



Australian Government  
National Indigenous  
Australians Agency



NIAA

# Presentation to Ranger Groups

## Indigenous Rangers Program

### Expansion Round 1

NIAA – Corporate and Commercial Law Team

31 March 2024

*Working with Aboriginal and Torres Strait Islander peoples*

# Today's presentation

- Legal aspects of the Rangers Program funding.
- What documents are we talking about?
- What will we discuss today?
- Please ask questions!

# What is a grant?

A grant is an **arrangement** where the Commonwealth provides **financial assistance**:

- under which relevant money / other CRF money is paid to a grantee, and
- helps address the Government's policy outcomes while assisting the grantee **achieve its objectives**.

# About

The Indigenous Rangers Program funds the management of Country according to Traditional Owner objectives. Rangers use traditional knowledge, cultural practices, and Western science to manage land, river and sea Country and deliver environmental, cultural, social and economic development outcomes.

Through the Rangers Program, the Commonwealth acknowledges and supports First Nations peoples' unique, critical and continuing role to manage and protect natural and cultural heritage.

The government expanded the Rangers Program via a grant opportunity.

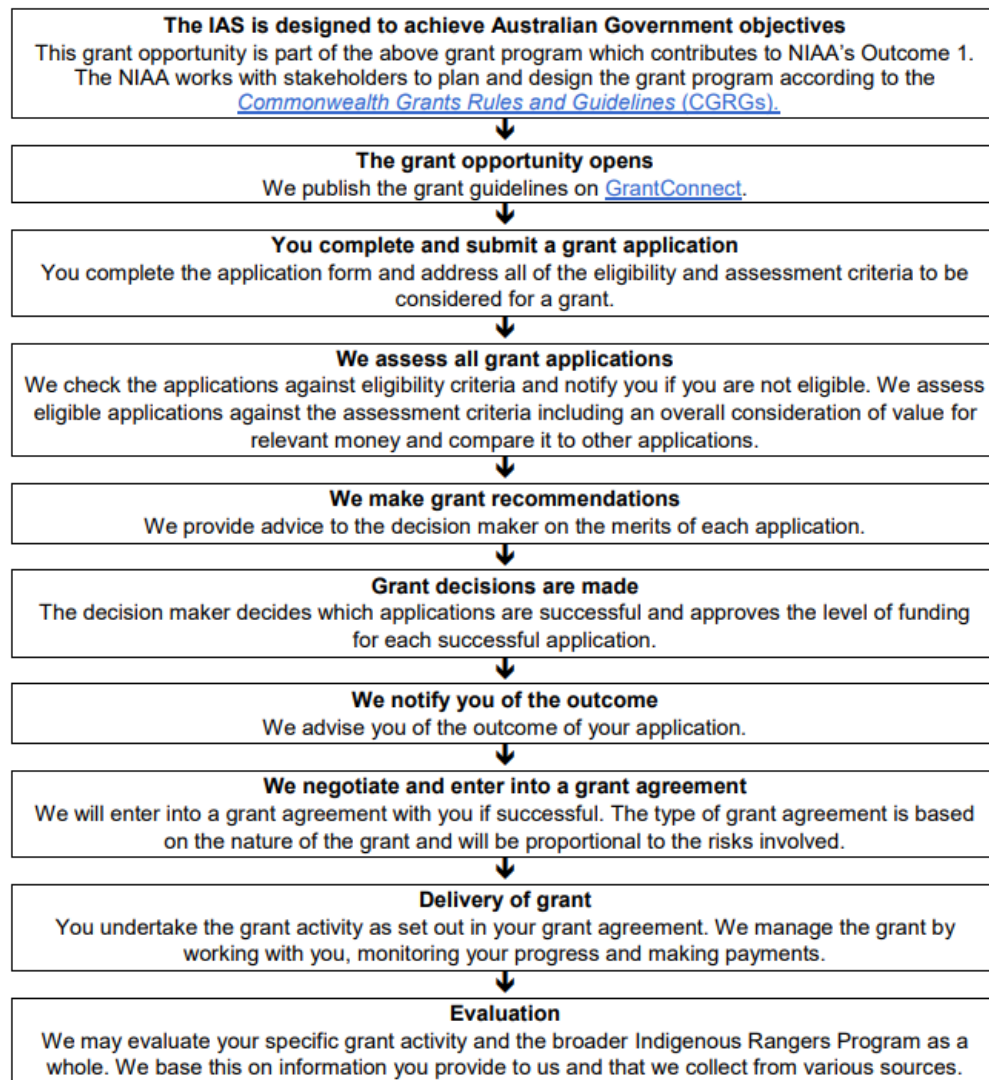
Funded groups deliver on Country activities including:

- engaging with community and Traditional Owners to plan land and water management activities
- fire management - cultural burning and bushfire mitigation – biosecurity management
- biodiversity conservation - habitat and threatened species management, invasive species management, freshwater and sea Country management
- cultural heritage protection, maintenance, intergenerational knowledge language and culture transfer
- partnerships with research, education, philanthropic and commercial organisations

# What are the key documents and why?

- Grant Opportunity Guidelines
- Head Agreement (Deed)
- Project Schedule (Contract)
- Additional Conditions

## 1. IAS: Indigenous Rangers Program Expansion Round One – process



## 5.4 What the grant money cannot be used for

You cannot use the grant for the following:

- activities that do not clearly align to the identified outcomes or objectives of the IRP (see section 5.1).
- purposes that do not directly contribute to the outcomes of the activity, including but not limited to: payment of fines or loans, legal settlements, purchase of gifts, personal debts, or sitting fees
- costs incurred in the preparation of a grant application or related documentation (unless specifically agreed with the NIAA)
- activities for which other Commonwealth, state, territory or local government bodies have primary responsibility
- expenses for which other Commonwealth, state, territory or local government bodies have primary responsibility to provide the source of funding, unless otherwise specifically agreed with the NIAA
- costs which are prohibited – e.g. purchase of land, retrospective costs, preparation of the grant application, rent for staff residential accommodation, insurance excesses, or overseas travel without the express written permission of the NIAA.

# Head Agreement



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## HEAD AGREEMENT FOR INDIGENOUS GRANTS

between

the Commonwealth of Australia as represented by the National Indigenous Australians Agency  
(ABN 30 429 895 164)

AND

[A\_LegalName\_L52] (ABN [A\_OrgABN\_L3]) and ACN/ICN [xx]

Grant System Agreement number (System ID)	[Agreement ID]
Provider reference number (System ID)	[Agreement Org ID]

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**Background**

- A. The Commonwealth is committed to working more closely with Indigenous Australians on the key priorities of getting children to school, adults to work and making communities safer.
- B. The Provider is committed to achieving results in these priority areas, and will work with the Commonwealth and Indigenous communities to do this.

**How this Head Agreement and the Project Schedules work**

1. The purpose of this Head Agreement is to create a framework that governs the relationship between the Commonwealth and the Provider for all Indigenous Grants.
2. This **Head Agreement** sets out the general terms and conditions applying to all Projects and Grants.
3. A **Project Schedule** sets out specific terms and conditions that apply to particular Projects and Grants covered by it.
4. A Project Agreement is formed if the Commonwealth approves a Grant and executes a Project Schedule with the Provider. The Commonwealth does not guarantee that any Grants will be made to the Provider during the term of the Head Agreement.
5. Each **Project Agreement** is a separate contract between the Commonwealth and the Provider. The terms of a Project Agreement are those set out in:
  - a) the relevant Project Schedule;
  - b) this Head Agreement; and
  - c) any attachments to, or documents incorporated by reference into, any of those documents.
6. If there is any inconsistency between these documents, the document appearing higher in the list in clause 5 will take priority.
7. Each Project Agreement constitutes the parties' entire agreement relating to the Projects covered by that agreement and supersedes all previous oral or written communications, agreements and undertakings in relation to that Project.
8. Project Agreements may be entered into up until the Expiry Date of the Head Agreement. The Head Agreement remains in force until the end of all Project Agreements entered into before the Expiry Date.
9. The parties may mutually agree to extend a Project Agreement, by executing a contract variation under clause 139.
10. Headings to clauses do form part of a Project Agreement, however notes in italics are for information only and are not binding. Words in the singular include the plural, and vice versa.

## THE GRANT

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### Payment of Grant

11. The Commonwealth will pay a Grant in accordance with the relevant Project Agreement, subject to sufficient funds being available and the Provider complying with the Project Agreement.

### Using the Grant

12. The Provider is to use each Grant (including any interest earned on a Grant) only in accordance with the Project Agreement. A Grant must only be used for the Project for which it is provided, unless the Commonwealth otherwise agrees in writing to an alternative use.
13. The Provider must hold all unspent Grant money in an account in its name and which it controls. The account must be with a deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on business in Australia.
14. On request from the Commonwealth, the Provider will provide an authority to the authorised deposit-taking institution for the Commonwealth to obtain all details relating to any use of the account.
15. The Provider must manage its account and financial records so that all receipts and expenditure of each Grant are clearly identifiable and ascertainable at all times.

### Tax and Invoices

16. Subject to clauses 17 to 19, the Provider agrees to pay all taxes, duties and government charges levied in Australia or overseas in connection with this Head Agreement and any Project Agreements.
17. All dollar amounts and all other consideration for a supply made under a Project Agreement are inclusive of GST, unless stated otherwise.
18. The Provider must notify the Commonwealth if its ABN changes or it ceases to be registered for GST.
19. Invoices will be issued in accordance with the Project Schedule.

**Assets**

40. The Provider agrees to obtain prior written approval from the Commonwealth to use a Grant or any part of a Grant to purchase, lease or acquire an Asset. The approval may be conditional and may include requiring the Provider to provide the Commonwealth with security over the Asset at the Provider's own cost including, if any, additional conditions regarding the Assets set out in any Project Schedule. Any Assets specified in a Project Schedule are approved for the purpose of this clause (subject to any conditions also set out in the Project Schedule).

**Limits on employing certain persons**

- 68D. Unless the Commonwealth has provided its prior written consent, the Provider must not employ, engage or elect any person to a role in its management, or financial administration, or to conduct the Project, if:

**Withholding**

79. The Commonwealth may withhold some or all of a Grant payment if the Provider has not:

- (h) conducted the Project in accordance with the Project Agreement;
- (i) done everything the Provider was required to do to the Commonwealth's satisfaction;
- (a) been performing the Project to the Commonwealth's satisfaction; or
- (b) spent the Grant in accordance with the Project Agreement.

The Commonwealth will only pay the withheld amount once the reasons for withholding the payment are resolved to the Commonwealth's satisfaction.



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## PROJECT SCHEDULE – INDIGENOUS RANGERS GRANTS JOBS LAND AND ECONOMY PROGRAMME

Executed by

the Commonwealth of Australia as represented by the National Indigenous Australians Agency  
(ABN 30 429 895 164)

AND

**[insert Provider name]** (ABN [xx]; ACN [xx])

Grant System Agreement number (System ID)	<b>[Insert]</b>
Project Schedule reference number (System ID)	<b>[Insert]</b>
Provider reference number (System ID)	<b>[Org ID provided by grant management system]</b>

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# Key parts – Project Schedule

- Milestones
- Deliverables
- Payments – generally when a milestone is met – payment triggered
- Agreement Start Date and End Date
- Project Start Date and End Date
- Variations

# Head Agreements, Project Schedules, MOUs

IAS Head Agreement: clauses 1 – 10 set out the general architecture, structure and hierarchy of Project Agreements.

Head Agreement: general terms & conditions applying to all grants

Project Schedule: specific terms & conditions of a grant

Together: Project Agreement

Project Schedule takes priority over the Head Agreement, to the extent of any inconsistency

Head Agreement remains in force until the end of all Project Agreements entered into before the Expiry Date

# How can you change an agreement?

Obligations and entitlements under a Project Agreement can be varied or transferred from a provider to a third party.

The Head Agreement outlines how these can occur.

139. The Head Agreement and any Project Agreements **may only be varied in writing, signed by both parties.**

33A. The Provider must not subcontract any aspect of a Project, including any Material Subcontractor, without the Commonwealth's prior written approval. The approval may be subject to conditions. Any subcontracting arrangements specified in a Project Schedule are approved for the purpose of this clause (subject to any conditions also set out in the Project Schedule).

Other options:

- Assignments
- Novations
- But this requires due diligence – consider the need for new ORPs and ARAs

# Privacy 101: Personal Information and APPs

The NIAA must protect the privacy of personal information it holds in accordance with the Australian Privacy Principles under the *Privacy Act 1988* (Privacy Act).

- ***'Personal information'*** means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether it is true or in a recorded form.
- ***'Sensitive information'*** is a subset of personal information and includes information or an opinion about an individual.
- **Australian Privacy Principles** - Common APPs that come up in our everyday work:
  - APP 3 - 5    Collection of personal information
  - APP 6        Use or disclosure of personal information
  - APP 10       Quality of personal information
  - APP 11       Security of personal information



# Important resources

[Public Governance, Performance and Accountability Act](#)

[Public Governance, Performance and Accountability Rule](#)

[Australian Government Grants – Briefing, Reporting, Evaluating and Election Commitments \(RMG 412\)](#)

[NIAA Accountable Authority Instructions](#)

[PGPA Act Flipchart](#)

[IAS Head Agreement](#)

[Federal Register of Legislation - Commonwealth Grants Rules and Principles 2024](#)