

Schedule 1

Schedule Start Date: 1/07/2012

Schedule Completion Date: 30/11/2015

Item A OUR PROGRAM INFORMATION

A.1 Program Name:

Indigenous Sport and Active Recreation Program

A.2 Program Objectives:

The objectives of the Indigenous Sport and Active Recreation Program (ISARP) are:

- to increase the active participation of able and disabled Indigenous Australians in sport and active recreation activities;
- to encourage and increase community ownership and management of sport and active recreation activities, including through skills development; and
- to provide employment opportunities for people to support and/or assist in the provision of sport and active recreation activities and specifically for entry level positions for Aboriginal and Torres Strait Islander people for positions available more broadly in the sport and active recreation industry.

Item B YOUR ACTIVITY INFORMATION (see also Clause 2 of the Terms & Conditions)

B.1 Organisation Name: ROB DE CASTELLA'S SMARTSTART FOR KIDS LIMITED

B.2 ABN: 62 106 504 492

B.3 Activity Name: The Deadly Fun Run Series and National Deadly Championships

Activity Details:

This Schedule must be read and interpreted in conjunction with the "Terms and Conditions - Standard Funding Agreement: For Agreements entered into from 11 May 2011". The Schedule and the Terms and Conditions should not be read separately from each other.

The Deadly Fun Run Series will increase fitness in Indigenous communities through the provision of several fun run events. The Series will include all age groups, genders and abilities while promoting whole of community involvement, ownership and delivery at each event.

The Deadly Fun Run Series will be organised on a monthly basis from February to June each year. The series will encompass 4 fun runs held in each community.

- In 2012-13,
- In 2013-14,
- In 2014-15,

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Points will be awarded to place getters, and at the end of the series community champions will be named for male and female, junior and senior.

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A selected number of participants will represent their communities at the Deadly Fun Run Series Championships.

Activity Period

Start Date: 1/07/2012

End Date: 30/06/2015


Activity Performance Indicators:

The performance indicators are listed in Annexure B.

Additional Activity Details:

Additional Activity details are listed in Annexure E.

| | |
|---------------|--|
| Item C | FUNDING AND PAYMENT (see also Clause 6 of the Terms & Conditions) |
|---------------|--|

| | 2012/13 | 2013/14 | 2014/15 |
|---------------------------------|---|---------------------|---------------------|
| C.1 Amount Payable: | \$177,000.00 | \$181,425.00 | \$185,961.00 |
| GST (if applicable): | \$17,700.00 | \$18,142.50 | \$18,596.10 |
| Total: | \$194,700.00 | \$199,567.50 | \$204,557.10 |
| C.2 Your Account Details | You must notify us in writing of any changes to these account details | | |
| Institution: |  | | |
| Branch: | | | |
| BSB Number: | | | |
| Account Name: | | | |
| Account Number: | | | |

| | |
|---------------|-------------------------------------|
| Item D | BUDGET (refer to Annexure C) |
|---------------|-------------------------------------|

If a Budget has been specified in Annexure C then you must only spend the Funds in accordance with this Budget.

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| Item E | REPORTS (see also Clause 5 of the Terms & Conditions) |
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Note Your reports must contain all the information specified below;
All reports must be in English and in a form acceptable to us; and
All reports must be provided within the timelines set out in Item F.

E.1 Performance Reports:

You must provide an Activity Performance Report for the Activity by the date specified in Item F of the Schedule.

Your Activity Performance Report must include:

(a) information relating to the progress and achievement of the Activity against the performance indicators listed in Annexure B, giving reasons for any inability to achieve expected progress or meet the performance indicators; and

(b) a statement that the Activity has been completed or, if not, then the reasons for non-completion.

E.2 Activity Work Plan:

Not Applicable

E.3 Annual Reports:

Not Applicable

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E.4 Financial Reports:**E.4.1 Financial Report:**

You must provide us with a financial report by the date specified in Item F, or as otherwise agreed in writing by us.

A financial report must report income and expenditure relating to the Funding provided under this Agreement. The report must show expenditure in accordance with the approved Budget (where applicable) or, where there is no approved Budget, shows to our satisfaction major items/areas of expense. Where a template is specified in Item F of the schedule, please use the template for your report.

E.4.2 Acquittance Documentation

You must, by the date specified in Item F, provide us with an Independently Audited Financial Acquittal Report prepared in accordance with clause 10 of the Terms and Conditions.

E.5 Other Reports:

Not Applicable

Item F MILESTONES / REPORTING REQUIREMENTS / PAYMENT SCHEDULE

The following table combines all of your reporting requirements. If you comply with the terms of this Agreement, we will make payments to you on the first available Business Day on or after the due date as set out below or, where no date is specified, then by mutual agreement as and when required.

| Milestones and Reports | | Information to be included | Report / Document Template to be used | Due Date | Payment Amount (GST excl.) |
|------------------------|----------------------------|-----------------------------|--|------------|----------------------------|
| F.1 | Funding Agreement Executed | Agreement Signing | | 15/08/2012 | \$88,500.00 |
| F.2 | Financial Report | As specified in Item E.4.1. | To be provided by the Department of Regional Australia, Local Government, Arts and Sport | 11/02/2013 | |
| F.3 | Performance Report | As specified in Item E.1. | To be provided by the Department of Regional Australia, Local Government, Arts and Sport | 11/02/2013 | |
| F.4 | Payment | Payment 2 | | 15/02/2013 | \$88,500.00 |
| F.5 | Financial Report | As specified in Item E.4.1. | To be provided by the Department of Regional Australia, Local Government, Arts and Sport | 11/08/2013 | |
| F.6 | Performance Report | As specified in Item E.1. | To be provided by the Department of Regional Australia, Local Government, Arts and Sport | 11/08/2013 | |
| F.7 | Payment | Payment 3 | | 14/08/2013 | \$90,713.00 |

| | | | | | |
|------|---|-----------------------------|---|------------|-------------|
| F.8 | Financial Acquittal Report (Audited) | As specified in Item E.4.2. | | 31/10/2013 | Document 1 |
| F.9 | Financial Report | As specified in Item E.4.1. | To be provided by the Department of Regional Australia, Local Government, Arts and Sport | 11/02/2014 | |
| F.10 | Performance Report | As specified in Item E.1. | To be provided by the Department of Regional Australia, Local Government, Arts and Sport | 11/02/2014 | |
| F.11 | Payment | Payment 4 | | 13/02/2014 | \$90,712.00 |
| F.12 | Financial Report | As specified in Item E.4.1. | To be provided by the Department of Regional Australia, Local Government, Arts and Sport | 11/08/2014 | |
| F.13 | Performance Report | As specified in Item E.1. | To be provided by the Department of Regional Australia, Local Government, Arts and Sport | 11/08/2014 | |
| F.14 | Payment | Payment 5 | | 14/08/2014 | \$92,981.00 |
| F.15 | Financial Acquittal Report (Audited) | As specified in Item E.4.2. | | 31/10/2014 | |
| F.16 | Financial Report | As specified in Item E.4.1. | To be provided by the Department of Regional Australia, Local Government, Arts and Sport | 11/02/2015 | |
| F.17 | Performance Report | As specified in Item E.1. | To be provided by the Department of Regional Australia, Local Government, Arts and Sport | 11/02/2015 | |
| F.18 | Payment | Payment Final | | 12/02/2015 | \$92,980.00 |
| F.19 | Financial Report | As specified in Item E.4.1. | To be provided by the Department of Regional Australia, Local Government, Arts and Sport | 11/08/2015 | |
| F.20 | Performance Report | As specified in Item E.1. | To be provided by the Department of Regional Australia, Local Government, Arts and Sport | 11/08/2015 | |
| F.21 | Financial Acquittal Report (Audited) | As specified in Item E.4.2. | | 31/10/2015 | |

Item G INSURANCE REQUIREMENTS (see also Clause 21 of the Terms & Conditions)

You must have the following additional Activity specific insurance/s:

You must, for as long as any obligations remain in connection with this Agreement, have insurance as follows:

- a. workers compensation insurance as required by law; and
- b. public liability insurance to not less than the value of \$1,000,000 per claim, or occurrence giving rise to a claim, in respect to the Activity.
- c. professional indemnity insurance to not less than the value of \$1,000,000.

You must insure any Assets acquired under this Agreement or any other Funding (including a grant) made by us, ATSSIS or its predecessors with a purchase or construction cost of over \$10,000 or more GST inclusive. The insurance must be for the replacement value of the Asset noting our interest, if any, in the Asset.

The above insurance requirements survive the expiration or earlier termination of the term of this Agreement.

In relation to clause 21 of the 'terms and conditions standard funding agreement' and item G of the schedule we require your Organisation to have certain insurances. Please provide your certificates of currency for those insurances to the Office for Sport within thirty (30) days of the receipt of your first payment.

Item H ASSETS (see also Clause 13 of the Terms & Conditions)

List of Assets that may be acquired with the funding:

None specified

Item I SUBCONTRACTORS (see also Clause 28 of the Terms & Conditions)

The following subcontractors are required to undertake the Activity as indicated:

None Specified

Item J SPECIFIED PERSONNEL (see also Clause 29 of the Terms & Conditions)

The following Specified Personnel are required to undertake the Activity as indicated:

None Specified

Item K CONFIDENTIAL INFORMATION (see also Clause 17 of the Terms & Conditions)

Our Confidential Information

None Specified

Your Confidential Information

None Specified

Item L NOTICES (see also Clause 38 of the Terms & Conditions)**Our contact details and address for notices****s22(1)**

Postal Address: PO Box 803, CANBERRA , ACT 2601

Street Address: Level 1, Garema Court, 140-180 City Walk CANBERRA, ACT 2601

Email:

Phone:

s22(1)**Your contact details and address for notices****s 47F(1)**

Address : PO Box 6127, MAWSON, ACT 2607

Email : **s 47F(1)**@smatstart.com.au

Phone : 02 6260 5750

Fax : **s 47F(1)****Item M VULNERABLE PERSONS, POLICE CHECKS AND CRIMINAL RECORDS (see also Clause 19 of the Terms & Conditions)**

Applies in full

SUPPLEMENTARY CONDITIONS

- 1 Acknowledgment and Publicity
 - 1.1 You must acknowledge our financial and other support you have received from the Australian Government in the following manner:
"This Activity is supported by the Australian Government through the Indigenous Sport and Active Recreation Program through the Office for Sport."
- 2 Budget (This condition of the ISARP Specific Conditions replaces Item D of the Schedule)
 - 2.1 Subject to ISARP Special Condition 2.2, you must only spend the Funding in accordance with the budget in Annexure C.
 - 2.2 Within the overall budget stipulated in the Schedule, you may vary the Funding to meet your needs in carrying out the Activity as follows:
 - (a) Without written approval from us you may reallocate expenditure between the budget line items set out in Annexure C by amounts totalling an aggregate up to ten percent (10%) of total Funding;
 - (b) Once the aggregate of the changes to individual budget line items exceeds ten percent (10%) of the total Funding, our written approval must be obtained before any further changes can be made.
- 3 Assets (This condition of the ISARP Specific Conditions replaces clause 13 of the Australian Government Terms and Conditions - Standard Funding Agreement).
 - 3.1 Apart from those detailed in the Schedule you must not use the funding to acquire or create any Asset, without our written approval. Approval may be given subject to any conditions we impose, which conditions may relate to the full market value of the Asset.
 - 3.2 You own any Asset acquired by you with the Funding unless:
 - (a) the Asset is listed in the Schedule as being owned by us or a third party, or the Parties subsequently agree that the Asset is owned by us or a third party; or
 - (b) we direct you to transfer all or any of the Assets under condition 3.10 of the ISARP Specific Conditions.
 - 3.3 If we or a third party own the Asset conditions 3.7, 3.10 and 3.11 of the ISARP Specific Conditions do not apply. If you lease the Asset then you must ensure that the terms of the lease are consistent with this condition 3 of the ISARP Specific Conditions except for conditions 3.7, 3.8, 3.10 and 3.11 of the ISARP Specific Conditions.
 - 3.4 During the term of the Agreement you must use any Asset in accordance with this Agreement and for the purposes of the Activity.
 - 3.5 You may only use any Asset acquired with funding provided by the Australian Government according to the terms and arrangements under which you received that funding.
 - 3.6 You must:
 - (a) not dispose of, transfer, lease, license, encumber, part with possession of, or otherwise

deal in any way with an Asset or any part of it without having first obtained our written consent, which may be provided subject to any conditions specified in our consent notice (including conditions that relate to the full current value of the Asset);

(b) secure and safeguard all Assets against loss, theft, damage or unauthorised use;

(c) maintain all Assets in good working order;

(d) maintain all insurances to their full replacement value, noting our interest if applicable, and provide satisfactory evidence of this upon request from us;

(e) if required by law, maintain registration and licensing of all Assets;

(f) be fully responsible for, and bear all risks relating to, the use or disposal of all Assets;

(g) maintain an asset register which lists all Assets and provide a copy of this register upon request by us.

3.7 Where an Asset has been disposed of for consideration with or without our consent, the written down value of the asset must be paid to us or dealt with in accordance with our written directions, which may be issued at any time.

3.8 Any Assets lost, damaged or destroyed are to be reinstated or replaced by you and condition 3 of the ISARP Specific Conditions continues to apply to such Assets.

3.9 All proceeds of insurance are deemed to form part of the funding and you will notify us of amounts and related Assets should you receive any such payments.

3.10 At our sole discretion and directed to you in writing, we may require you to deal with any Asset upon completion of the Activity or earlier termination. Where any of the following applies:

(a) you are in breach of this Agreement;

(b) we cease to provide Funding to you for any reason;

(c) you cease to deliver the Activity;

(d) you have ceased to use an Asset to deliver the Activity, or we are of the opinion that an Asset is no longer suitable to be used for the Activity or the purpose for which it was approved under this Agreement;

(e) following the end of the term of the Agreement or earlier termination of this Agreement;

(f) if any of the matters in clause 23.1(a) - (g) of the Australian Government Terms and Conditions - Standard Funding Agreement occurs we may, in our sole discretion, give you a written direction to:

(i) transfer the Asset to us or our nominee;

(ii) repay to us some or all of the Funding that was used to acquire, maintain, repair or which has otherwise contributed to the Asset; and/or

(iii) sell the Asset to a bona fide purchaser for market value, subject to any conditions we specify in the direction.

3.11 If you fail to repay any moneys properly claimed under clause 3.10, you must pay interest on the amount claimed from the date it was due for the period it remains unpaid and the amount claimed and interest owed under this clause will be recoverable by us as a debt due

to us by you. Interest will be calculated at the rate specified in clause 11.2 of the Australian Government Terms and Conditions - Standard Funding Agreement. Document 1 65

- 3.12 Our approvals under conditions 3.1 and or 3.6 of the ISARP Specific Conditions will not be unreasonably withheld. A decision as to whether an approval will be provided will be made within a reasonable time of the request.
- 3.13 Paragraph 3.6(a) of the ISARP Specific Conditions and conditions 3.7 and 3.11 of the ISARP Specific Conditions do not apply to Assets which are trading stock of a commercial activity.
- 3.14 You must provide us with security over any Asset, in whatever form we require, and pay all stamp duties and reasonable legal costs of, and incidental to, such security upon our request.
- 3.15 The operation of this condition 3 of the ISARP Specific Conditions survives the expiration or earlier termination of the term of this Agreement.

4 Delay

- 4.1 You must take all reasonable steps to minimise delay in completion of the Activity.
- 4.2 If you become aware that you will be delayed in progressing or completing the Activity you must immediately notify us in writing of the cause and nature of the delay. You are to detail in the notice the steps you will take to contain the delay.
- 4.3 On receipt of a notice of delay, we may at our sole discretion:
 - (a) notify you in writing of a period of extension to complete the Activity and vary this Agreement accordingly;
 - (b) notify you in writing of reduction in the scope of the Activity and any adjustment to the Funds for you to complete the reduced Activity and vary this Agreement accordingly; or
 - (c) terminate this Agreement under clause 23 of the Australian Government Terms and Conditions - Standard Funding Agreement or take such other steps as are available under this Agreement.
- 4.4 Unless we take action under condition 4.3 of the ISARP Specific Conditions, you are required to comply with the time frame for progressing and completing the Activity.

5 Corporate Governance

- 5.1 You must provide a copy of your Constitution to us upon request.
- 5.2 You must inform us immediately whenever there is a change in your Constitution, structure, management or operations which could reasonably be expected to affect your eligibility for the Funding or have an adverse effect on your ability to comply with your obligations under this Funding Agreement.
- 5.3 You must not employ, engage or elect any person who would have a role in your management or financial administration if:
 - (a) the person is an undischarged bankrupt;
 - (b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;

- (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
- (d) within the last five years the person:
- (i) has been convicted of an offence or offences against a Commonwealth, State or Territory law involving dishonesty;
 - (ii) has been released from prison after having been imprisoned for the offence or offences involving dishonesty; or
 - (iii) is or was a Director or occupied an influential position in the management or financial administration of an organisation that had failed to comply with funding (including grant) requirements of the Australian Government, ATSIS or its predecessors; or
- (e) the person is otherwise prohibited from being a member or Director or employee or responsible officer of your organisation under the relevant Local Government Act or any other legislation.
- 5.4 Where a person falls or is discovered as falling within any of paragraphs 5.3(a) to (e) of the ISARP Specific Conditions while employed or engaged by you, or after being elected as an officer of yours, you will be in breach of condition 5.3 of the ISARP Specific Conditions if you do not:
- (a) transfer the person to a position which does not have a role in your management or financial administration; or
 - (b) terminate the employment or engagement of the person or remove the person from office, as the case may be.
- 5.5 If you advise us that you consider such termination action would be unlawful, unfair or otherwise contravene the Fair Work Act 2009, we will take our view into account in deciding what action to take as a result of the breach.
- 5.6 If you are registered under the Corporations Act 2001 and:
- (a) you apply to come under;
 - (b) you receive a notice requiring you to show cause why you should not come under;
 - (c) you receive a notice or an application from any other person for you to come under;
 - (d) an order has been made for the purpose of placing you under; or
 - (e) you have otherwise come under, one of the forms of external administration referred to in Chapter 5 of the Corporations Act 2001, you must inform us in writing within five Business Days of the date of the making or receipt of such a notice or application or the making of such an order.
- 5.7 If you are registered under the Corporations (Aboriginal and Torres Strait Islander) Act 2006, and:
- (a) you apply to come under;
 - (b) you receive a notice requiring you to show cause why you should not come under;
 - (c) you receive a notice or an application from any other person for you to come under;
 - (d) an order has been made for the purpose of placing you under; or
 - (e) you have otherwise come under,

one of the forms of external administration referred to in Chapter 11 of the Corporations (Aboriginal and Torres Strait Islander) Act 2006, you must inform us in writing within five Business Days of the date of the making or receipt of such a notice or application or the making of such an order. 63

6 Subcontractors

- 6.1 We may, by written notice, revoke our approval to subcontract, at any time, on any reasonable ground.
- 6.2 Our written notice may direct that you must, as soon as practicable (or as we may direct in the notice):
- (a) cease using that or any subcontractor to perform any of your obligations; or
 - (b) replace the subcontractor.

7 Funding Controller

- 7.1 If, in our opinion, you are unable to perform the Activity, complete the Activity within the term of the Agreement, satisfactorily manage the Funding or are in breach of your obligations under this Agreement, we may, at our sole discretion, without prejudice to any other right of action:
- (a) vary the Funding;
 - (b) vary the budget set out in Annexure C;
 - (c) vary the objectives set out in the Schedule;
 - (d) vary the periodic financial Reporting requirements;
 - (e) vary the Activity performance Reporting requirements;
 - (f) take any of the steps described in condition 4.3 of the ISARP Specific Conditions or subclause 8.1 of the Australian Government Terms and Conditions - Standard Funding Agreement; or
 - (g) appoint a Funding Controller.
- 7.2 The functions and term of appointment of any Funding Controller will be determined by us in our absolute discretion.
- 7.3 We may seek to recover from you our costs and fees associated with the appointment of and provision of services by any Funding Controller to you.

8 Procurement for Activity

- 8.1 You agree that in the awarding of contracts to supply goods or services for the Activity you will ensure that the contract specifications do not bias or predetermine the outcome, by placing unreasonable restrictions or qualifications on the prospective tenders.
- 8.2 You agree that where the budget in the Schedule covers the acquisition of land, assets or services, you will be able to demonstrate that you have obtained value for money in relation to those purchases.
- 8.3 We will release Funding for the acquisition of the Asset or service over \$10,000 GST inclusive only when you have provided a written statement to our satisfaction detailing:

(a) how you will be obtaining value for money for the provision of assets or services; and ⁶²

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(b) any relationship or interest (whether direct or indirect) you have with the preferred supplier or subcontractor.

9 Withholding Payment (This condition is in addition to Clause 8 of the 2009-2012 Terms and Conditions - Standard Funding Agreement.

9.1 The Department will consider not releasing funds to a funding recipient if the recipient is in breach of any of their obligations under a Funding Agreement with the Australian Government.

11 Carnivals/Competitions

11.1 You must, if you are receiving Funding for a carnival or competition, and in compliance with the ISARP Information and Guidelines, sport and physical recreation carnivals/competitions requirements, submit to us a risk assessment for the carnival or competition within 20 Business Days of signing this Agreement.

11.2 The risk assessment must focus on the security and safety aspects of the carnival/competition and provide evidence that all relevant government agencies (including the police and local council) have been consulted and support the proposed carnival/competition. A letter/s of support from the relevant authorities is sufficient evidence.

11.3 You must, in compliance with the ISARP Information and Guidelines, sport and active recreation carnivals/competitions requirements, submit to us the following information within 20 Business Days of signing this Agreement:

- " an estimate of the number of participants;
- " whether participants will be required to pay an entry fee and how much that fee will be;
- " an estimate of the expected financial return of the carnival/competition;
- " a full budget for the whole event (not just the Office for Sport funded component); and

11.4 No Funds will be released to you under this Agreement unless you comply with conditions 11.1 to 11.3 of the ISARP Supplementary Conditions above. Failure to comply would be a breach of this Agreement which could result in termination of this Agreement by us under clause 23 of the Australian Government Terms and Conditions - Standard Funding Agreement.

12 Recruitment

Where Funds are provided for the full or partial payment of salaries of staff for new or vacant positions (and in particular key management positions) of yours, you must comply with the following procedures:

EITHER

12.1 Follow the steps outlined below:

- (a) You must prepare an accurate duty statement and selection criteria statement prior to the position being advertised and make these statements available to all applicants. You must advise all applicants (whether in the selection criteria or elsewhere) that the selection process will also entail applicants satisfying employment, financial and a relevant State/Territory Police criminal record checks.
- (b) You must advertise the position in at least one appropriate and recognised local or regional newspaper and provide us with a copy of the advertisement.
- (c) You must set up a selection panel consisting of at least three people to conduct interviews of suitable applicants and to select the most suitable applicant to fill the position, having regard to:
 - (i) the selection criteria;
 - (ii) equal employment opportunity principles; and

(iii) the results of financial and employment checks being carried out on the applicant and the Police Check on the applicant under clause 19 of the Australian Government Terms and Conditions ⁶¹ ~~Donner~~ Standard Funding Agreement.

(d) You must ensure that the selection panel does not consist of anyone who has a potential, or the appearance of, or an actual, conflict of interest. A conflict of interest will arise when a person's interest in a thing or matter is in opposition to the person's duty to act honestly, fairly and professionally.

(e) If, following the selection process detailed above, you proceed to fill the position, you must formalise the contract of employment in writing. You must ensure that any such contract provides for a reasonable probation period and complies with all relevant legislation. Where the employee's contract period exceeds the period of the Funding you acknowledge that we may not approve further funding.

(f) You must obtain our prior approval if you intend to use a process other than that outlined at paragraphs 12.1 (a) to (e) of the ISARP Specific Conditions above.

NOTE

We reserve the right not to release funds for the salaries of employees who cannot demonstrate the necessary expertise and management ability to fulfil the obligations of the position we fund.
OR

12.2 Contract a suitable employment agency to go through the process of electing the relevant staff on your behalf. The process followed by the agency should be similar to the one outlined above.

16 Separate Bank Account

16.1 You must ensure that Funds are held in an account under your sole control and in your name maintained with an established financial institution such as a bank, building society, or credit union, operating in Australia.

16.2 In relation to Funds provided for the Activity, you must ensure the account referred to in condition 16.1 of the ISARP Specific Conditions is:

(a) established solely for the purposes of accounting for, and administering, any Funding provided by us to you under this Agreement; and

(b) separate from your other operational accounts;

(c) the account is not to contain any monies other than the Funds and interest earned on the Funds.

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PERFORMANCE INDICATORS

| Performance Indicator | Planned Target |
|--|----------------|
| The number of Indigenous people involved with the management of the activity | 50 |
| The number of Indigenous people who successfully completed accredited training in coaching/ officiating (e.g. referee certificate) | 20 |
| The number of participants in the funded activity | 1250 |
| The number of participants with a disability | 60 |
| The number of times the activity was held | 181 |
| The percentage of participants in the activity who are Indigenous | 80 |
| The percentage of participants who are male | 47 |
| The percentage of participants who are over 18 | 21 |

Activity: The Deadly Fun Run Series and National Deadly Championships
Approved Budget

As at: 6/08/2012

| <u>INCOME</u> | <u>2012/13</u> | <u>2013/14</u> | <u>2014/15</u> | <u>Total</u> |
|---------------------|---------------------|---------------------|---------------------|---------------------|
| Operational | \$177,000.00 | \$181,425.00 | \$185,961.00 | \$544,386.00 |
| GST | \$17,700.00 | \$18,142.50 | \$18,596.10 | \$54,438.60 |
| INCOME TOTAL | \$194,700.00 | \$199,567.50 | \$204,557.10 | \$598,824.60 |

EXPENDITURE

| | | | | |
|----------------------------|---------------------|---------------------|---------------------|---------------------|
| Operational | | | | |
| Salaries | | | | |
| All Salaries and oncosts | \$76,000.00 | \$76,875.00 | \$78,797.00 | \$230,672.00 |
| Management | \$13,000.00 | \$13,325.00 | \$13,658.00 | \$39,983.00 |
| Motor Vehicles | | | | |
| Fuel&Oil | \$1,000.00 | \$1,025.00 | \$1,050.00 | \$3,075.00 |
| Vehicle Expenses | \$3,000.00 | \$3,075.00 | \$3,152.00 | \$9,227.00 |
| Services | | | | |
| Audit Fees | \$1,000.00 | \$1,025.00 | \$1,051.00 | \$3,076.00 |
| Insurance-Public Liability | \$3,000.00 | \$3,075.00 | \$3,152.00 | \$9,227.00 |
| Supplies | | | | |
| Office Supplies | \$2,000.00 | \$2,050.00 | \$2,101.00 | \$6,151.00 |
| Travel | | | | |
| Fares for DFRS | \$44,000.00 | \$45,100.00 | \$46,228.00 | \$135,328.00 |
| Program Specific | | | | |
| DFRS Expenses | \$25,000.00 | \$25,625.00 | \$26,266.00 | \$76,891.00 |
| Sports Equipment | \$10,000.00 | \$10,250.00 | \$10,506.00 | \$30,756.00 |
| Operational sub-Total | \$177,000.00 | \$181,425.00 | \$185,961.00 | \$544,386.00 |
| GST | \$17,700.00 | \$18,142.50 | \$18,596.10 | \$54,438.60 |
| EXPENDITURE TOTAL | \$194,700.00 | \$199,567.50 | \$204,557.10 | \$598,824.60 |

ADDITIONAL INFORMATION

Locational information and attributed grant funding amounts provided by you may be published on a Commonwealth web site.

Service Areas:

You have advised that the activity will service the Service Area(s) specified below. Any change to the Service Area information must be advised to us in writing within 30 Business Days and if this information formed part of a selection/agreement process, any such changes must be agreed by us.

| | Type | Service Area |
|----|-----------------------|--------------|
| 1 | Community Beneficiary | s47G |
| 2 | Community Beneficiary | |
| 3 | Community Beneficiary | |
| 4 | Community Beneficiary | |
| 5 | Community Beneficiary | |
| 6 | Community Beneficiary | |
| 7 | Community Beneficiary | |
| 8 | Community Beneficiary | |
| 9 | Community Beneficiary | |
| 10 | Community Beneficiary | |
| 11 | Community Beneficiary | |
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Executed by the Parties

Signed for and on behalf of the Commonwealth of Australia by the relevant Departmental Delegate, represented by and acting through the **Department of Regional Australia, Local Government, Arts and Sport** ABN 37 862 725 624 in the presence of:

s22(1)

(Signature of Departmental/Agency Representative)

(Signature of Witness)

s22(1)

(Name of Departmental/Agency Representative)

(Name of Witness in full)

23 August 2012

(Date)

Signed by **ROB DE CASTELLA'S SMARTSTART FOR KIDS LIMITED** ABN 62 106 504 492 by affixing its common seal in accordance with its rules in the presence of:

s47F

s47F

(Signature of Public Officer)

(Signature of committee member/secretary)

s47F

s47F

(Name of Public Officer)

(Name of committee member/secretary)

16th August 2012

(Date)



Australian Government

Department of Regional Australia, Local Government, Arts and Sport
National Office

Standard Funding Agreement

ROB DE CASTELLA'S SMARTSTART FOR KIDS LIMITED
PO Box 6127
MAWSON ACT 2607

Dear Sir/Madam,

I am pleased to advise you that the following funding has been approved for your organisation to undertake the following Activity(ies) under the following Program(s).

| Activity Name | Program Name | Amount of Funding * |
|---|--|---------------------|
| The Deadly Fun Run Series and National Deadly Championships | Indigenous Sport and Active Recreation Program | \$544,386.00 |

* Exclusive of GST (if applicable)

This Funding Agreement may include funding to be provided for one or more Activities under one or more Programs. A separate Schedule is provided for each Activity. Other Schedules for Activities under other Programs may also be added to this Funding Agreement by means of a variation, prior to the Funding Agreement Completion Date.

Provision of this Funding is subject to all Parties signing the Funding Agreement and your compliance with it.

The Schedule(s), Supplementary Conditions, the attached booklet entitled "Terms and Conditions - Standard Funding Agreement: For Agreements entered into from 11 May 2011" and any documents incorporated by reference into this document or the Schedule(s) form the Funding Agreement relating to the Funding and it can only be varied by written agreement between you and us.

The Funding will be paid to you as set out in the Schedule(s).

This offer of funding does not imply any commitment to further funding.

You are provided with two originals of the Funding Agreement, both of which must be signed. The signature block is at the end of this Letter.

Once you have signed the Funding Agreements, you must return them to us at the address shown in the footer of this letter within **30 Business Days** of the date of this letter otherwise this offer will lapse. We may notify you in writing beforehand that we agree to extend the time in which you are to respond.

When we receive the signed Funding Agreements, we will sign and date them and return one Funding Agreement to you for your organisation's records.

The Funding Agreement starts on the Commencement Date and ends on the Completion Date, those

ROB DE CASTELLA'S SMARTSTART FOR KIDS LIMITED

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dates being defined in the Terms and Conditions of the Funding Agreement.

If you believe that you will have difficulties complying with any part of the Funding Agreement, then you will need to resolve these before signing this Funding Agreement. If you are uncertain about any aspects of this Funding Agreement you should seek independent legal advice before execution.

Yours sincerely

s22(1)

Assistant Manager
06 August 2012



Australian Government
Department of the Prime Minister and Cabinet

VARIATION OF FUNDING AGREEMENT

Between

**the Commonwealth of Australia as represented by the Department of the
Prime Minister and Cabinet (ABN 18 108 001 191)**

AND

Rob De Castella's SmartStart for Kids Limited (ABN 62 106 504 492)

DEED OF VARIATION

Date

This Deed is made on the date this Variation is signed by both parties.

Parties

This Deed is made between and binds the following parties:

Commonwealth of Australia as represented by the Department of the Prime Minister and Cabinet ABN 18 108 001 191 ('**the Commonwealth**')

AND

Rob De Castella's SmartStart for Kids Ltd ABN 62 106 504 492 ('**the Organisation**')

Context

This Deed is made in the following context:

- A. The Parties have a Funding Agreement for the Indigenous Sport and Active Recreation Program – The Deadly Fun Run Series and National Deadly Championships (Activity 75632) dated 23 August 2012 ('**the Agreement**').
- B. The Parties now wish to amend the Agreement in the manner specified in this Deed.
- C. The Agreement requires that a variation be in writing and signed by both Parties.

Operative provisions

1. Interpretation

- 1.1 Unless the contrary intention appears, words used in this Deed have the same meaning as in the Agreement.

2. Commencement

- 2.1 This Deed commences on the date the last Party to sign this Deed does so ('the Effective Date').

3. Variation of the Agreement

- 3.1 On and from the Effective Date, the Agreement is varied as follows:
- (a) In Schedule 1 under Schedule Completion Date, delete '30/11/2015' and replace with '31 December 2016'.
 - (b) In Schedule 1 Item B.3 (Activity Period), under End Date, delete '30/06/2015' and replace with '30 June 2016'.
 - (c) In Schedule 1 Item F (Milestones / Reporting Requirements / Payment Schedule), insert the following row at the end of the existing table:

| | | | | | |
|------|----------------------------------|-------------------------------------|---|------------|--|
| F.22 | Financial Acquittal Report | As specified in Item E.4.2 | To be provided by the Department of the Prime Minister and Cabinet | 31/10/2016 | |
|------|----------------------------------|-------------------------------------|---|------------|--|

- (d) In Schedule 1 Item L (Notices), delete text under heading Our contact details and address for notices and replace with the following:

s22(1)

Programme Officer

Postal Address: PO Box 6500, Canberra ACT 2601

Street Address: Level 2, Lovett Tower, 13 Keltie Street, Woden ACT 2601

Email:

s22(1)

Phone

- (e) In Schedule 1 Item L (Notices), delete text under heading Your contact details and address for notices and replace with the following:

'Ms s 47F(1) Manager

Postal Address: PO Box 6127 Mawson 2607

Street Address: Level 1, 50-52 Colbee Court, Phillip ACT 2602

Email: s 47F(1)@imp.org.au

Phone: s 47F(1)

- (f) In Schedule 1 Annexure C, insert the following table after the existing Approved Budget table:

| 2015-16 Approved Budget | Amount (excl GST) | GST (if applicable) | Total (incl GST) |
|---|-------------------|---------------------|------------------|
| Income | | | |
| Carry forward from 2014-15 Activity 75632 | \$4,838 | \$483.80 | \$5,321.80 |
| Income Total | \$4,838 | \$483.80 | \$5,321.80 |
| | | | |
| Expenditure | | | |
| Sports equipment | \$4,838 | \$483.80 | \$5,321.80 |
| Expenditure Total | \$4,838 | \$483.80 | \$5,321.80 |

4. Amendments

- 4.1 The only variations are those set out in this Deed. In all other respects, the Agreement remains unamended.

5. Further Acts

- 5.1 Each Party must promptly execute all documents and do all things that the other Party from time to time reasonably requests to give effect to this Deed and all transactions incidental to it.

6. Costs

- 6.1 Each Party must pay its own costs in relation to finalising and executing this Deed and in relation to effecting any other document or thing required to give effect to this Deed.

7. Applicable law

- 7.1 This Deed is to be construed in accordance with, and governed by, the laws of the Australian Capital Territory.

EXECUTION PAGE**The Commonwealth**

| | |
|---|--------|
| Executed as a Deed SIGNED by for and on behalf of the Commonwealth of Australia as represented by the Department of the Prime Minister and Cabinet (ABN 18 108 001 191) by: | |
| Name (print): Position (print): Signature and date: | s22(1) |
| Witness name (print): Signature and date: | s22(1) |

The Organisation

| | |
|--|---|
| Executed as a Deed SIGNED for and on behalf of Rob De Castella's SmartStart for Kids Limited ABN 62 106 504 492 in accordance with its rules by: | |
| Name (print): Position (print): Signature and date: | s 47F(1) <i>Events and Education Coordinator</i> s 47F(1) 29.03.2016 |
| Witness name (print): Signature and date: | s 47F(1) s 47F(1) 29/03/2016 |