives and NGO Presidents
Meetings/confer ences	National small business forum	National BPW Conference - Adelaide NGO's encouraged to attend	Year 2001 Women's NGO Conference - Canberra, BPW co-organisers	Participation in APEC Women Leaders Network
NGO Website Noticeboard	Evaluation, Maintenance and update of Website	Maintenance and updates of website	Maintenance and update of website	Maintenance and update of website
Project Booklet	Financial Independence Through the Stockmarket		How to Get on Paid Boards draft copies to be completed	Release of How To Get on Boards booklet release
Seminar/Confere nce kits				Women Into Politics Seminar Kit Commenced Draft Copy Finished
National Focuses	National Focus on Financial Independence/Su perannuation	National focus Asia Pacific Region - What it Means to Australia	National Focus Women in decision Making	

Yearly Timeframe for Projects and Milestones July 2001 - June 2002

Project timelines	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Communications to W clubs and partner NGO organisations	Monthly Chat Page - 3 Fed News - 1 Monthly mail-out of information on government/NGO's/issues/small business - 3	Monthly Chat Page - 3 Fed News - 1 Monthly mail-out of information on government/NGO's/issues/small business - 3	Monthly Chat Page - 3 Fed News - 1 Monthly mail-out of information on government/NGO's/issues/small business - 3	Monthly Chat Page - 3 Fed News - 1 Monthly mail-out of information on government/NGO's/issues/small business - 3
Planning meetings for partners	BPW Executive Planning Meeting	Meeting with NGO Presidents		Teleconference Executives and NGO Presidents
Other Meetings			International BPW Women's Congress and World Trade Fair - Melbourne BPW Australia organising body	Participation in APEC Women Leaders Network
NGO Website Noticeboard	Evaluation and alteration of website			
Project Booklets				
Seminar/conference kits	Release of Women Into Politics seminar Kit	Time + Motion = \$\$\$ small business seminar kit prepared	Time + Motion = \$\$\$ National Focus throughout all clubs nationally	

Other funding

BPW is unfunded by any other source in Australia. We do outsource information from 16 different government departments but receive no remuneration. We have in the past received project money eg from AusIndustry. This money, however, has been strictly project money and in no way funded or influenced the running of organisation.

The funding received as membership fees is specifically allocated to funding projects and activities such as the support of communications channels and partnership networks as well as the production of the monthly information sheet, newsletter and other information booklets. The annual fee also covers private insurance for the members and affiliation fees with other organisations.

It is envisaged that over the next few years, with the addition of a fully staffed and funded secretariat, we would be able to access not only government project funding but also corporate sponsorship. This should be the ultimate aim of any organisation to become self funding. For this reason, we are endeavouring to make all future planning incorporate the eventuality of being self funding.

Applications have been made, at the request of the Taxation Department, for funding to allow BPW to undertake training re GST for women. An application has also been made for a mentoring program through office of small business. If accessed this funding would not influence or affect the national secretariat but will influence quality of life for women.

We have also have in view two other projects for which we will be applying to OSW for funding in the next 12 months.

It is however extremely difficult to produce the documentation and other material necessary to access reasonable project funds, through the public or private sectors, without the paid time and expertise of a professional secretariat.

Paid secretariats are the way of the future for NGOs ensuring a professional and businesslike approach to their work for women.

Summary

We therefore submit this proposal for your consideration.

BPW sincerely believes that we meet all the selection criteria outlined by the tender document and that our policy objectives not only mirror but at times enhance those outlined by OSW.

As outlined in this proposal, our application for funding as a national secretariat is not only to service the needs of our own members but to fulfill our five year plan of being able to address the needs of any women's NGO or other organisation whose objectives are complementary.

We also wish to continue our program of the production of educational materials which assist women to enhance their economic and employment opportunities as well as addressing health and social issues.

If we are successful in this tender, we will also utilise the funds to further enhance our diverse range of working partnerships and extend these partnerships to include other like-minded organisations.

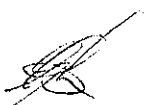
Funding would also go towards the continuation of our objective of providing timely, relevant and well researched information to all levels of government to enable the policy makers to design legislation in the best interests of all women.

To this end, we will also be working towards the goal of assisting all women's organisations get greater access to government and decision makers, through projects like the Canberra accommodation house.

Both as BPW Australia and through International BPW, we will continue to build our international links particularly with women's groups in the Asia Pacific region as we firmly believe this type of cultural exchange is an invaluable learning experience and that it enhances the prospects of women in all the countries involved.

We thank you for your consideration of this proposal. We are happy to provide any additional information the selection panel may require for its decision making process.

BPW looks forward to the possibility of further developing our working relationship with OSW and of having the resources to fulfill a program we sincerely believe will be of benefit to all Australian women.



BPW Australia
CLUB STRUCTURE

TOTAL BPW AUSTRALIA MEMBERSHIP: 3050

NSW Total: 830	VICTORIA Total: 692
Albury Avoca Beach Broken Hill Bathurst Cessnock Cobar Coffs Harbour Grafton Great Lakes Hyde Park Lake Macquarie Maitland Manning Valley Mattara *** Newcastle Newcastle West Northside Parramatta and the Greater West Ryde Huners Hill Sutherland Shire Sydney Tamworth Tuggerah Lakes Wagga Wagga Wollongong Woy Woy	Bayside Beechworth Bendigo Daylesford Doutta Galla Eastern Suburbs Geelong Melbourne Mid City Mildura Myrtleford Peninsula Shepparton South West Victoria Swan Hill Tatura Wangaratta Bright Gippsland
	WA Total: 542
	Booragoon Bunbury Busselton Collie & District Darling Range Donnybrook Guildford on Swan Harvey Kalamunda Keep in Touch *** Kununurra Margaret River Narrogin North Shore Perth Kalgoorlie Fremantle Karatha
<p>*** Membership for these Clubs is open to any woman who is not able to join a local BPW Club because there is no Club in her locality, she is unable to attend Club Meetings because of prolonged incapacity or she is absent from Australia and wishes to maintain her membership.</p>	

SA Total: 173	ACT Total: 35	Q'LD Total: 350	TASMANIA Total: 145	NT Total: 81
Adelaide Adelaide Hills Adelaide West Riverlands Adelaide East	Canberra	Brisbane Caboolture Ipswich Mackay Toowoomba Caloundra Mt Tamborine Lightening Ridge	Burnie Emu Bay Hobart Launceston Scottsdale	Alice Springs Darwin

SCHEDULE 3 - Privacy Principles

PRIVACY ACT 1988 - Section 14

Information Privacy Principles

*Schedule
3*

The Information Privacy Principles are as follows:

Principle 1 - Manner and purpose of collection of personal information

1. Personal information shall not be collected by a collector for inclusion in a record or in a generally available publication unless:
 - (a) the information is collected for a purpose that is a lawful purpose directly related to a function or activity of the collector; and
 - (b) the collection of the information is necessary for or directly related to that purpose.
2. Personal information shall not be collected by a collector by unlawful or unfair means.

Principle 2 - Solicitation of personal information from individual concerned

Where:

- (a) a collector collects personal information for inclusion in a record or in a generally available publication; and
- (b) the information is solicited by the collector from the individual concerned;

the collector shall take such steps (if any) as are, in the circumstances, reasonable to ensure that, before the information is collected or, if that is not practicable, as soon as practicable after the information is collected, the individual concerned is generally aware of:

- (c) the purpose for which the information is being collected;
- (d) if the collection of the information is authorised or required by or under law--the fact that the collection of the information is so authorised or required; and
- (e) any person to whom, or any body or agency to which, it is the collector's usual practice to disclose personal information of the kind so collected, and (if known by the collector) any person to whom, or any body or agency to which, it is the usual practice of that first-mentioned person, body or agency to pass on that information.

Principle 3 - Solicitation of personal information generally

Where:

- (a) a collector collects personal information for inclusion in a record or in a generally available publication; and
- (b) the information is solicited by the collector;

the collector shall take such steps (if any) as are, in the circumstances, reasonable to ensure that, having regard to the purpose for which the information is collected:

- (c) the information collected is relevant to that purpose and is up to date and complete; and

- (d) the collection of the information does not intrude to an unreasonable extent upon the personal affairs of the individual concerned.

Principle 4 - Storage and security of personal information

A record-keeper who has possession or control of a record that contains personal information shall ensure:

- (a) that the record is protected, by such security safeguards as it is reasonable in the circumstances to take, against loss, against unauthorised access, use, modification or disclosure, and against other misuse; and
- (b) that if it is necessary for the record to be given to a person in connection with the provision of a service to the record-keeper, everything reasonably within the power of the record-keeper is done to prevent unauthorised use or disclosure of information contained in the record.

Principle 5 - Information relating to records kept by record-keeper

1. A record-keeper who has possession or control of records that contain personal information shall, subject to clause 2 of this Principle, take such steps as are, in the circumstances, reasonable to enable any person to ascertain:
 - (a) whether the record-keeper has possession or control of any records that contain personal information; and
 - (b) if the record-keeper has possession or control of a record that contains such information:
 - (i) the nature of that information;
 - (ii) the main purposes for which that information is used; and
 - (iii) the steps that the person should take if the person wishes to obtain access to the record.
2. A record-keeper is not required under clause 1 of this Principle to give a person information if the record-keeper is required or authorised to refuse to give that information to the person under the applicable provisions of any law of the Commonwealth that provides for access by persons to documents.
3. A record-keeper shall maintain a record setting out:
 - (a) the nature of the records of personal information kept by or on behalf of the record-keeper;
 - (b) the purpose for which each type of record is kept;
 - (c) the classes of individuals about whom records are kept;
 - (d) the period for which each type of record is kept;
 - (e) the persons who are entitled to have access to personal information contained in the records and the conditions under which they are entitled to have that access; and
 - (f) the steps that should be taken by persons wishing to obtain access to that information.
4. A record-keeper shall:
 - (a) make the record maintained under clause 3 of this Principle available for inspection by members of the public; and



- (b) give the Commissioner, in the month of June in each year, a copy of the record so maintained.

Principle 6 - Access to records containing personal information

Where a record-keeper has possession or control of a record that contains personal information, the individual concerned shall be entitled to have access to that record, except to the extent that the record-keeper is required or authorised to refuse to provide the individual with access to that record under the applicable provisions of any law of the Commonwealth that provides for access by persons to documents.

Principle 7 - Alteration of records containing personal information

1. A record-keeper who has possession or control of a record that contains personal information shall take such steps (if any), by way of making appropriate corrections, deletions and additions as are, in the circumstances, reasonable to ensure that the record:
 - (a) is accurate; and
 - (b) is, having regard to the purpose for which the information was collected or is to be used and to any purpose that is directly related to that purpose, relevant, up to date, complete and not misleading.
2. The obligation imposed on a record-keeper by clause 1 is subject to any applicable limitation in a law of the Commonwealth that provides a right to require the correction or amendment of documents.
3. Where:
 - (a) the record-keeper of a record containing personal information is not willing to amend that record, by making a correction, deletion or addition, in accordance with a request by the individual concerned; and
 - (b) no decision or recommendation to the effect that the record should be amended wholly or partly in accordance with that request has been made under the applicable provisions of a law of the Commonwealth;the record-keeper shall, if so requested by the individual concerned, take such steps (if any) as are reasonable in the circumstances to attach to the record any statement provided by that individual of the correction, deletion or addition sought.

Principle 8 - Record-keeper to check accuracy etc. of personal information before use

A record-keeper who has possession or control of a record that contains personal information shall not use that information without taking such steps (if any) as are, in the circumstances, reasonable to ensure that, having regard to the purpose for which the information is proposed to be used, the information is accurate, up to date and complete.

Principle 9 - Personal information to be used only for relevant purposes

A record-keeper who has possession or control of a record that contains personal information shall not use the information except for a purpose to which the information is relevant.



Principle 10 - Limits on use of personal information

1. A record-keeper who has possession or control of a record that contains personal information that was obtained for a particular purpose shall not use the information for any other purpose unless:
 - (a) the individual concerned has consented to use of the information for that other purpose;
 - (b) the record-keeper believes on reasonable grounds that use of the information for that other purpose is necessary to prevent or lessen a serious and imminent threat to the life or health of the individual concerned or another person;
 - (c) use of the information for that other purpose is required or authorised by or under law;
 - (d) use of the information for that other purpose is reasonably necessary for enforcement of the criminal law or of a law imposing a pecuniary penalty, or for the protection of the public revenue; or
 - (e) the purpose for which the information is used is directly related to the purpose for which the information was obtained.
2. Where personal information is used for enforcement of the criminal law or of a law imposing a pecuniary penalty, or for the protection of the public revenue, the record-keeper shall include in the record containing that information a note of that use.

Principle 11 - Limits on disclosure of personal information

1. A record-keeper who has possession or control of a record that contains personal information shall not disclose the information to a person, body or agency (other than the individual concerned) unless:
 - (a) the individual concerned is reasonably likely to have been aware, or made aware under Principle 2, that information of that kind is usually passed to that person, body or agency;
 - (b) the individual concerned has consented to the disclosure;
 - (c) the record-keeper believes on reasonable grounds that the disclosure is necessary to prevent or lessen a serious and imminent threat to the life or health of the individual concerned or of another person;
 - (d) the disclosure is required or authorised by or under law; or
 - (e) the disclosure is reasonably necessary for the enforcement of the criminal law or of a law imposing a pecuniary penalty, or for the protection of the public revenue.
2. Where personal information is disclosed for the purposes of enforcement of the criminal law or of a law imposing a pecuniary penalty, or for the purpose of the protection of the public revenue, the record-keeper shall include in the record containing that information a note of the disclosure.
3. A person, body or agency to whom personal information is disclosed under clause 1 of this Principle shall not use or disclose the information for a purpose other than the purpose for which the information was given to the person, body or agency.



