

**IN THE MATTER OF THE ROYAL COMMISSION  
INTO FAMILY VIOLENCE**

**ATTACHMENT CM-2 TO STATEMENT OF CLARE FRANCES MORTON**

Date of document: 3 August 2015  
Filed on behalf of: the Applicant  
Prepared by:  
Victorian Government Solicitor's Office  
Level 33  
80 Collins Street  
Melbourne VIC 3000



This is the attachment marked '**CM-2**' produced and shown to **CLARE FRANCES MORTON** at the time of signing her Statement on 3 August 2015.

Before me: ...



*Clare Morton*

within the meaning of the  
Legal Profession Uniform Law (Victoria)

Attachment CM-2



**COMMON FUNDING  
AGREEMENT**

**PART A – SCHEDULE**

**Parties**

**Department of Justice**

**(ABN 32 790 228 959)**

**and**

**<Organisation Name>**

**(<ABN or ACN> <number>)**

**Date: <DD/MM/YYYY>**

## Parts of this Agreement

This Agreement is made up of the following parts:

- > Details
- > Schedule
- > Terms and Conditions
- > Attachments (if any)

## Background

The Organisation and the Department acknowledge their partnering approach to working together in good faith to achieve the objectives of this Agreement.

The Organisation and the Department share a vision to improve the outcomes for people in Victoria. Through this Agreement, the Organisation and the Department will engage with each other cooperatively and collaboratively to achieve this vision.

The Department will provide the Funding to the Organisation to deliver the Activity.

The Organisation will accept the Funding and use it for the delivery of the Activity in accordance with the terms of this Agreement.

**EXECUTED** for and on behalf of the STATE OF VICTORIA represented by and acting through the Department of Justice, ABN 32 790 228 959, by:

Name and position of authorised representative	Clare Morton Director
--	--------------------------

Sign here: .....	Date: <DD/MM/YYYY>
------------------	--------------------

### Witness

Name of Witness	<Name>
-----------------	--------

Sign here: .....	Date: <DD/MM/YYYY>
------------------	--------------------

**EXECUTED** for and on behalf of <Organisation Name> <ABN or ACN> <number>, by the following authorised delegate of <Organisation Name>.

### Complete this section including your name and position details

Name and position of authorised representative	<Name> <Position>
--	----------------------

Sign here: .....	Date: <DD/MM/YYYY>
------------------	--------------------

Name and position of second authorised representative	<Name> <Position>
---	----------------------

Sign here: .....	Date: <DD/MM/YYYY>
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## Details

1. Department (clause 1.1)	The State of Victoria as represented by the Department of Justice (ABN 32 790 228 959)
2. Organisation (clause 1.1)	<Organisation Name> (ABN <number>)
3. Start Date (clause 1.1)	1 July 2015
4. End Date (clause 1.1)	30 June 2018
5. Dispute Resolution Officer (clause 1.1)	Clare Morton, Director, Community Operations and Victims Support Agency
6. Organisation's Primary Contact (clause 1.1)	<Name>
7. Organisation's address	<Address>
8. Organisation's facsimile number	<Number>
9. Organisation's email address	<Address>
10. Department's Primary Contact (clause 1.1)	
11. Department's address	18/121 Exhibition St, Melbourne VIC 3001
12. Department's facsimile number	(03) 8684 6722
13. Department's email address	

## Schedule

Re: Department of Justice - Victims Assistance Program (VAP)

Schedule no: 1

### Item 1: Activity details

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

#### What the Funding is for

To deliver the Victims Assistance Program (VAP) in the Loddon-Mallee (upper) region for the period 1 July 2015 to 30 June 2018.

The VAP provides flexible case management services tailored to the individual needs of victims of violent crime that aim to:

- (a) assist victims to manage the impact of violent crime against them
- (b) promote recovery, and
- (c) minimise secondary victimisation sometimes associated with involvement in the criminal justice system and processes or being a victim of another crime.

The VAP work toward achieving these aims by meeting the following objectives:

- (a) providing quality services that meet the practical, emotional and psychological needs of victims
- (b) assisting and advocating on behalf of victims navigating the criminal justice system, and
- (c) establishing and maintaining appropriate working relationships with key stakeholders to assist the delivery of seamless and accessible services to victims of crime against the person.

The VAP is underpinned by a social health framework, delivered via a case management model and is described in the VAP Practice Manual.

Services are client and systems focussed, informed by assessment, ongoing care planning and provided on a continuum to ensure the client is supported for the duration of the criminal justice process.

For more information, see the Victims Assistance Program Guidelines.

#### Why the Department is Funding this Activity

The Victims Assistance Program (VAP) system underpins broader Government commitments to victims of crime and is one of a suite of responses provided by the Government to victims of crime against the person.

The Department of Justice funds a network of service providers across Victoria to deliver the VAP.

Other service responses include the Victims of Crime Helpline, Victims of Crime Assistance Tribunal, Youth Justice Group Conferencing Victims Support, Victims Register, Family Violence and Sexual Assault Services.

#### Activity start date and end date

The Activity described in this Schedule starts on 1 July 2015 and ends on 30 June 2018.

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

The VAP service aims to assist victims of crime against the person to effectively manage the damaging consequences of violent crime, and to minimise the secondary victimisation sometimes associated with involvement in the criminal justice process.

For more information, see the Victims Assistance Program Guidelines.

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

The specified Whole of Government Regional (Regional Victoria), including the Local Government Area is Loddon-Mallee (upper) Region (Mildura, Swan Hill, Buloke, and Gannawarra).

**Item 2: Funding**

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

- > The funding for the Activity comes from Victims Support Agency, Department of Justice.
- > The total funding for the Activity is \$xxxx. This amount is excluding GST.
- > The Funding will be paid as outlined in the Activity Deliverables and Payments Table and within thirty (30) Business Days of the Organisation providing accepted evidence that demonstrates that the Organisation has completed agreed actions.
- > If the Organisation does not repay the Department the amount referred to in the clause above within 30 Business Days of receipt of the notice of termination, it must also pay the Department interest on the outstanding amount. The amount set out in the notice, and interest owed under this clause will, without prejudice to any other rights available to the Department under this Agreement or at law or in equity, be recoverable by the Department as a debt due to the Department by the Organisation without further proof of the debt by the Department being necessary.
  - o For the purpose of this clause 'Interest' means interest calculated at an interest rate equal to the general interest charge rate for a day pursuant to section 8AAD of the Tax Administration Act 1953 (Cth), on a daily compounding basis.

**Item 3: Activity deliverables and payments**

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

In accordance with 'Item 3: Activity deliverables and payments' the funding will be paid quarterly in each year of the contract (2015-16, 2016-17 and 2017-18):

<b>Activity Deliverables and Payments Table</b>			
<b>Deliverable or milestone</b>	<b>Demonstrating the deliverable is complete</b>	<b>Evidence due date</b>	<b>Payment amount (excluding GST)</b>
Delivery of VAP services (2015-18)	VAP services delivered in accordance with this Agreement	1 July	\$
		1 October	\$
		1 January	\$
		1 March	\$
		Annual Total	\$

- > The Organisation must complete the Activity as agreed, meeting all actions and providing evidence as required in the Activity Deliverables and Payments Table.
- > In addition, the department proposes to increase the level of funding provided to your organisation in accordance with the equal remuneration decision handed down by Fair Work Australia for SACS workers covered by the Social, Community, Home Care and Disability Services Industry Award (SACS Modern Award). You will be notified of the amount of additional funding provided to your organisation at the commencement of each financial year.
- > Where funds are not fully expended by the end of the financial year, the DOJ will negotiate with the Agency with respect to an alternative use (the use must be consistent with the aims and objectives of the VAP and Program Guidelines) for which these funds will be allocated.
  - o (a) In the first instance, Agencies are required to make a request in writing to the Director, Community Operations and Victims Support Agency

#### Item 4: Budget

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

The Organisation agrees to spend the Funding only to provide Activities, or on matters that reasonably related to providing the Activities.

In accordance with 'Item 3: Activity deliverables and payments' the funding will be paid quarterly in each year of the contract (2015-16, 2016-17 and 2017-18) and distributed across the following Activities:

VAP Annual Grant Funding	
Activity	Annual Grant (excluding GST)
Management & Administration	\$
Brokerage	\$
Case Work	\$
<b>Total</b>	<b>\$</b>

#### Item 5: Reporting requirements

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

- > Progress reports must be completed using the appropriate Department template. This report must be signed by an authorised delegate from the Organisation (see 'Attachment A - Performance Monitoring & Reporting' for more information).
- > The final or yearly report must be completed using the Department's template. It includes a financial acquittal report. This report must be signed by an authorised delegate from the Organisation.
- > The Organisation will deal with the Records in accordance with the standards issued under the Public Records Act 1973, including but not limited to:
  - o Storing the Records

- Implementing and maintaining a record keeping system that creates and maintains full and accurate hard copy and / or electronic Records for all Activity delivered under this Agreement
- Ensuring the security of the Records
- > The Organisation must provide additional information that the Department requests in relation to the evaluation of the funded program(s). The Department must give notice of at least twenty (20) Business Days for additional reporting requirements.

#### **Item 6: Activity specific requirements**

- > Acknowledgement and Publicity (to be read with clause 4.17)
  - 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 Item 7: Attachment D.
  - The Department reserves the right to publicise and report on awarding the Funding to the Organisation.
- > The Organisation must notify the Department of any circumstances or the occurrence of any event that adversely affect the ability of the Organisation to fulfil its obligations under this Agreement immediately upon the organisation becoming aware of the circumstances or event.
- > The Department agrees to assist the Organisation to meet its objectives and to comply with the conditions of this Agreement by:
  - responding to and providing comments on reports, papers, proposals, projects and outcomes
  - providing support and advice to the Organisation's Representative on issues relating to the Activity
  - nominating the Department's representative
- > The Organisation and the Department agree that the requirements of Clause 15.1 Transition of Activity will only apply if the Organisation fails to complete the Activity to the reasonable satisfaction of the Department.
- > The Organisation must inform the Department in writing within ten (10) Business Days whenever there is a change in the Organisation's Constitution, structure, management or operations which could reasonably be expected to affect the Organisation's eligibility for the Funding or have an adverse effect on the Organisation's ability to comply with its obligations under this Agreement.
- > The Organisation acknowledge that the Organisation is an 'organisation' as defined in the Information Privacy Act 2000 (IPA) and the Health Records Act 2001 (HRA) and so are obliged to protect personal and health information. When the Organisation provides services and Activities under this Agreement and the Organisation handles personal and health information as defined in these Acts, the Organisation agrees:
  - to collect, use, handle and disclose any personal information and health information in a way that is consistent with the IPA and the HRA;
  - not to use practices or act in a way, that would breach any of the Health Privacy Principles (HPP) or Information Privacy Principles (IPP) contained in the Schedules of these acts
  - to meet the obligations of these acts to the same level that is required of funding agencies
  - to work in line with any direction, guideline, determination or recommendation of the Victorian Privacy Commissioner or the Victorian Health Services Commissioner



to make sure that any employee of the Organisation who is required to handle personal or health information is aware of these obligations. Any subcontracting arrangement You enter into, must make sure that the subcontractor has the same awareness and obligations to protect privacy and health information as You do.

- > The Organisation agrees to report to the Department any breaches, of standards, guidelines, policies and procedures in carrying out this Activity of which the Organisation becomes aware.
- > Under the Working with Children Act 2005 people engaging in 'child-related work' must apply for and pass the Working with Children (WWC) Check. The WWC Check helps to keep children safe by preventing those who pose a risk to the safety of children from working with them, in either paid or volunteer work. The Organisation must meet all requirements of the WWC Check that are relevant to this Activity, including ensuring that the Organisation's staff or volunteers who need a WWC Check have applied by the due date. Information on these requirements, as well as general information about the WWC is available at [www.justice.vic.gov.au/workingwithchildren](http://www.justice.vic.gov.au/workingwithchildren).
- > The Organisation must conduct a National Police Record Check for any person who will be directly involved in the Activity before the person commences any involvement in the Activity. Any checks which reveal a criminal history must be provided to the Department. The Department will approve or disapprove, in its absolute discretion, the involvement of a person with a criminal history in the Activity. The Organisation must not allow a person with a criminal history to be directly involved in the Activity before the Department has provided written approval.
- > The Organisation must comply with the Disability Policy, the Disability Act 2006 (Vic) and the Equal Opportunity Act 1995 (Vic).
- > In delivering the Activity, the Organisation should have regard to and, to the extent that it is possible to do so given the nature of the Activity, implement policies and processes designed to achieve the objectives of the Disability Policy which are (without limitation):
  - reducing barriers to persons with a disability accessing goods, services, programs, information and facilities to ensure equal access to everyone
  - reducing barriers to persons with a disability obtaining and maintaining employment and eliminating discrimination against people with a disability in the workplace
  - promoting inclusion and participation in the community of persons with a disability and achieving changes in negative attitudes towards persons with a disability
  - achieving tangible changes in attitudes and practices which discriminate against persons with a disability
- > If requested by the Department the Organisation must prepare a Disability Action Plan in accordance with the Disability Act 2006 (Vic).

## Item 7: Attachments

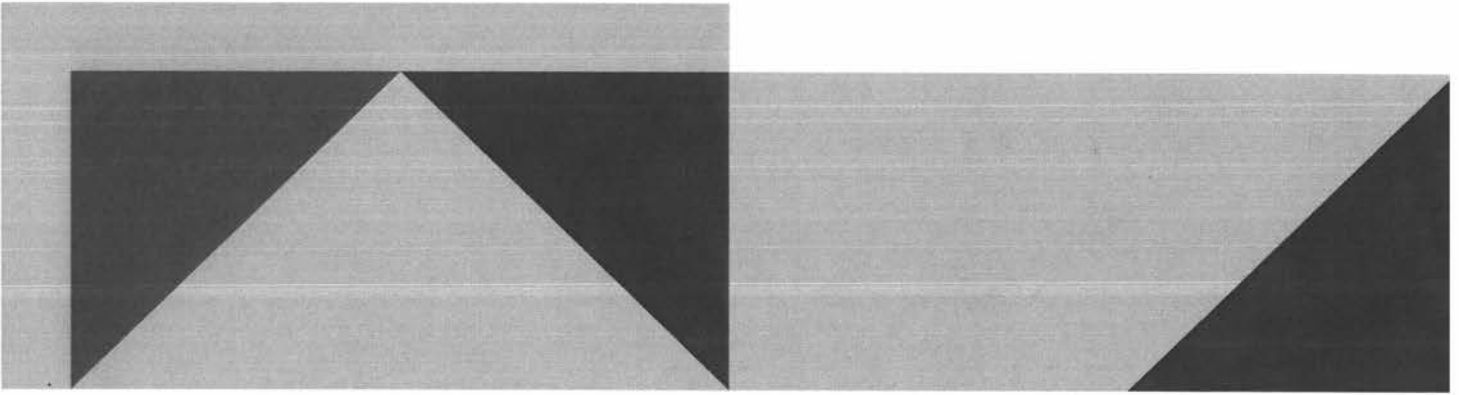
- > A - Performance Monitoring & Reporting
- > B - Funding & Payments
- > C - Standards, Policies and Legislation
- > D - Acknowledgement and Publicity Guidelines

DECEMBER 2012

# WHOLE OF VICTORIAN GOVERNMENT COMMON FUNDING AGREEMENT

PART B – TERMS  
AND CONDITIONS





Authorised and published by  
the Victorian Government,  
Melbourne, December 2012.

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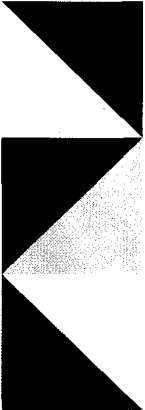
# 1 DEFINITIONS AND INTERPRETATION

## Definitions

1.1 In this Agreement:

Term	Definition and interpretation
<b>Activity</b>	means the Activity related to the services or project described in the Schedule.
<b>Agreement</b>	means these Terms and Conditions, the Details and the Schedule.
<b>Applicable Departmental Policies</b>	means any applicable Departmental policies and guidelines, as amended or replaced from time to time, including those set out in the Schedule.
<b>Asset</b>	means a non-consumable item of tangible property (including an Asset that becomes a fixture) that has a service life greater than one (1) year purchased, created or otherwise brought into existence whether wholly or in part with the use of the Funding.
<b>Asset Register</b>	means the register the Organisation will maintain under clause 7.1 [Assets].
<b>Auditor-General</b>	has the meaning set out in section 3 of the Audit Act 1994 (Vic).
<b>Australian Accounting Standards</b>	means the accounting standards made by the Australian Accounting Standards Board in accordance with section 227 of the Australian Securities and Investments Commission Act 2001 (Cth).
<b>Australian Auditing Standards</b>	means the auditing standards made by the Auditing and Assurance Standards Board in accordance with section 227B of the Australian Securities and Investment Commission Act 2001 (Cth).
<b>Background Intellectual Property</b>	means the Intellectual Property of a party which was either created: (a) before the Start Date; or (b) independently of this Agreement, and all improvements to such Intellectual Property by the party.
<b>Business Day</b>	means a day other than a Saturday, Sunday or public holiday appointed under the Public Holidays Act 1993 (Vic).
<b>Change in Control</b>	means any change during the Term in any person(s) who directly or indirectly exercises effective control over the Organisation (including the ability to determine the outcome of decisions about the financial and operating and other policies of the Organisation) by holding the majority of voting shares, units or other interests in the Organisation or by any other means.
<b>Confidential Information</b>	means information or data (including Personal Information and Health Information), whether or not in a material form, that is confidential to a party or should reasonably be considered confidential. Confidential Information does not include information that is already in the public domain, unless the reason it is in the public domain is as a result of a breach of this Agreement.

Term	Definition and interpretation
<b>Conflict of Interest</b>	means a situation, or a risk of a situation, where an officer, board member, employee, member, volunteer, subcontractor, representative or agent of the Organisation has duties or interests arising as a result of holding a position, possessing property, engaging in a business or occupation or from contractual obligations and those duties or interests are in conflict with or might appear to be in conflict with their duties and interest under this Agreement.
<b>Day</b>	(as opposed to "Business Day" as defined above) includes public holidays appointed under the Public Holidays Act 1993 (Vic), and weekends.
<b>Department</b>	means the entity described in item 1 of the Details.
<b>Department's Primary Contact</b>	means the person listed in item 10 of the Details or as notified in writing from time to time by the Department.
<b>Details</b>	means the part of the Agreement titled 'Details'.
<b>Dispute</b>	means any dispute: (a) arising out of this Agreement; (b) concerning the performance or non-performance by either party of its obligations under the Agreement; or (c) concerning any decision of a party or interpretation of any clause of this Agreement.
<b>Dispute Resolution Officer</b>	means the person allocated in the position listed in item 5 of the Details or as notified in writing from time to time by the Department.
<b>End Date</b>	means the date set out in item 4 of the Details.
<b>Funding</b>	means money the Department provides to the Organisation under this Agreement.
<b>Health Information</b>	has the meaning set out in the Health Records Act 2001 (Vic).
<b>Insolvency Event</b>	means where: a) the Organisation is unable to pay its debts as and when they fall due; b) in the case of an individual, the individual enters into a scheme of arrangement with creditors or becomes bankrupt; c) in the case of a legal entity that is not an individual: i. a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the Organisation; ii. the Organisation enters into a scheme of arrangement with its creditors; or iii. the Organisation is wound up; d) the Organisation assigns any of its property for the benefit of creditors or any class of creditors; or e) a person with a legal right over any assets of the Organisation takes any step towards taking possession or takes possession of those assets or exercises any power of sale.

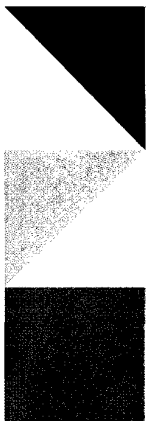


Term	Definition and interpretation
<b>Intellectual Property</b>	<p>includes:</p> <ul style="list-style-type: none"> <li>&gt; all copyright (including rights in relation to all documents, reports, charts, drawings, data bases, software, source codes, models, systems, slides, tapes and specifications);</li> <li>&gt; all copyright and all rights in relation to inventions (including registered and registrable patents), registered and unregistered trade marks, registered and unregistered designs, circuit layouts, and know-how; and</li> <li>&gt; all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.</li> </ul>
<b>Laws</b>	<p>includes:</p> <ul style="list-style-type: none"> <li>(a) Acts of the Commonwealth and the State(s) and Territory(ies) in which the Activity will be delivered, and any other relevant State or Territory;</li> <li>(b) ordinances, regulations, by-laws, orders and proclamations or other instruments made under those Acts referred to in paragraph (a); and</li> <li>(c) lawful directions by any person exercising statutory powers regarding the Activity.</li> </ul>
<b>Licence</b>	<p>means a non-exclusive, world-wide, everlasting, irrevocable, royalty free licence to the Department to exercise all rights in relation to the Intellectual Property it applies to as if the licensee were the owner, including the right to sub-license. A Licence does not include the right to transfer or assign the Intellectual Property, or to seek or enforce remedies for infringements of the Intellectual Property against a third party.</p>
<b>Ombudsman</b>	<p>means the person appointed under section 3 of the Ombudsman Act 1973 (Vic).</p>
<b>Organisation</b>	<p>means the entity described in item 2 of the Details.</p>
<b>Organisation's Primary Contact</b>	<p>means the person listed in item 6 of the Details or as notified in writing from time to time by the Organisation.</p>
<b>Personal Information</b>	<p>has the meaning set out in the Information Privacy Act 2000 (Vic).</p>
<b>Project Intellectual Property</b>	<p>means all Intellectual Property (excluding Background Intellectual Property) developed, created, discovered, brought into existence or otherwise acquired (other than from the Department) by the Organisation under the Agreement.</p>

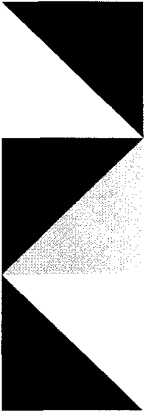
Term	Definition and interpretation
<b>Record</b>	means any document within the meaning of the Evidence Act 2008 (Vic), including: <ul style="list-style-type: none"> <li>(a) anything on which there is writing;</li> <li>(b) anything on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them;</li> <li>(c) anything from which sounds, images or writings can be reproduced with or without the aid of anything else; or</li> <li>(d) a map, plan, drawing or photograph;</li> </ul> created, managed, maintained, brought into existence or otherwise acquired or used by the Organisation (or subcontractor) in relation to the Funding, the Activity, or the performance of the Organisation's obligations under the Agreement.
<b>Schedule</b>	means the schedule to the Agreement.
<b>Services</b>	means the Activity described in the Schedule.
<b>Start Date</b>	means the date set out in item 3 of the Details.
<b>Subcontracting</b>	is when the Organisation engages another organisation or person (excluding employees of the Organisation), to deliver all or a material part of the Activity in accordance with clause 10 [Assignment and Subcontracting].
<b>Term</b>	means the period of this Agreement as detailed in clause 2 [Term of Agreement].
<b>Terms and Conditions</b>	means this part of this Agreement entitled "Terms and Conditions".

## Interpretation

- 1.2 In this Agreement, unless it specifically states differently:
- (a) words implying one gender include the other gender;
  - (b) the plural includes any singular and vice versa;
  - (c) a reference to a statute, ordinance, code or other Law includes subordinate legislation, consolidations, amendments, re-enactments, and replacements of it;
  - (d) references to the Agreement include the Details, the Terms and Conditions, the Schedule, and any annexures and attachments;
  - (e) "including" and "includes" when introducing an example, does not limit the meaning to that example or examples of that kind;
  - (f) where a term is defined, the definition includes all grammatical forms of that term;
  - (g) headings and references to headings contained in square brackets ("[]") are inserted for readability and do not affect the interpretation of this Agreement; and
  - (h) a reference to a person includes an entity recognised by Law including a body politic, and incorporated and unincorporated bodies.







## Priority of Documents

- 1.3 Inconsistencies between the terms of this Agreement will be resolved in the following order of priority:
- (a) these Terms and Conditions;
  - (b) the Details; and
  - (c) the Schedule.

## Governing Law

- 1.4 The laws of the State of Victoria apply to the Agreement. The Organisation and the Department agree to the jurisdiction of the courts of the State of Victoria and courts entitled to hear appeals from those courts.

## 2 TERM OF AGREEMENT

- 2.1 The Agreement will start on the Start Date and will end on the End Date, unless the Agreement is terminated earlier under clause 14 [Termination of Agreement].
- 2.2 The Organisation and the Department agree that the Department is not obligated to continue to provide funding to the Organisation beyond the Funding set out in the Schedule [Funding] nor to renew the Agreement at the end of the Term.

## 3 ACTIVITY DELIVERY

- 3.1 The Organisation will deliver the Activity in accordance with the Agreement to the reasonable satisfaction of the Department and will at all times:
- (a) deliver the Activity in a proper, timely and efficient manner using the standard of care, skill, diligence and foresight that would reasonably be expected from an expert and experienced provider of the Activity;
  - (b) act in accordance with the ethical standards that are generally accepted to apply in the area of professional practice relevant to the Activity;
  - (c) demonstrate a commitment to ethical practices and behaviours, and make sure that ethical practices are implemented and ethical behaviours are promoted through appropriate staff training and monitoring;
  - (d) inform the Department about all matters the Department should reasonably be made aware of, and provide information about the delivery of the Activity that may reasonably be required by the Department;
  - (e) obtain and maintain any accreditation or registration required for the delivery of all or part of the Activity or requested in writing by the Department; and
  - (f) comply with:
    - (i) the standards and performance targets listed in the Schedule in respect of the Activity;
    - (ii) all Applicable Departmental Policies; and
    - (iii) all applicable Laws including Laws relating to fire protection, industrial relations and employment, and health, and general safety and taxation.
- 3.2 The Department will provide the Organisation with access to all Applicable Departmental Policies and standards.

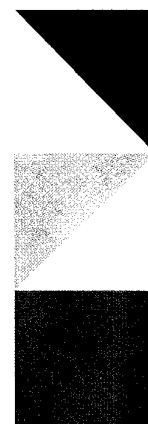
## 4 FUNDING

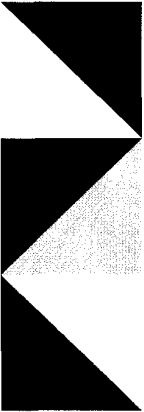
- 4.1 If the Organisation meets its obligations under this Agreement to the reasonable satisfaction of the Department, the Department will pay the Funding to the Organisation as set out in the Schedule.
- 4.2 The Organisation and the Department agree that payment of all or part of the Funding is not an admission by the Department that the Organisation has met its obligations under this Agreement to the reasonable satisfaction of the Department.
- 4.3 If the Schedule indicates that the Funding is to be increased on a yearly basis, the Department will increase the Funding payable each year of the Term by the rate of indexation approved by the Victorian Government and advised by the Department.

### Use of Funding

- 4.4 The Organisation agrees to use the Funding only for the Activity and in accordance with the Agreement or as agreed by the Department in writing.
- 4.5 The Organisation will do all things necessary to make sure that all payments made by the Organisation from the Funding (including payments to subcontractors) are correctly made and properly authorised and that the Organisation maintains proper and diligent control over the incurring of all liabilities.
- 4.6 The Organisation will not use any of the following as security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest unless the Department consents in writing:
  - (a) the Funding;
  - (b) the Agreement including any right, title or interest created under it; or
  - (c) any Asset or Project Intellectual Property.
- 4.7 The Organisation will not spend the Funding on donations to members of a State or Commonwealth Parliament or political parties.
- 4.8 If the Organisation complies with the Agreement and delivers the Activity to the Department's reasonable satisfaction, the Organisation can retain all unspent and uncommitted Funding at the expiry of the Agreement, unless otherwise notified by the Department in accordance with the terms of any Applicable Departmental Policy or stated in the Schedule.
- 4.9 If, in the reasonable opinion of the Department, the Organisation:
  - (a) does not comply with the Agreement;
  - (b) does not deliver all or part of the Activity to the Department's reasonable satisfaction; or
  - (c) has used, spent or committed all or part of the Funding other than in accordance with the Agreement,

the Department may in its absolute discretion give written notice to the Organisation requiring the Organisation to repay that part of the Funding and any GST paid to the Organisation which, in the Department's reasonable opinion, has not been applied in accordance with the Agreement and the Organisation will repay that amount to the Department within thirty (30) Days, or such other time period as agreed, of receiving the written notice from the Department.





## Goods and Services Tax (GST)

- 4.10 In this clause, italicised words or expressions have the same meaning as set out in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (GST Act).
- 4.11 The Funding set out in the Schedule is exclusive of GST. If GST is payable on all or part of the Activity under clause 4.12, it will be paid to the Organisation at the same time as the Funding set out in the Schedule.
- 4.12 The Organisation and the Department agree that if GST is payable on a *supply* of the Activity by the Organisation under this Agreement, the Department will pay the Organisation an additional amount equal to the GST payable on or for the *taxable supply*.
- 4.13 If GST is payable on the *supply* of the Activity by the Organisation under this Agreement, unless otherwise specified in the Schedule, the Organisation and the Department agree to a recipient created tax invoice (RCTI) arrangement under this Agreement authorised under section 29-70(3) of the GST Act and that:
- (a) the Department at the Start Date is registered for GST and agrees that it will notify the Organisation if it ceases to be registered for GST or ceases to satisfy any of the requirements of GST Ruling GSTR 2000/10;
  - (b) the Department will reasonably comply with its obligations under the taxation laws;
  - (c) the Department can issue a RCTI in respect of a *taxable supply* made to the Department of goods or services provided by the Organisation under this Agreement;
  - (d) the Department will issue a copy of each RCTI to the Organisation and retain the original;
  - (e) the Department will issue a copy of each *adjustment note* to the Organisation and retain the original;
  - (f) the Department will not issue a document that would otherwise be an RCTI, on or after the date when it or the Organisation has ceased to satisfy the requirements of GST Ruling GSTR 2000/10;
  - (g) the Organisation will not issue *tax invoices* in respect of *taxable supplies* of goods or services to the Department;
  - (h) the Organisation acknowledges that as at the Start Date it is registered for GST and has an active Australian Business Number and agrees that it will notify the Department within seven (7) Days if it ceases to be registered.
- 4.14 If, as at the Start Date the Organisation is not required by Law to be registered for GST and during the Term of the Agreement the Organisation becomes registered for GST, the Organisation will give written notice to the Department within seven (7) Days of becoming registered for GST.
- 4.15 If for any reason the RCTI arrangement specified in clause 4.13 is unable to be implemented or ceases, the Organisation must give the Department a *tax invoice* in respect of any *taxable supply* made to the Department by the Organisation in connection with the Agreement prior to any payment of Funding to the Organisation.
- 4.16 Any repayment under clause 4.9 that includes an amount for GST must be accompanied by an *adjustment note* relating to *taxable supplies* for which the Department previously issued an RCTI to the Organisation or the Organisation previously issued a *tax invoice* to the Department.

## Funding Acknowledgement

- 4.17 The Organisation will acknowledge any Funding support provided by the Victorian Government, as specified in any Applicable Departmental Policy and any Schedule.

## 5 CONFLICT OF INTEREST

- 5.1 The Organisation:
- (a) warrants that, to the best of its knowledge after making diligent inquiry, it has no actual or potential Conflict of Interest and no actual or potential Conflict of Interest is likely to arise during the Term; and
  - (b) will take all reasonable steps to ensure that no actual or potential Conflict of Interest arises during the Term.
- 5.2 If during the Term the Organisation becomes aware of any matter that gives rise to an actual or potential Conflict of Interest, the Organisation will:
- (a) immediately give written notice to the Department of the actual or potential Conflict of Interest and of the steps the Organisation proposes to take to resolve or manage the actual or potential Conflict of Interest;
  - (b) make full disclosure to the Department of all relevant information relating to the actual or potential Conflict of Interest; and
  - (c) take such steps as the Department may, if the Department chooses to, reasonably require to resolve or manage the actual or potential Conflict of Interest.
- 5.3 If the Organisation fails to notify the Department, or is unable or unwilling to resolve or deal with the Conflict of Interest as required by the Department, the Department may terminate this Agreement under clause 14 [Termination of Agreement].

## 6 RECORDKEEPING

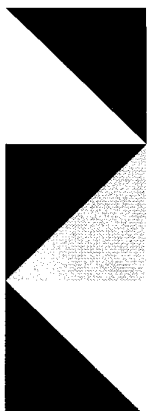
### Financial Records

- 6.1 The Organisation will keep full and accurate Records so that:
- (a) all financial transactions, including receipts and payments, from the Funding are clearly and separately identifiable;
  - (b) if required by Law or the Department, financial statements under the Australian Accounting Standards can be prepared;
  - (c) if required by Law or the Department, the Organisation's accounts and Records can be audited in accordance with Australian Auditing Standards; and
  - (d) all of the Organisation's taxation liabilities and payments can be clearly identified.

### Recordkeeping

- 6.2 The Organisation will deal with all its Records in accordance with its usual recordkeeping practices, unless agreed otherwise in writing with the Department.
- 6.3 The Organisation will:
- (a) maintain and manage the Records:
    - (i) as specified by the Department and in accordance with any Applicable Departmental Policy; and
    - (ii) in such a way that will allow the Records to be quickly and easily accessed, retrieved, reviewed, used and kept by the Department and Victorian Government.
  - (b) retain the Records for a period of seven (7) years after the termination or expiry of the Agreement or the completion of the Activity (whichever is the earlier).





- 6.4 In addition to any other obligation under clause 6 or clause 15 [Transition of Activity], the Organisation will immediately provide access to Records at the Department's written request and in any of the following circumstances:
- (a) in accordance with the requirements of all relevant Laws;
  - (b) if requested by the Auditor-General or Ombudsman in writing;
  - (c) to the Department or any third party nominated by the Department in accordance with any written request by the Department; or
  - (d) for the purposes of audit and performance monitoring under clause 9 [Audit and Performance Review].

### Freedom of Information

- 6.5 The Organisation will provide access to the Department and any other person authorised by the Department exercising rights under the *Freedom of Information Act 1982* (Vic), or any other Laws that apply to the Records as long as they remain in the Organisation's possession or control.

## 7 ASSETS

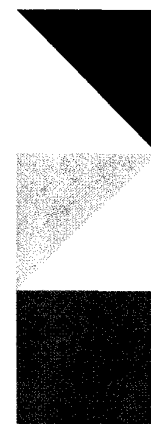
- 7.1 The Organisation will maintain an Asset Register listing and containing the details of each Asset in accordance with any Applicable Departmental Policies. The Organisation will provide the Department with a copy of the current Asset Register at the Department's request.
- 7.2 The Organisation will not dispose of any Asset worth over \$5,000 (exclusive of GST) at the time of purchase which is listed or that should be listed on the Asset Register without the Department's prior consent.
- 7.3 If the Organisation disposes of any Asset listed or that should be listed on the Asset Register, the Organisation will record the details of the disposal in the Asset Register and the Department may:
- (a) reduce the amount of Funding payable under this Agreement by the depreciated value of that Asset on giving written notice to the Organisation; or
  - (b) request the Organisation to reimburse the Department with an amount equal to the depreciated value of the Asset and the Organisation will reimburse the Department.
- 7.4 If the Organisation loses, damages, destroys or sells any Asset listed or that should be listed on the Asset Register the Organisation will repair or replace it at its own expense and record details of the repair or replacement in the Asset Register unless otherwise agreed by the Department in writing.
- 7.5 All Assets purchased with the Funding will be used to support the delivery of the Activity.
- 7.6 The Organisation is responsible for and will bear all risks, expenses and running costs for all Assets, including insurance and registration costs.
- 7.7 If the Organisation ceases to deliver all or part of the Activity (for whatever reason), the Organisation agrees to comply with any request of the Department for the Organisation to:
- (a) transfer ownership of and deliver each Asset to the Department or to a third party as the Department directs; or
  - (b) reimburse the Department with an amount equal to the depreciated value of that Asset.

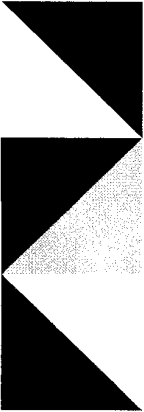
## 8 REPORTING

- 8.1 The Organisation will provide the Department with information about and report on the Activity in accordance with the Schedule and as and when requested by the Department.
- 8.2 The Organisation will provide the Department any information or Record that relates to the delivery of the Activity or shows how the Funding has been spent by the Organisation as and when requested by the Department.
- 8.3 The Organisation will prepare its financial Records in accordance with:
- (a) if required by the Department, any Applicable Departmental Policies; and
  - (b) if required by Law or the Department, the Australian Accounting Standards.
- 8.4 The Organisation will comply with the Department's financial accountability requirements and provide the Department with the information and documentation set out in any Applicable Departmental Policies including but not limited to:
- (a) a certification signed either in writing or electronically, in accordance with any Applicable Departmental Policy, by an authorised officer from the Organisation; and
  - (b) the Organisation's annual report containing financial statements, if applicable, or completed Departmental financial reporting forms.

## 9 AUDIT AND PERFORMANCE REVIEW

- 9.1 The Department may conduct, or the Department may engage a third party to conduct, a performance review or an audit of the Organisation at any reasonable time, at the Department's own expense:
- (a) for the purpose of monitoring and assessing the Organisation's performance of its obligations under this Agreement or delivery of the Activity;
  - (b) if the Department has reasonable concerns that the Organisation may not be delivering, or may be unable to deliver, all or part of the Activity in accordance with this Agreement;
  - (c) if the Organisation's Records give the Department reasonable concern about the Organisation's compliance, or ability to comply, with this Agreement;
  - (d) if the Department has reasonable concerns that the Organisation is not financially stable;
  - (e) if the Department has reasonable concerns that the Organisation has misused all or part of the Funding; or
  - (f) to confirm whether the Funding has been used for the correct purposes.
- 9.2 The Organisation will:
- (a) cooperate with and provide assistance to the Department or any third party engaged by the Department to conduct an audit or performance review;
  - (b) make available to the Department or any third party engaged by the Department all information and Records needed for the audit or performance review in accordance with any written request from the Department or third party engaged by the Department; and
  - (c) allow the Department or any third party engaged by the Department access to the Organisation's premises or place of business to carry out the audit or performance review.





## 10 ASSIGNMENT AND SUBCONTRACTING

- 10.1 The Organisation may not assign its rights or obligations under this Agreement without the Department's prior written consent.
- 10.2 The Organisation may only Subcontract all or part of the Activity with the Department's prior written consent.
- 10.3 Without limiting clause 22 [The Department's Consent], the Department will only provide consent if:
- (a) the Organisation satisfies the Department that the subcontractor can deliver the Activity to be Subcontracted on the same terms and conditions as this Agreement;
  - (b) the contract between the Organisation and the subcontractor is made on the same terms and conditions as this Agreement, including a term that expressly allows the Department to access the subcontractor's premises or place of business to conduct a performance review or audit of the subcontractor on the same terms and conditions as clause 9 [Audit and Performance Review]; and
  - (c) the Organisation agrees to comply with any conditions imposed by the Department as a condition of granting its consent.
- 10.4 The Organisation agrees that it is:
- (a) responsible for the delivery of the Activity including any part of the Activity that is Subcontracted; and
  - (b) accountable for any acts, omissions and mistakes of any subcontractor in performing all or part of the Activity as though they were the Organisation's own acts, omissions and mistakes.

## 11 DISPUTE RESOLUTION

- 11.1 The Organisation and the Department will enter into good faith discussions to resolve any Dispute.
- 11.2 If a Dispute cannot be resolved under clause 11.1, it will be resolved as follows:
- (a) the party claiming that the Dispute has arisen will give written notice to the other party describing in full the details of the Dispute (the "First Notice");
  - (b) within fourteen (14) Days of receipt of the First Notice, the parties will meet to discuss and try to resolve the Dispute;
  - (c) if the Dispute remains unresolved twenty one (21) Days after receipt of the First Notice, then either party may give written notice (the "Second Notice") to the other party requesting that the Dispute be referred to the Dispute Resolution Officer for resolution;
  - (d) within fourteen (14) Days of receipt of the Second Notice, the parties will either meet with the Dispute Resolution Officer to discuss the Dispute or provide written submissions regarding the Dispute; and
  - (e) within twenty-eight (28) Days of receipt of the Second Notice, the Dispute Resolution Officer will provide their decision to the parties in writing. The parties agree that any decision of the Dispute Resolution Officer will be final and binding on the parties.
- 11.3 The parties will continue to perform their obligations under this Agreement despite the existence of any Dispute. Nothing in clause 11 affects the parties' abilities to exercise their rights under clauses 12 [Suspension], 13 [Cessation] and 14 [Termination of Agreement].

## 12 SUSPENSION

### Suspension of Activity

- 12.1 At any time during the Term, the Department may by written notice, require the Organisation to immediately suspend delivery of the Activity, or part of the Activity if:
- (a) the Organisation has failed, or in the Department's reasonable opinion, is likely to fail, to deliver the Activity in accordance with this Agreement;
  - (b) the Organisation has misused or is reasonably suspected to have misused Funding, or has shown an inability to properly manage its assets;
  - (c) the Organisation has breached this Agreement and notice has been given to the Organisation by the Department under clause 14.1 [Termination of Agreement]; or
  - (d) the Organisation or its officer, board member, employee, member, volunteer, subcontractor, representative or agent has breached, or is suspected to have breached, any Law material to the Activity or the operation of the Organisation.
- 12.2 The Organisation will suspend delivery of all or part of the Activity at the request of the Department under clause 12.1.
- 12.3 The Department may, by giving written notice to the Organisation, reduce the Activity to be delivered under this Agreement to reflect any suspension of all or part of the Activity under clause 12.2.
- 12.4 The Organisation agrees that the Department may fund a third party to deliver all or part of the Activity that have been suspended under clause 12.2.

### Suspension of Funding

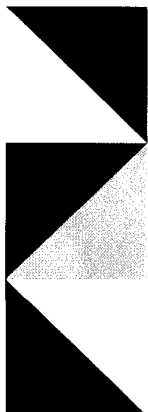
- 12.5 The Department may immediately suspend payment of all or part of the Funding if any of the following occurs:
- (a) the Organisation has failed, or in the Department's reasonable opinion is likely to fail, to deliver the Activity in accordance with this Agreement;
  - (b) the Organisation has misused or is reasonably suspected to have misused Funding, or has shown an inability to properly manage its assets;
  - (c) the Organisation has breached the Agreement and notice has been given to the Organisation by the Department under clause 14.1 [Termination of Agreement];
  - (d) the Department has concerns on reasonable grounds that the Organisation is not financially stable; or
  - (e) the Department has requested the Organisation to suspend all or part of the Activity under clause 12.1.
- 12.6 The Department may, by giving written notice to the Organisation, reduce the Funding to be paid by the Department under this Agreement to reflect any suspension of all or part of the Funding under clause 12.5.

### Department may vary Schedule

- 12.7 The Organisation agrees to the Department varying the Schedule to reflect any reduction of the Activity under clause 12.3 or reduction of Funding under clause 12.6.







## Parties may exercise rights

- 12.8 The Organisation and the Department may exercise any of their rights under clauses 12 [Suspension], 13 [Cessation] and 14 [Termination of Agreement] at any time during a suspension of the Activity or the Funding under this clause 12.

## 13 CESSATION

- 13.1 The Organisation and the Department agree that Activity will not be ceased other than in accordance with this Agreement.

## 14 TERMINATION OF AGREEMENT

### Termination for Breach

- 14.1 If the Organisation or the Department is in breach of this Agreement, the party in breach will remedy the breach within thirty (30) Days of that party receiving written notice requiring it to fix the breach.
- 14.2 If notice has been given under clause 14.1 and the breach is not satisfactorily remedied within thirty (30) Days, the party who gave notice may immediately terminate this Agreement by giving written notice.

### Termination by the Department

- 14.3 The Department may terminate this Agreement immediately by giving written notice to the Organisation:
- (a) if an Insolvency Event occurs in relation to the Organisation;
  - (b) if the Organisation is a natural person and becomes:
    - (i) mentally incapacitated;
    - (ii) dies;
    - (iii) is incapacitated through illness for more than thirty (30) Days; or
    - (iv) is convicted of a crime punishable by a term of imprisonment;
  - (c) if the Organisation has a Change in Control which the Department reasonably believes would negatively affect the Organisation's ability to comply with this Agreement;
  - (d) if, in the reasonable opinion of the Department, the Organisation commits a serious or material breach of this Agreement which is not capable of remedy. For the purpose of this clause:
    - (i) a material breach is a breach which constitutes a substantial failure in the performance of the Activity and the Agreement by the Organisation; and
    - (ii) a series of minor breaches may constitute a 'material breach';
  - (e) if the Organisation behaves in a way that the Department believes that its continued association with the Organisation may be detrimental to the reputation of the Department;
- or
- (f) if the Organisation breaches an essential term of this Agreement as described in clause 14.4. The breach of an essential term is a repudiation of this Agreement.

- 14.4 The essential terms of this Agreement are clauses 4.4, 4.5, 4.6 and 4.7 [Funding].
- 14.5 If the Department does not receive sufficient funds from either the Victorian Parliament or the Commonwealth Government to finance the program or the Activity, the Department will give written notice to the Organisation as soon as possible and may terminate this Agreement by giving reasonable notice.
- 14.6 If there is a change in Victorian Government policy which affects the program or the Activity, the Department may terminate this Agreement by giving the Organisation at least three (3) month's written notice.
- 14.7 The Organisation will immediately comply with any directions in a notice given under clauses 14.3, 14.5 or 14.6.

### Termination without Fault

- 14.8 Either the Organisation or the Department may terminate this Agreement at any time by giving the non-terminating party at least three (3) months' written notice.
- 14.9 The party electing to terminate this Agreement under clause 14.8 will pay the reasonable costs (other than loss of profit or income) necessarily incurred and substantiated by the non-terminating party that arise directly from the termination. The non-terminating party will use its best efforts to minimise any such costs arising from termination.
- 14.10 The total amount payable by the Department to the Organisation, if any, on termination of this Agreement under clause 14.9 will not exceed the total amount of Funding that would have been payable under the Agreement had it not been terminated, less any amount already paid under the Agreement.

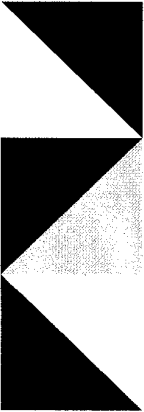
## 15 TRANSITION OF ACTIVITY

- 15.1 On expiry or termination of this Agreement for any reason or if the Organisation ceases to deliver the Activity, the Organisation will, unless otherwise stated in the Schedule:
- (a) hand over all material and Records held by the Organisation or any subcontractor engaged by the Organisation necessary for the delivery of the Activity, regardless of the manner of storage, to the Department and/or to any third party nominated by the Department.
  - (b) provide (and require any subcontractor engaged by the Organisation to provide) all reasonable assistance, advice and information to the Department to transfer all or part of the Activity, functions and operations provided by the Organisation under this Agreement to the Department or any third party nominated by the Department in a smooth and orderly way.

## 16 INTELLECTUAL PROPERTY

- 16.1 The Background Intellectual Property of each party remains the property of that party.
- 16.2 The Organisation will own all Project Intellectual Property unless clause 16.3 applies.
- 16.3 The Department will give written notice to the Organisation prior to the delivery of all or part of the Activity if the Department considers that all or part of the Project Intellectual Property arising from the delivery of the Activity should be owned by the Department.
- 16.4 If the Department gives written notice to the Organisation under clause 16.3, the Project Intellectual Property specified in the notice is owned by the Department.





16.5 The Organisation grants, and the Department accepts, a Licence over:

- (i) the Project Intellectual Property not owned by the Department;
- (ii) the Background Intellectual Property; and
- (iii) any Intellectual Property of a third party, if any,

to the extent needed to allow the Department to enjoy the full benefit of the Activity and this Agreement.

16.6 At the request of the Department, the Organisation will provide the Department with copies of all Licensed materials and Intellectual Property and in a way that allows the Department to exercise the Department's rights under the Licence.

16.7 The Organisation warrants that it has the right to grant the Licences referred to in clause 16.5.

16.8 The Organisation will obtain all consents needed for any Licence, including in relation to any Moral Right. For the purposes of clause 16.8, 'Moral Right' has the meaning set out in section 189 of the *Copyright Act 1968* (Cth).

16.9 The Organisation will properly manage the Project Intellectual Property to allow the Department to enjoy the full benefit of the Activity and this Agreement, which may include taking any necessary action to:

- (a) register, maintain the registration of, protect, manage, exploit and (as appropriate) commercialise the Project Intellectual Property for the benefit of the Victorian public;
- (b) maintain, improve, enhance and develop the Project Intellectual Property to the fullest extent reasonably necessary to maintain its usefulness and appropriateness to the Organisation and the Department for the delivery of the Activity;
- (c) use, reproduce, publish, adapt, disseminate, communicate to the public, broadcast, and perform the Project Intellectual Property for the benefit of the Victorian public; and
- (d) comply with all applicable Departmental or other Victorian government policies in respect of the Project Intellectual Property.

16.10 The Organisation will not accept co-funding, or involve any person in the delivery of the Activity, on terms that would jeopardise or limit any Licence to be granted to the Department without obtaining the Department's prior agreement and consent in writing.

## 17 PRIVACY AND WHISTLEBLOWERS ACTS

### Privacy

17.1 The Organisation acknowledges and agrees that it is bound by:

- (a) the Information Privacy Principles contained in the *Information Privacy Act 2000* (Vic) (IP Act);
- (b) the Health Privacy Principles contained in the *Health Records Act 2001* (Vic) (HR Act); and
- (c) any applicable code of practice made under the IP Act and the HR Act,

when performing its obligations under this Agreement in the same way and to the same extent that the Department would be bound if the Department were to perform the Organisation's obligations under this Agreement.

- 17.2 In delivering the Activity under this Agreement, the Organisation will:
- (a) collect, use and disclose Personal Information and Health Information obtained while delivering the Activity, only for this Agreement and in accordance with the IP Act and the HR Act;
  - (b) not to do anything that would breach a Health Privacy Principle contained in the HR Act or an Information Privacy Principle contained in the IP Act;
  - (c) comply with the IP Act, the HR Act and any applicable code of practice made under the IP Act and HR Act as if it were an 'organisation' within the meaning of the IP Act and the HR Act;
  - (d) comply with any direction, guideline, determination or recommendation made by the Victorian Privacy Commissioner or the Victorian Health Activity Commissioner;
  - (e) make sure that any person (including any subcontractor) who may deal with Personal Information or Health Information on behalf of the Organisation in relation to the Activity or this Agreement is made aware of the obligations in this clause;
  - (f) immediately notify the Department if the Organisation becomes aware of a breach, or possible breach, of any of the obligations in subclauses (a) to (d), by the Organisation, or any person acting for or on behalf of the Organisation (including any subcontractor) in relation to all or part of the Activity or this Agreement;
  - (g) make sure that any Subcontract it enters into imposes the obligations in clause 17 of this Agreement on the subcontractor; and
  - (h) in complying with Information Privacy Principle 1.3 of the IP Act and Health Privacy Principle 1.4 of the HR Act, ensure that it makes individuals to whom the Organisation provides Activities aware that the Department is an organisation to which the Organisation usually discloses Personal Information and Health Information.

### Whistleblowers Act

- 17.3 If the *Whistleblowers Protection Act 2001 (Vic)* applies to the Organisation, the Organisation agrees to comply with and be bound by the provisions of that Act.

## 18 CONFIDENTIAL INFORMATION

- 18.1 The Organisation and the Department may disclose information (including on the internet) about the content of this Agreement unless the information is Confidential Information.
- 18.2 Each party agrees to treat all Confidential Information as confidential and not to disclose it to any third party without the prior written consent of the other party, except in the following circumstances:
- (a) where the disclosure is required by Law or by this Agreement;
  - (b) where the disclosure is reasonably required by any persons performing their obligations under this Agreement;
  - (c) any disclosure to that party's own professional advisers, or its insurer; or
  - (d) if requested by the Auditor-General, the Ombudsman, or the Minister responsible for the portfolio under which the Activity operates.





## 19 INDEMNITY

19.1 The Organisation indemnifies the Department against all Liability the Department may incur in respect of any Claim including Claims relating to:

- (a) loss of or damage to property;
- (b) death or personal injury;
- (c) a breach of any third party's Intellectual Property rights;
- (d) a breach of privacy Law; and
- (e) a breach of its obligations under clause 6 [Recordkeeping].

arising in any way from:

- (i) the Organisation's breach of this Agreement or any Law; or
- (ii) an illegal or negligent act or omission of the Organisation or its officers, board members, employees, agents, volunteers or subcontractors in connection with the Activity or this Agreement.

19.2 The Organisation's Liability will be reduced to the extent that Liability is caused or contributed to by an unlawful or negligent act or omission of the Department or its officers or employees.

19.3 For the purposes of clause 19:

- (a) 'Liability' includes all costs, damages, expenses and losses of any kind;
- (b) 'Claim' includes all demand, rights, actions, suits or proceedings of any kind; and
- (c) 'Department' includes all its officers and employees.

## 20 INSURANCE AND RISK MANAGEMENT

### Insurance

20.1 The Organisation will:

- (a) on and from the Start Date have adequate insurance coverage for its operational and business risks with one or more of the following:
  - (i) the Victorian Managed Insurance Authority;
  - (ii) an insurer authorised under the *Insurance Act 1973* (Cth); or
  - (iii) an insurer approved in writing by the Department;
- (b) provide the Department with proof of the Organisation's insurance cover on request;
- (c) maintain all insurance policies for the Term and further maintain those insurance policies that provide cover on a 'claims made' basis for no less than six (6) years after the completion of the Activity; and
- (d) undertake periodic reviews to make sure the Organisation's operational and business risks are adequately insured, particularly in regard to public and products liability and professional indemnity risks.

## Risk Management

20.2 The Organisation will:

- (a) manage risk in accordance with Australian/New Zealand Risk Management Standard: AS/NZS ISO 31000:2009 (Australian Standard) as amended from time to time or as otherwise specified in any Applicable Departmental Policies.
- (b) arrange for its chief executive officer or a board member of the Organisation to attest that:
  - (i) the Organisation's risk management processes (Processes) are consistent with the Australian Standard or any Applicable Departmental Policies;
  - (ii) during the Term, the Organisation has managed risk in accordance with the Australian Standard or any Applicable Departmental Policies;
  - (iii) within the twelve (12) months prior to attestation, the Organisation has undertaken a review of the Processes to ensure compliance with the Standard or any Applicable Departmental Policies;
  - (iv) the Processes satisfactorily and effectively manage the Organisation's risks; and
  - (v) the Organisation's board, committee of management or audit or risk committee has verified that the Processes satisfactorily and effectively manage the Organisation's risks.

## 21 VARIATION

21.1 The Organisation and the Department agree that this Agreement may only be varied if:

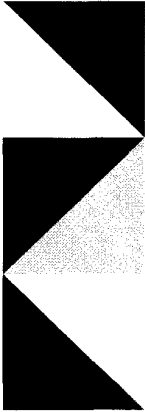
- (a) both parties agree in writing to the variation; or
- (b) the Department notifies the Organisation in writing of a proposed variation to this Agreement and the date the proposed variation will take effect from ("the Effective Date"), and the Organisation continues to deliver all or part of the Activity or delivers new activity as described in the proposed variation after the Effective Date.

## 22 THE DEPARTMENT'S CONSENT

22.1 Where the Department's consent or approval is required under this Agreement:

- (a) the Organisation will:
  - (i) make its request in writing a reasonable time before the date on which the consent or approval is required by the Organisation; and
  - (ii) provide any information or documentation required or requested by the Department;
- (b) the Department may:
  - (i) provide its consent or approval subject to any terms or conditions it considers appropriate; or
  - (ii) withhold its consent or approval;and
- (c) the Department's consent will not be valid unless provided in writing.





22.2 Any consent provided under this Agreement is not deemed to be consent in the context of any other Agreement.

22.3 The Organisation will comply with the terms and conditions of any consent.

## 23 STATUS OF ORGANISATION

23.1 The Organisation and the Department agree and acknowledge that:

- (a) nothing in this Agreement creates any joint venture, partnership, employment or agency relationship between the Organisation and the Department; and
- (b) neither party has authority to incur any liability or make any representation on behalf of the other.

23.2 The Organisation is solely responsible and liable for paying superannuation, payroll or any other tax, WorkCover levy or any similar payments or entitlements in relation to its employees.

23.3 The Organisation warrants that it is a legal entity capable of entering into this Agreement and that it complies with all Laws under which it is incorporated.

23.4 The Organisation will provide the Department with evidence of the Organisation's legal status if requested by the Department and will give written notice to the Department within five (5) Business Days of any changes to the Organisation's legal status coming into effect.

23.5 Prior to any proposed Change of Control, the Organisation will:

- (a) give written notice to the Department with reasonable time for the Department to consider the impact of the proposed Change of Control; and
- (b) provide any information or documentation required or requested by the Department about the proposed Change of Control.

23.6 If the Organisation is a partnership, joint venture or consortium of two (2) or more persons, all such persons are liable both individually and as a group to the Department for the full performance of this Agreement.

23.7 Where the Organisation or any part of it is a partnership, this Agreement will not terminate automatically on the death, retirement or resignation of one or more members of such partnership.

23.8 The Organisation's Primary Contact has authority to bind the partnership, joint venture or consortium and each of its members.

## 24 NOTICES

24.1 Any notice, approval or consent from one party to another must be in writing and be signed by an officer who is authorised to sign and legally bind that party. This clause 24 does not apply to variations to this Agreement made in accordance with clause 21 [Variation].

24.2 Any notice, approval or consent must be addressed to the Department's Primary Contact or the Organisation's Primary Contact and will be properly given or served by a party if that party:

- (a) delivers it by hand;
- (b) posts it by mail to the address listed in the Details or to another address as notified in writing by the relevant party;
- (c) transmits it by facsimile to the facsimile number listed in the Details or to another facsimile number as notified in writing by the relevant party; or
- (d) transmits it by electronic mail to the email address listed in the Details or to another email address as notified in writing by the relevant party.

24.3 A notice will be taken to be received:

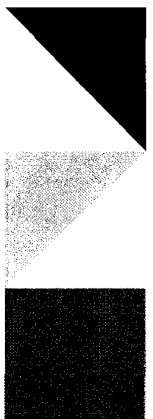
- (a) if delivered by hand, on the day of delivery if the party giving the notice has a receipt for the delivery of the notice signed by a person employed by the party receiving the notice, unless delivery is made:
  - (i) on a non-Business Day; or
  - (ii) after 5:00 pm on a Business Day,in which case the notice will be taken to be received on the next Business Day;
- (b) in the case of a posted letter, on the third Business Day after the date of posting if posted in Australia;
- (c) in the case of a facsimile transmission, on the day of transmission if the party giving the notice has a transmission confirmation report showing an error-free facsimile transmission, unless the transmission is made:
  - (i) on a non-Business Day; or
  - (ii) after 5:00 pm on a Business Day,in which case the notice will be taken to be received on the next Business Day;
- (d) in the case of an email, on the day the email is sent if the party giving the notice has a confirmation report or any other written evidence that the email has reached the recipient's mailbox, unless the email is sent:
  - (i) on a non-Business Day; or
  - (ii) after 5:00 pm on a Business Day;in which case the notice will be taken to be received on the next Business Day.

## 25 WAIVER

- 25.1 No waiver of any right of a party to this Agreement will be effective unless it is in writing and signed by that party.
- 25.2 A single or partial exercise or waiver of a right under this Agreement does not prevent any other exercise of that right or the exercise of any other right.

## 26 SURVIVAL

- 26.1 The following clauses will continue to apply after the end of this Agreement: 4.8 to 4.9 [Funding], 6 [Recordkeeping], 7.2, 7.3, 7.7 and 7.8 [Assets], 8 [Reporting], 11 [Dispute Resolution], 15 [Transition of Activity], 16 [Intellectual Property], 17[Privacy and Whistleblowers], 18 [Confidential Information], 19 [Indemnity] and 20 [Insurance and Risk Management].





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## **Item 7: Attachments**

### **Attachment A – Performance Monitoring & Reporting**

In accordance with 'Item 5: Reporting requirements' and as set out in this 'Attachment A - Performance Monitoring & Reporting' allows both the VAP provider and the DOJ to better understand and monitor key aspects of business performance throughout the Term of the funding agreement.

1. The Agency must comply with the Performance Monitoring and Reporting Framework and follow the reasonable directions given by the DOJ from time to time.
2. **Performance Monitoring**
  - 2.1 The DOJ will regularly monitor the VAP services through the following performance tools:
    - (a) Data entered into the Resolve database by the Agency;
    - (b) Quarterly and Half Yearly Resolve VAP Reports;
    - (c) VAP and Helpline Client Surveys;
    - (d) Quarterly VAP Brokerage Acquittal Reports (including a description of unspent Funds);
    - (e) VAP Half Yearly Reports (Narrative);
    - (f) VAP Certified Annual Financial Acquittal;
    - (g) Agency Annual Reports provided to the Agency Board;
    - (h) Meetings held between the DOJ Program and Service Adviser (PASA) and the Agency's Representatives; and
    - (i) Reviews commissioned from time-to-time by the DOJ.
3. **Resolve Database**
  - 3.1 The Agency must maintain accurate and reliable data describing the services they have provided to clients. In doing this, they should:
    - (a) accurately record client service-related data on the database system used by the DOJ and known as 'Resolve', ensuring that data is entered into all Resolve data fields;
    - (b) enter all client service data on Resolve in a timely manner. Each month's data must be entered by no later than day 15 of the following month.
  - 3.2 The DOJ will use the de-identified client service data for the purposes of reporting, measuring the Agency's performance, analysing trends in service provision and planning future service delivery.
4. **Quarterly and Half Yearly Resolve Reports**
  - 4.1 The DOJ will provide the Agency with Quarterly and Half Yearly Resolve Reports no later than day 25 of the month following the end of each quarter (Quarterly) and mid/final final year (Half Yearly). Refer to 'Table 2: Attachment A – Performance Measures and Key Performance Indicators'.
5. **Client Surveys**
  - 5.1 The DOJ will undertake annual surveys that will explore clients' views of key aspects of service provision. This process will be facilitated by CO/VSA utilising a standardised methodology and the Agency will receive a report for review with the Agency PASA.
  - 5.2 The DOJ will receive and collate information gathered in the questionnaire and report results annually to VAP agencies and at regional and state levels.

**6. Quarterly Brokerage Acquittal Reports**

- 6.1 The Agency must provide the DOJ with Quarterly Brokerage Acquittal Reports describing expenditure of Brokerage Funds no later than day 30 of the month following the end of each quarter. The template for this report is set out in the VAP Brokerage Guidelines and will include information relating to the extent of expenditure and the goods and services purchased.

**7. Half Yearly VAP Reports (Narrative)**

- 7.1 The Agency must provide the DOJ with Half Yearly narrative VAP Reports that describe in detail key aspects of performance no later than day 31 of the month following the end of each six-month period. These reports will follow a format provided by the DOJ.

**8. Certified Annual Financial Acquittals**

- 8.1 The Agency must provide the DOJ with a certified Annual Financial Acquittal no later than 30 September or as otherwise agreed. These reports will follow a format provided by the DOJ. This format may change from time to time, in which case the DOJ will inform the Agency in writing.

**9. Annual Reports**

- 9.1 The Agency will provide DOJ with their Annual Report within five Business Days of its release.

**10. Key Stakeholder/Community Education Plan**

- 10.1 The Agency will provide the DOJ with a Key Stakeholder/Community Education Plan as part of the Agency Half Yearly Reporting requirement. The plan will follow a format provided by the DOJ. This format may change from time to time, in which case the DOJ will inform the Agency in writing. Activities associated with implementation of the plan will be recorded in the Resolve database under capacity building and/or community education non-client activities.

**11. PASA/ Agency Meetings**

- 11.1 The DOJ PASA will meet with the Agency's Representative on a quarterly basis at a minimum, or as agreed between the parties for the purposes set out in this Agreement.

**12. External Reviews**

- 12.1 The DOJ may engage consultants to undertake reviews/audits of some or all components of the services. The Agency will be consulted about the terms of reference and methodology of any such reviews. The Agency will participate and cooperate in review implementation by providing relevant data and facilitating reviewers' access to staff, premises and clients as appropriate and necessary.
- 12.2 The results of these reviews may lead to changes to the Performance Monitoring and Reporting Framework and the VAP Guidelines.

**13. Performance Measures and Key Performance Indicators**

- 13.1 The following tables detail the annual new client event targets and each of the VAP objectives and associated performance measures and key performance indicators. Agencies are required to collect this information in the Resolve database and provide it to the DOJ through the processes outlined earlier in this 'Attachment A - Performance Monitoring & Reporting'.

**Table 1: New Client Targets**

The annual Targets for the length of this Agreement are as follows:

Targets	Quarterly New Clients	Financial Year New Clients	Quarterly Service Hours	Financial Year Service Hours
2012 - 2015	xx	xx	xx	xx

**Table 2: Performance Measures and Key Performance Indicators**

Objective	Performance Measure	Key Performance Indicator	Method of reporting	Reporting frequency
<b>1. Victims receive appropriate, timely and quality services that meet their practical, emotional and psychological needs</b>	Victims receive appropriate supports	Number of new & existing clients (see Table 1: New Client Targets)	Resolve	Quarterly & Half Yearly
		1210 hrs per FTE per annum – new & existing clients  (or 302.5 hrs per quarter)	VAP reports	Half Yearly
		75% of clients have a Care Plan developed in consultation with them	Resolve  VAP reports	Quarterly & Half Yearly  Half Yearly
		Proportion of clients surveyed to gain feedback	Client Survey	Annually
	Support is provided in a timely manner	75% of clients who receive initial contact within one (1) business day	Resolve Reports	Quarterly & Half Yearly
		85% of clients who participate in an intake /assessment session w/n five (5) business days of contact of VAP	Resolve Reports  VAP reports	Quarterly & Half Yearly  Half yearly
		80% of victims on wait list less than 25 days	Resolve Reports	Quarterly & Half Yearly
		Clients who received counselling  (internal and/or external)	Resolve Reports	Quarterly & Half Yearly
	Victims report that their practical, emotional and psychological needs were met	Proportion of victims who agreed that support provided met their following needs: • practical • emotional • psychological	Client Survey	Annually
	Agency/organisation demonstrate provision of quality services	Demonstration of: • currency of accreditation • audit procedures	VAP reports  Accreditation Certificate	Half Yearly

Objective	Performance Measure	Key Performance Indicator	Method of reporting	Reporting frequency
<b>2. Victims are supported to navigate the criminal justice system</b>	Support provided is 'appropriate' to the needs of the victims of violent crime	50% of clients who receive criminal justice related services	Resolve Reports  VAP reports	Quarterly & Half Yearly  Half Yearly
	Victims report that they understand and are supported to engage with the criminal justice system/processes	Proportion of victims who report that they understood and felt supported	Client Survey	Annually
	Victims report that they are able to navigate the criminal justice system	Proportion of victims who agreed that they were able to navigate the criminal justice system	Client Survey	Annually
<b>3. Victims receive early and seamless service responses</b>	Victims report they receive seamless support	5% of the total clients receiving a VAP service originate from these groups: <ul style="list-style-type: none"> <li>• Indigenous</li> <li>• CALD</li> <li>• Children &amp; Young People</li> <li>• Senior Citizens</li> <li>• People with Disabilities</li> </ul>	Resolve Reports  VAP reports	Quarterly & Half Yearly  Half Yearly
		30% of referrals from key stakeholder Victoria Police	Resolve Reports  VAP reports	Quarterly & Half Yearly  Half Yearly
		Stakeholder and community engagement activities identified and undertaken	Agency Reports – Community Education Plan  Resolve Reports	Half Yearly  Quarterly & Half Yearly
	Appropriate referral 'pathways' are in place for victims to access services	Proportion of clients who are referred to 'other' support services	Resolve Reports	Quarterly & Half Yearly

#### 14. **DOJ Obligation**

14.1 The DOJ will provide the following assistance to the Agency during the Term:

- (a) commitment to the development of collaborative relationships;
- (b) formal support through:
  - (i) the appointment of a contact within the DOJ known as a Program and Service Adviser (PASA), and
  - (ii) quarterly, state-wide VAP provider meetings and other meetings, at times agreed to between the parties,
- (c) regular updates on applicable Departmental Policies, directions and initiatives; and
- (d) opportunities for the Agency to be involved and have input into service developments by the DOJ.

#### 15. **Agency Obligations**

15.1 The Agency will:

- (a) build and maintain effective and productive partnerships with the DOJ and other funded organisations interfacing with or providing VAP services;
- (b) contribute to the development of, and adopt and implement enhancements in case management practices, including but not limited to intake, assessment, care planning and best practice interventions;
- (c) actively participate in VSA policy and service developments and coordination activities as appropriate. In particular, the Agency will participate and contribute to any working or reference groups convened by the VSA and participate in VAP state-wide management meetings.

15.2 If a complaint is lodged with the DOJ by a client of the Agency or by another VAP service provider, about the Agency or the services, the Agency must investigate the complaint in a timely manner and in accordance with the VAP Client Complaints Management Guidelines.

#### 16. **Compliance**

16.1 Where unsatisfactory performance in any component of service delivery performance is deemed by the DOJ to be "once-off" or non-systemic, DOJ will work in partnership with the Agency to identify and address the causes of the unsatisfactory performance.

#### 17. **Performance Improvement Plans**

17.1 Where DOJ considers underperformance to be systemic, a Performance Improvement Plan (**Plan**) will be developed by DOJ in consultation with the Agency. The Plan will:

- (a) outline issues that are contributing to underperformance that the Agency must address;
- (b) identify action to be undertaken by the DOJ to assist the Agency to undertake the requirements specified in the Plan;
- (c) outline clear, achievable and measurable outcomes expected as a result of Plan implementation;
- (d) include timeframes by which outcomes must be achieved; and
- (e) require the Agency to submit written reports to the DOJ detailing progress in implementing the Plan.

17.2 Clause 11 of the Terms and Conditions of this Agreement will apply to any dispute between the DOJ and the Agency in relation to the Plan.

## **Item 7: Attachments**

### **Attachment B – Funding & Payments**

1. The DOJ will provide funds to the Agency from 1 July 2015 until 30 June 2018 in accordance with 'Item 3: Activity deliverables and payments' and this 'Attachment B - Funding & Payments'.
2. **Funding Model**
- 2.1 The decisions determining the extent of funding allocated by the DOJ to each region for VAP service provision are based on a number of variables. These include the numbers of crime victims in each region, the numbers of sites reasonably required to service entire regions, and other factors such as the differing travel times required to provide outreach services from site to site. The financial model for the re-contracting process was built to ensure that victims of crime have relatively equal access to services irrespective of where they live in Victoria.
- 2.2 Each service provider will be contracted to deliver specified services to a predetermined minimum number of victims of crime.

### **Case Management**

- 2.3 Full-time caseworkers should provide services to approximately 173.6 clients per year. This caseload is estimated as follows;
  - (a) 5.5 hours of every working day is spent delivering services or coordinating service delivery to clients – 27.5 hours per week;
  - (b) caseworkers work for an average of 44 weeks per year;
  - (c) 1210 hours of service delivery per full-time case worker per year – 302.5 hours per quarter;
  - (d) each client receives an average of 6.97 hours service. This is the average amount of service received per client over a year of service delivery. It is also consistent with level of need, whereby 45% of clients receive two or fewer hours of caseworker assistance, 45% receive between two and seven hours and 10% receive more than seven hours of service.

## Item 7: Attachments

### Attachment C – Standards, Policies and Legislation

This attachment sets out the policies, guidelines and legislation that are applicable to the service being funded under this Agreement.

1. The Agency will comply with the requirements and meet the minimum standards for the delivery of the services, in accordance with the documents outlined in 'Table 1: Attachment C - Standards, Policies and Legislation'.

**Table 1: Standards, Policies and Legislation**

<b>Standards, policy guideline or legislation</b>	<b>Link for copy and further information</b>	<b>Creator</b>
<i>Family Violence Protection Act 2008</i>	<a href="http://www.austlii.edu.au/au/legis/vic/consol_act/fvpa2008283/">http://www.austlii.edu.au/au/legis/vic/consol_act/fvpa2008283/</a>	State of Victoria
<i>Victims' Charter Act 2006</i>	<a href="http://www.austlii.edu.au/au/legis/vic/consol_act/vca2006175/">http://www.austlii.edu.au/au/legis/vic/consol_act/vca2006175/</a>	State of Victoria
<i>Victims of Crime Assistance Act 1996</i>	<a href="http://www.austlii.edu.au/au/legis/vic/consol_act/vocaa1996271/">http://www.austlii.edu.au/au/legis/vic/consol_act/vocaa1996271/</a>	State of Victoria
Resolve User Manual 2013	Victims Support Agency	Department of Justice
Standards for the Provision of Services to Victims of Crime in Victoria 2011	Victims Support Agency	Department of Justice
VAP Guidelines 2015	Victims Support Agency	Department of Justice
VAP Practice Manual 2015	Victims Support Agency	Department of Justice



# Department of Justice

## Acknowledgement and Publicity Guidelines

### **Guidelines for acknowledging the government's funding support in promotions, media and other forms of publicity.**

A condition of funding by the Department of Justice (the department) for services or project activity is that recipients must agree to follow the department's guidelines for acknowledging the government's funding.

The practical application of the guidelines will take into account the size, nature and purpose of the communications, and the context of the occasion. Reasonable variations or exemptions to the government's requirements may be made on a case-by-case basis in advance, with the agreement of the department's representative.

The guidelines are as follows:

**You may be required to keep the funding confidential until a public announcement is made.**

Once approved, many grants remain highly confidential until the relevant minister or their representative has publicly announced that funding has been approved. If that applies to a service or project activity your organisation has been funded for, you will have been advised of this in writing at the time that you were offered funding.

The department is responsible for coordinating participation by the minister or their representative.

You can expect that the department and/or the minister's office will contact your organisation to make arrangements for the announcement, within a reasonable time, and work to ensure that the announcement is not unreasonably delayed. If you are aware of any upcoming events that might provide a good opportunity to make the announcement, you should contact the department. Ensure the department's representative is notified well in advance of any public announcements.

**You must give the government's representative an opportunity to open or launch the funded service or project activity, and invite them to events.**

If your organisation will launch the service or project activity at a public event or similar, you must give the relevant minister the opportunity to officially open or launch the service or project activity.

You must also invite the department and the minister to all significant events associated with the service or project activity. If you are unsure whether an event is considered as a significant event, please discuss this with the department's representative.

You will need to give adequate notice (the department recommends at least two months' lead time, if possible) and work with the department to coordinate the minister's and his or her representative's role in an opening or launch, or their attendance at events.

**At all openings, launches and events supported by or associated with government funding support, you must prominently display the department's signs or banners.**

Department signs and banners can be borrowed from the department. For further information on the process to borrow departmental banners and signs, please consult your department's representative. Banners are available from the Strategic Communication Branch Events team. Your organisation is responsible for organising their collection and prompt return, with the assistance of the department's representative.

## Acknowledgement and Publicity Guidelines

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**You must acknowledge the government's funding support on written materials and in speeches and other forms of presentations.**

The Victorian Government's funding support and key messages about the funding program (if there are any) should be acknowledged:

- in speeches and presentations about the service or project activity
- in press releases
- in relevant job advertisements where appropriate (check with your department's representative)
- on documents, publications, reports, brochures, posters, flyers and the like. The government should also be given the opportunity to contribute a sponsor's message for any relevant publication. The department will endeavour to provide any sponsor message to you promptly so that it does not delay the production process
- on websites; websites primarily developed with the government's funding support should also include a link to the department web site [www.justice.vic.gov.au](http://www.justice.vic.gov.au)

**You must use the Victorian Government's logo.**



**Diagram 1: The Victorian Government logo.**

The logo shown in diagram 1 must be included on all published or printed materials – please contact your department's representative for a high-resolution version of the Victorian Government logo.

**Under no circumstances may this logo be altered.**

For capital projects, it is expected that the government's funding support is acknowledged by displaying the Victorian Government logo on:

- temporary signs erected while the work is being done
- permanent signage, such as a plaque.

Please refer to the Victorian Government Branding and Authorisation Guidelines on the Department of Premier and Cabinet website for specific requirements.

Please forward draft mock-ups of all signage featuring the Victorian Government logo to your department's representative who will confirm with the Strategic Communication Branch that it meets design requirements.

### **Specific acknowledgement wording and logos**

For some grant funding, specific acknowledgement wording must be used.

Please consult with your department's representative to determine whether particular wording is applicable for your organisation's grant funding.

Additionally, for some grant funding, specific shields and emblems must be used.

Please consult with your department's representative to determine whether particular logos are applicable for your organisation's grant funding.

## Acknowledgement and Publicity Guidelines

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### Reporting on how you have acknowledged the government's funding support

You may be asked to provide details of how the government's funding support was or is being acknowledged in reports to the department. If this is the case this will be part of your reporting template or instructions.

### Exemptions and Variations

In some instances, given the nature or context of the publication or publicity in question, the strict application of some guidelines may not be appropriate. In such cases reasonable variations or exemptions to specific requirements can be negotiated in advance with the department's representative.

Examples of occasions where such variations or exemptions may be required include:

- where the size of a document (e.g. a wallet info card or DL flyer) contains insufficient room to include a sponsor's message (an abbreviated funding acknowledgement may suffice)
- when peak organisations or advocacy organisations (i.e. those that engage in lobbying on behalf of stakeholders) hold sector events such as policy roundtables, stakeholder meetings or training events where government attendance is likely to unreasonably inhibit candid discussion
- when an advocacy organisation:
  - makes public speeches or provides interviews on television or radio
  - holds protest rallies
  - produces or launches research papers, reports, or other policy-related documents or
  - produces media releases or promotional materials such as brochures, posters or fliers that are critical of third parties or which question industry practices and government policies
  - in circumstances where a strict application of these guidelines could cast reasonable doubt on the independence of the organisation, or is likely to give rise to an inappropriate impression that the government endorses the views or opinions of the organisation.

If you consider a variation or exemption will be required, you should contact your department's representative who will check with the Strategic Communication Branch.

### Further information

Your department's representative will help you obtain Victorian Government logos, key messages and other communication tools and templates that will help you promote your Victorian Government funded program or project.

If you have any questions or need to clarify details please contact the department's representative named in your funding agreement.