

VICTORIAN COMMON FUNDING AGREEMENT

Schedule

Parties

Department of Education
(ABN 52 705 101 522)

and

<Name of organisation>

(<ACN or ABN> <number>)

Date: / /

Details

1. Department (clause 1.1) The **State of Victoria** as represented by the **Department of Education** (ABN 52 705 101 522) and any successor of the Department.
2. Organisation (clause 1.1) <Organisation Name> (<ABN or ACN> <number>)
3. Start Date (clause 1.1) <DD/MM/YYYY>
4. End Date (clause 1.1) <DD/MM/YYYY>
5. Dispute Resolution Officer (clause 1.1) <select Director/Regional Director/Executive Director of the Department/Not Nominated>
6. Organisation's Primary Contact (clause 1.1) <Name>
7. Organisation's address <Address>
8. Organisation's phone number <Number>
9. Organisation's email address <Address>
10. Department's Primary Contact (clause 1.1) <Name>
11. Department's address <Address>
12. Department's phone number <Number>
13. Department's email address <Address>

Schedule

Re: <Activity Name>

Schedule no: <Optional: Insert number OR n/a>

Item 1: Activity details

(read with 'Terms and conditions' clause on *Funding*)

What the Funding is for

<Insert Service/Project description being funded, OR the description the applicant submitted on their application form if applicable, OR briefly describe the Activity>

Why the Department is Funding this Activity

<Describe objectives of Activity and/or associated policy>

Activity start date and end date

The Activity described in this Schedule starts on <DD/MM/YYYY> and ends on <DD/MM/YYYY>.

The people/groups who are intended to benefit most from this Activity are:

<Insert Beneficiaries>

This Activity is intended to benefit people or groups living in the following places:

<Insert Name of LGAs, whole of Government regions or statewide>.

- <Insert any optional Clause Bank items – bulleted>

Item 2: Funding

(read with 'Terms and conditions' clause on *Funding*)

- The funding for the Activity comes from <Program Name/Funding Source>.
- The total funding for the Activity is \$<Amount>. This amount is excluding GST.
- <Insert optional Clause Bank items – bulleted>

Item 3: Activity deliverables and payments

(read with 'Terms and conditions' clause on *Funding*)

[SAMPLE TABLE PROVIDED]

Activity Deliverables and Payments Table			
Deliverable or milestone	Demonstrating the deliverable is complete	Evidence due date	Payment amount (excluding GST)
<Deliverable – free text>	<Indicator – free text>	<DD/MM/YYYY>	\$<Amount>
<Add rows as needed>	<Add rows as needed>	<DD/MM/YYYY>	\$<Amount>
<Add rows as needed>	<Add rows as needed>	<DD/MM/YYYY>	\$<Amount>
<Add rows as needed>	<Add rows as needed>	<DD/MM/YYYY>	\$<Amount>
<Add rows as needed>	<Add rows as needed>	<DD/MM/YYYY>	\$<Amount>

- <Insert optional Clause Bank items – bulleted>

Item 4: Budget

(read with 'Terms and conditions' clause on *Funding*)

- <Insert optional Clause Bank items – bulleted>

<BUDGET TABLE IS OPTIONAL. SAMPLE TABLE PROVIDED >

Budget Forecast Table	
Activity Income	\$ (excluding GST)
Funds from the Department	\$<Amount>
Funds from your Organisation	\$<Amount>
Funds from other contributors or partners	\$<Amount>
<ul style="list-style-type: none"> • Grants (Commonwealth) 	\$<Amount>
<ul style="list-style-type: none"> • Grants (State) 	\$<Amount>
<ul style="list-style-type: none"> • Grants (Other) 	\$<Amount>
<ul style="list-style-type: none"> • <Insert item> 	\$<Amount>
Total Activity Income	\$<Amount>
Activity Expenditure (Aligned to National Standard Chart of Accounts Headings)	\$ (excluding GST)
Expenditure against total Activity income	\$<Amount>
<ul style="list-style-type: none"> • <Insert item> 	\$<Amount>
<ul style="list-style-type: none"> • <Insert item> 	\$<Amount>
<ul style="list-style-type: none"> • <Insert item> 	\$<Amount>
Total Activity Expenditure	\$<Amount>
Activity costs met through in-kind contributions (approximate value)	\$ (excluding GST)
Total in-kind support	\$<Amount>

Item 5: Reporting requirements

(read with 'Terms and Conditions' clauses on *Reporting and Assets*)

<Insert optional Clause Bank items – bulleted>

Item 6: Activity specific requirements

Acknowledgement (to be read with 'Terms and Conditions' clause 4.17 Funding Acknowledgement)

The Organisation will acknowledge any financial and other support from the Victorian Government according to the *Acknowledgement and Publicity Guidelines* as amended from time to time, which can be found at <at: Attachment X OR on the Department's website at <URL>.

The Department reserves the right to publicise and report on awarding the Funding to the Organisation.

<Insert optional Department/program specific acknowledgment clause from the Clause Bank>.

<Insert any other relevant optional Clause Bank items – bulleted>

Repayment of Funds (to be read with 'Terms and Conditions' clause 4 Use of Funding)

<optional clause where Department requires repayment of unspent Funding, delete clause heading and clause if not required>

The Department will be entitled to recover from the Organisation any part of the Funding which as at the Activity end date has not been:

- (a) expended; or
- (b) legally committed for expenditure by the Organisation in accordance with this Agreement and payable by the Organisation as a current liability (written evidence of which will be required); and

the Organisation must repay to the Department the unexpended or uncommitted part of the Funding within 60 days of demand by the Department.

Carry Forward Funding (to be read with 'Terms and Conditions' clause 4 Use of Funding)

<optional clause where Department requires unspent Funding to be carried forward and repaid at end of Agreement, delete clause heading and clause if not required>

The Organisation must provide to the Department a financial acquittal report of all Funding expenditure at the end of each year within 30 days of that date and if any part of the Funding has not been:

- (a) expended; or
- (b) legally committed for expenditure by the Organisation in accordance with this Agreement and payable by the Organisation as a current liability (written evidence of which will be required);

the amount of the unexpended or uncommitted part of the Funding will be carried forward and treated as part of the Funding paid by the Department to the Organisation for the following year.

Where any unexpended or uncommitted part of the Funding exists at the end of the final year of the Term of the Agreement, the Department will be entitled to recover and Organisation must repay to the Department, the unexpended or uncommitted part of the Funding, within 60 days of demand by the Department.

Funding Guidelines not to apply

<optional clause where the Organisation will not supervise or control child participants in the Activity and the Department does not require the Organisation to hold public liability insurance that includes cover for claims of molestation, delete clause heading and clause if not required>

The Organisation and the Department acknowledge that the Activity is not within scope of the Funding Guideline because at all times when the Activity is delivered to children at schools:

- (a) it is the responsibility of the school to ensure teaching staff are present during the delivery of the Activity;
- (b) the school staff shall at all times have the supervision of and exercise control over children participating in the Activity; and
- (c) the Organisation's personnel will at no time have the supervision of nor exercise control over children participating in the Activity and will follow the lawful directions of the school staff with respect to the children participating in the Activity.

Intellectual Property (to be read with 'Terms and Conditions' clause 16 Intellectual Property)

The Department hereby gives written notice to the Organisation pursuant to clause 16.3(b) of the 'Terms and Conditions' that the Department requires a Licence to use, reproduce, adapt, modify, publish, distribute and communicate the Project Intellectual Property to allow the Department to carry out its functions and for any purpose.

Child Safety (read with 'Terms and Conditions' clause 3.1 Service Delivery)

- (a) The following definitions apply:

Child-connected work has the meaning given to it in section 4 of the Ministerial Order as amended from time to time.

Child Safe Standards mean the standards implemented by the Victorian Government from time to time to improve the way organisations that provide services or facilities for children prevent and respond to child abuse that may occur in their organisation.

Child Safety Act means the *Child Wellbeing and Safety Act 2005* (Vic) as (amended from time to time).

Child Safety Laws means any Laws that in any way relate to child safety, including without limitation the Child Safety Act.

Ministerial Order means Ministerial Order 1359 (as amended from time to time).

Organisation Child Safety Policies means any relevant policies, codes, guidelines or associated documents of the Organisation that in any way relate to child safety, including any policies, codes, guidelines or associated documents that the Organisation produces for the purpose of meeting its minimum child safety standards pursuant to section 5 of the Ministerial Order.

Personnel of a party includes the officers, employees, agents, contractors and sub-contractors of that party, who are involved in providing the funded activity.

- (b) If the Organisation is an entity under the Child Safety Act, the parties acknowledge and agree that they are committed to:
 - i. creating child safe environments; and
 - ii. protecting students from abuse or harm, managing the risk of child abuse, providing support to a child at risk of child abuse and responding to incidents, disclosures, suspicions or allegations of child abuse in accordance with their legal obligations, including under Child Safety Laws.
- (c) The Organisation warrants that:
 - i. it is an entity under the Child Safety Act required to comply with the Child Safe Standards or has a valid exemption;
 - ii. is compliant with and will continue to comply with the Child Safe Standards as amended from time to time unless a valid exemption applies;

- iii. has in place and complies with all appropriate Victorian Child Safe Standard policies, codes of conduct, strategies and procedures; and
 - iv. will immediately provide the Department with copies of any documents or information in respect to any compliance action taken by any regulatory authority in connection with child safety against the Organisation (or its Personnel).
- (d) If the Organisation warrants that it is exempt from the requirement to comply with the Child Safe Standards, the Organisation will notify the Department of the category of exemption within 14 days of executing this variation.
- (e) The Organisation must ensure at all times during the Term of this Agreement that:
- i. all personnel of the Organisation having contact with a child must have a current worker screening clearance (Clearance) under the *Worker Screening Act 2020* (Vic); and
 - ii. copies of all Clearances are kept on file with the Organisation and made available to the Department on request.
- (f) The Department may terminate this Agreement immediately if, in the Department's reasonable opinion, it determines at any time that:
- i. there is a breach of any Child Safety Laws caused by, or in any way connected with, the Organisation or its Personnel; or
 - ii. the Organisation or any of its Personnel are not suitable to engage in Child-connected work for the purposes of the Organisation's compliance with the Child Safety Laws or relevant Organisation Child Safety Policies.

Family Violence Risk Assessment and Risk Management Framework (read with 'Terms and conditions' clause 3.1 *Service Delivery*)

- (a) The following definitions apply:

Agency means a provider of services under a contract entered into with the Department relevant to family violence risk assessment or family violence risk management.

Alignment (and correspondingly Align) means actions taken by Framework organisations to effectively incorporate the four pillars of the Framework into existing policies, procedures, practice guidance and tools, as appropriate to the roles and functions of the prescribed entity and its place in the service system.

Approved Framework means the Family Violence Risk Assessment and Risk Management Framework as amended from time to time approved under section 189 of the FVP Act.

Framework Organisation means a body prescribed to be a framework organisation for the purposes of Part 11 of the FVP Act.

FVP Act means the Family Violence Protection Act 2008 (Vic).

- (b) If the Organisation is a Framework Organisation or an Agency under the FVP Act it warrants to the Department that:
- i. it has aligned its relevant policies, procedures, practice guidance and tools with the Approved Framework as amended from time to time; and
 - ii. it will maintain alignment of its relevant policies, procedures, practice guidance and tools with the Approved Framework during the Term of this Agreement.

Status of Organisation (read with clause 23.3 *Status of Organisation*)

- (a) The following definition applies:

Funding Guideline means the Victorian Funding Guideline for Services to Children dated 25 October 2018 implementing Recommendation 26.1 of the 2013 report of the Family and Community Development Committee of the Victorian Parliament, *Betrayal of Trust*.

Services to Children means, in Accordance with the Funding Guideline, services provided by the Organisation in which the Organisation is responsible for the supervision of, or has authority over, a child. This includes the provision of care, education, services or activities for children. To avoid doubt, it does not include one-off activities or incidental or ad hoc contact with children.

- (b) If the funding offered in this Agreement is for Services to Children, if the Organisation, or any organisation that will receive funding under this Agreement, is not duly incorporated at the time of commencement of this Agreement, the Organisation warrants that it, and where applicable any organisation that will receive funding under this Agreement:
- i. was not able to finalise incorporation before entering into the Agreement but is actively working towards incorporation,
 - ii. will continue to actively work towards incorporation, and
 - iii. will be duly incorporated within twelve months of the commencement of this Agreement.

Insurance (read with 'Terms and conditions' clause 20.1 Insurance)

- (a) The following definitions apply:

Child Abuse means in accordance with the Funding Guideline, an occurrence, act or omission in relation to a person when the person is a minor that is physical abuse or sexual abuse, and psychological abuse that arises out of that occurrence, act or omission.

Funding Guideline means the Victorian Funding Guideline for Services to Children dated 25 October 2018 implementing Recommendation 26.1 of the 2013 report of the Family and Community Development Committee of the Victorian Parliament, *Betrayal of Trust*.

Minimum Insured Amounts means in accordance with the Funding Guideline, a monetary aggregated claims amount of \$10 million per annum.

Services to Children means, in accordance with the Funding Guideline, services provided by the Organisation in which the Organisation is responsible for the supervision of, or has authority over, a child. This includes the provision of care, education, services or activities for children. To avoid doubt, it does not include one-off activities or incidental or ad hoc contact with children.

- (b) Without limiting clause 20.1, if the Organisation provides Services to Children, the Organisation warrants that at all times the insurance coverage obtained in accordance with clause 20.1(a) includes public and products liability insurance written on an occurrence basis covering legal liability (regardless of how this liability arises) for death or bodily injury of any person and loss and destruction of, and damage to, any property, and includes liability for Child Abuse for the Minimum Insured Amounts.
- (c) Provided however, that the Organisation will not be deemed to provide Services to Children provided that at all times when delivering the Activity to children, the Organisation is subject to supervision by members of school teaching staff who are present, responsible for the supervision of or are exercising authority over the children participating in the Activity.

Trustee Organisation (to be read with 'Terms and Conditions' clause 23 Status of Organisation)

If the Organisation enters into this Agreement in the capacity as trustee of any trust (Trust) under any trust deed, deed of settlement or other instrument (**Trust Deed**), then this clause applies and the Organisation also enters into this Agreement in its personal capacity.

The Organisation represents and warrants that:

- (a) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;
- (b) it has power under the Trust Deed and under its constitution to enter into and execute this Agreement and to perform the obligations imposed under this Agreement as trustee;

- (c) all necessary resolutions have been passed as required by the Trust Deed and by its constitution in order to make this Agreement fully binding on the Organisation;
- (d) the execution of this Agreement is for the benefit of the Trust;
- (e) the Organisation is not, and has never been, in default under the Trust Deed;
- (f) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Agreement and the assets of the Trust are sufficient to satisfy that right of indemnity;
- (g) there is not now, and the Organisation will not do anything by virtue of which there will be in the future, any restriction or limitation on the Organisation's right to be indemnified out of the assets of the Trust; and
- (h) there is no material fact or circumstance relating to the assets, matters or affairs of the Trust that might, if disclosed, be expected to affect the decision of the Department, acting reasonably, to enter into this Agreement.

No change of trustee of the Trust (including any appointment of an additional trustee) will occur without the prior written consent of the Department, which consent will not be unreasonably withheld or delayed.

Counterparts

This Agreement may be executed in any number of counterparts all of which taken together will constitute one instrument. A party that has executed a counterpart of this Agreement may exchange that counterpart with another party by emailing it to the other party (or their legal representative) and, it is intended that such exchange is to take effect as delivery.

Electronic Signatures

The parties acknowledge and agree that this Agreement and any amendments to this Agreement may be executed by electronic signature which shall have the same force and effect as a handwritten signature. Without limiting this term, 'electronic signature', whether digital or encrypted, will include scanned and transmitted versions (e.g. via pdf) of an original signature. An electronic signature is sufficient to indicate a party's approval of the terms of this Agreement and the parties agree to be so bound by their electronic signature and the terms of this Agreement.

If this Agreement is executed electronically, the Agreement will become binding upon receipt (electronically) by all parties of a fully executed copy of the Agreement. Where this Agreement is executed in a number of counterparts, the Agreement will become binding upon receipt (electronically) by all parties of executed counterparts of this Agreement.

Essential Terms (read with 'Terms and conditions' clause 14.3 *Termination by the Department*)

The Organisation acknowledges and agrees that a breach of the matters in Items 6 above, is a breach of an essential term in accordance with clause 14.3(f) of the Agreement.

Item 7: Attachments

Attachment 1 – VCFA 'Terms and Conditions'

<Insert text: List additional attachments by number and name/s, eg. Attachment 2 – Report Template>