

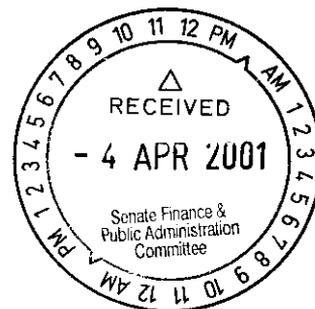
Senate Finance and Public Administration Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Prime Minister and Cabinet Portfolio

Department of the Prime Minister and Cabinet

Additional Budget Estimates 2000-2001, 19-23 February 2001



Question: PM28

Outcome 1, Output 2.2

Topic: Project funding

Hansard Page/Written Question on Notice: F&PA 71

Senator Crowley asked: Three organisations that received funding; criteria against which they were selected

Answer: The selection criteria for National Secretariats is as follows. [A copy of the full Request for Tender brief, sent to all applicants, is attached]

Tender proposals will be assessed on the following selection criteria:

1. Tenderer is a national women's NGO (as defined in Section 4 of the brief)
2. Demonstrated knowledge and understanding of the structural, societal and familial issues which impact on women and demonstrated understanding of specific issues for different groups of women, including disadvantaged women;
3. Quality and depth of the tenderer's proposal relevant to the requirements outlined in this Request for Tender;
4. Value for money in outcomes to be achieved under the proposal;
5. Demonstrated evidence of a broadly based membership;
6. Demonstrated capacity to represent a range of women (rather than only the organisation's membership or office holders); and
7. Demonstrated capacity and willingness to work with government, other women's groups and other relevant stakeholders.



**National Women's Non-Government Organisations
Funding Programme**

**Stream 1
National Secretariats**

REQUEST FOR TENDER

August 1999

National Women's Non-Government Organisation Funding Programme

Request for Tender Stream 1 – National Secretariats

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National Women's Non-Government Organisations (NGO) Funding Programme

Request for Tender Stream 1 – National Secretariats

1. Purpose

- 1.1 The Commonwealth Office of the Status of Women (OSW) in the Department of the Prime Minister and Cabinet invites proposals from national women's non-government organisations (NGOs), for the provision of **National Secretariat** services under the National Women's NGO Funding Programme.
- 1.2 Successful tenderers will deliver outcomes in the areas of policy advice to government; consultation; and information and education. They will also ensure the effective governance of the organisation as a recipient of public funds.
- 1.3 This Request for Tender provides information for national women's organisations considering submitting proposals for National Secretariats (Stream 1) funding.

2. Background

- 2.1 In 1998-99, the Commonwealth Government provided well over \$800,000 in operational funding to women's NGOs through a range of portfolios. In addition, women's NGOs received funding for specific projects and consultancies from Commonwealth agencies including OSW.
- 2.2 The National Women's NGO Funding Programme, administered by OSW, is an important part of Commonwealth funding for women's organisations, providing \$500,000 each year to national women's NGOs.
- 2.3 The Minister Assisting the Prime Minister for the Status of Women, Senator the Hon Jocelyn Newman, has approved changes to the National Women's NGO Funding Programme to ensure it is in line with best practice in funding programmes. These changes were developed following a major review of the Programme undertaken through the first half of 1999 involving extensive consultation with women's NGOs around Australia.
- 2.4 Under the revised arrangements, the National Women's NGO Funding Programme offers two funding streams:
 - 2.4.1 Stream 1 (National Secretariats) will fund up to four national women's NGO Secretariats to undertake policy, consultation and information activities. National Secretariats will be funded at \$100,000 a year for a period of three years, subject to satisfactory annual reviews. This represents a doubling of the maximum funding previously available to an organisation under the National Women's NGO Funding

Programme. Funding for the period 1 October 1999 – 30 June 2000 will be pro-rated (\$75,000). **This tender document relates to Stream 1 (National Secretariats) funding only.**

- 2.4.2 Stream 2 (Project Funding) provides funding for projects which contribute to current or emerging policy priorities for women or which enhance the organisation's capacity to make a positive future contribution to policies for women. Separate application materials for Stream 2 (Project Funding) are available from the OSW website at: www.dpmc.gov.au/osw (under What's New) or by phoning (02) 6271 5028.
- 2.4.3 NGOs may apply for funding under both streams and may apply for more than one project under Stream 2.
- 2.5 In conjunction with the Programme, OSW will be undertaking broad based activities to assist the national women's NGO sector to strengthen its capacity as viable, representative and effective.
- 2.6 In line with contemporary practice in funding programmes, the new National Women's NGO Funding Programme will be outcomes based.

3. Objectives

The National Women's NGO Funding Programme supports broadly representative, effective and viable national women's NGOs which:

- *contribute actively to government policies and strategies affecting women; and*
- *enable a diverse range of women's views to be considered.*

Stream 1 (National Secretariats) will support the achievement of these objectives through the provision of National Secretariats to provide policy advice, consultation and information services, supported by sound governance, relevant to government policy priorities for women in the areas of economic security; the workforce; women in leadership and decision making; legal and international issues for women.

Stream 2 (Project Funding) will support these objectives through funding specific project activities.

4. Definition of National Women's Non-Government Organisation

- 4.1 A national women's NGO is an organisation which:
- is an incorporated body or other legal entity;
 - has established branches in the majority of States and Territories or has nationwide membership;
 - deals exclusively with issues relevant to the status of women;
 - promotes the interests of its constituency and works towards broadening its membership base; and
 - is not a political party registered under the Electoral Act.

5. Funding Available Under Stream 1

- 5.1 Up to four National Secretariats will be funded under Stream 1 (National Secretariats) of the National Women's NGO Funding Programme.
- 5.2 Funding of National Secretariats will be at a rate of \$100,000 per annum, for a period of three years to 2001-2002, subject to annual review.
- 5.3 Important Note: National Secretariats funding in 1999-2000 will be on a pro-rata basis, commencing from 1 October 1999 (\$75,000).

Funding Schedule:

1999-2000	(pro-rata)	\$75,000
2000-2001		\$100,000
2001-2002		\$100,000

- 5.4 Tenderers should frame their proposals around this fixed price.
- 5.5 Payments to successful organisations will be made quarterly in advance.

6. Key Outcomes

- 6.1 Funding under Stream 1 (National Secretariats) of the National Women's NGO Funding Programme will be for the provision of outcomes across four key areas, relevant to the Government's policy priorities for women¹
- 6.1.1 Policy advice to the Commonwealth Government;
- 6.1.2 Consultation;
- 6.1.3 Information and education for women; and
- 6.1.4 Governance.
- 6.2 Tenders must clearly specify the tenderer's proposals to deliver outcomes across each of these four areas.
- 6.3 Tenders should outline the tenderer's proposed methodology to deliver the following outcomes under these four areas:

Policy Advice Outcomes	
P.1	Provision of well informed, relevant and timely advice to government on identified policy priorities (see Section 7 below).
P.2	Provision of advice which reflects the diversity and heterogeneity of women and which provides balanced analysis of common concerns, competing interests, key sensitivities and the pros and cons of advice or options.
P.3	Effective identification of, and advice on, emerging issues affecting women.

¹ Information on policy priorities is at Section 7 of this brief.

Consultation Outcomes

- C.1 Consultation with a wide range of women (including members, other women's organisations and in the broader community) and other stakeholders as relevant, to inform policy advice to government.
- C.2 Development of partnerships with other stakeholders, including other women's NGOs.
- C.3 Constructive working relationships with Minister's office, OSW and other Commonwealth agencies, including timely advice on likely media activities.

Information and Education Outcomes

- I.1 Activities which support women's access to information on relevant issues relating to government initiatives.
- I.2 Contribution to building the positive profile of women, women's achievements and women's issues.

Governance Outcomes

- G.1 A well managed and accountable organisation.
- G.2 Participation of women in the organisation's decision making roles.

Note: Governance outcomes must demonstrate that the tenderer has the capacity for effective management of public funding and ability to deliver contracted outcomes, for example, in terms of the organisation's management structure, financial management and planning.

- 6.4 Important note: Proposals **must** address these outcomes. **Any proposal which fails to do so will be ineligible for funding.**

7. Policy Priorities

- 7.1 Proposals should address tenderer's capacity to deliver the above outcomes with particular regard to the following **policy priorities** for women:
 - 7.1.1 women's economic security;
 - 7.1.2 labour force issues for women;
 - 7.1.3 women in leadership and decision making;
 - 7.1.4 international issues for women; and
 - 7.1.5 legal issues for women and protection of the law.
- 7.2 A summary of the workplan for OSW, providing information on these areas, is attached to this brief.

Important notes:

- 7.3 Proposals will be accepted which address one or more of the above policy areas. Preference will be given to proposals which deliver quality outcomes in all, or a number, of the above priorities.
- 7.4 Proposals should indicate how the tenderer proposes to address the special needs of different groups of women, including disadvantaged women.
- 7.5 Tenderers should note that OSW, and other Commonwealth agencies, undertake work in the above policy areas. Proposals should make clear how tenderers would propose to work with OSW, and other Commonwealth agencies, in these policy areas.
- 7.6 Tenderers should note that the Commonwealth Government has in place a range of funding, advisory and consultative mechanisms in other policy areas relevant to women - including, but not limited to, domestic violence prevention, families policy, youth homelessness, child care, disabilities and carers. It is not intended that funding under the National Women's NGO Programme should duplicate such arrangements. Proposals will be accepted which include some activities in these policy areas, however, these areas should not be the principal focus of proposals. Proposals should make clear how any activities in these areas will complement rather than duplicate other existing mechanisms. **Preference will be given to proposals that address the policy areas outlined in paragraph 7.1 above.**
- 7.7 Proposals which foster joint work with other organisations and/or stakeholders in the priority areas are welcome. However, tenderers should make clear how their proposal complements rather than duplicates work being undertaken by other organisations/stakeholders.

8. Performance Measures and Key Deliverables

- 8.1 Successful tenderers will negotiate with OSW on the specific performance measures to apply to, key deliverables to be delivered under, and reporting requirements under their contract for the provision of National Secretariats.

9. Selection Criteria

- 9.1 Tender proposals will be assessed on the following selection criteria:
- 1) Tenderer is a national women's NGO (as defined in Section 4 above);
 - 2) Demonstrated knowledge and understanding of the structural, societal and familial issues which impact on women and demonstrated understanding of specific issues for different groups of women, including disadvantaged women;
 - 3) Quality and depth of the tenderer's proposal relevant to the requirements outlined in this Request for Tender;

- 4) Value for money in outcomes to be achieved under the proposal;
- 5) Demonstrated evidence of a broadly based membership;
- 6) Demonstrated capacity to represent a range of women (rather than only the organisation's membership or office holders); and
- 7) Demonstrated capacity and willingness to work with government, other women's groups and other relevant stakeholders.

9.2 Tenders **must** be signed by the Chair, Convenor or Board Member of the organisation.

10. Contractual Arrangements

10.1 Contractual Arrangements

10.2 Successful tenderers will be required to accept the conditions specified by contract with the Department of the Prime Minister and Cabinet. Attachment 2 of this Request for Tender provides **an indicative** copy of the department's contract.

10.3 Successful tenderers will also be required to negotiate an **Outcomes Schedule** which will be attached to the contract referred to in Clause 10.1. The Outcomes Schedule will clearly specify agreed performance measures, outcomes and key deliverables applying to the provision of National Secretariat services. **The Outcomes Schedule will be negotiated between OSW and each successful tenderer.** The attachment to Schedule 1 of this Request for Tender provides an illustrative example of the type of **Outcomes Schedule** which may be expected.

11. Information Required in Proposals

11.1 Proposals should address the following:

1. Details of organisation:
 - name of organisation;
 - name of contact officer and position within the organisation;
 - full postal address;
 - telephone number;
 - fax number;
 - email address (if available);
 - website address (if available);
 - legal status of organisation (eg incorporated body or other legal entity);
 - a copy of the organisation's incorporation certificate, or other legal documentation, must be attached to the proposal;
 - location of head office;
 - size of membership and broader networks, including a list of State and Territories in which the organisation is active; and
 - organisation's aims.
2. Organisation's understanding of the tender brief;

3. Methodology, including key deliverables, showing how the organisation will address each of the outcomes sought, having regard to identified policy priorities;
4. Indicative timeline for proposed activities;
5. Evaluation strategies for activities undertaken and outcomes delivered;
6. Detailed budget **including** an indication of how funding will be apportioned for each of the four outcomes;
7. Current applications for other funding from Commonwealth, State, Territory or Local Governments;
8. Funding received from Commonwealth, State, Territory or Local Governments over the past five years;
9. Any other funding sources (eg membership fees);
10. Any difficulties the organisation can anticipate in delivering the outcomes especially in the first twelve months;
11. Evidence of ability to meet all of the selection criteria; and
12. Any potential conflict of interest.

12. Conflict of Interest

- 12.1 Organisations must indicate any potential conflict of interest arising from their proposal. Where OSW establishes, from information provided by the organisation or from other information available to it, that a conflict of interest exists, such a conflict may be grounds for exclusion of the organisation from consideration under this tender.
- 12.2 Proposals must include a statement addressing whether a conflict of interest may result from the award of funding under this tender. During the life of the funding period, the successful tenderer will also be required to notify OSW in writing of any conflict of interest arising and the consultancy may be terminated if such a conflict of interest cannot be resolved.

13. Timetable

- 13.1 The timetable for this tender process is:

Advertisement of tenders	-	Saturday 28 August 1999
Closing date for proposals	-	6 pm Tuesday 21 September 1999
Announcement of decisions	-	Friday 1 October 1999

14. Selection Process

- 14.1 Tenders will be assessed against the selection criteria (see Section 9) by an assessment panel, including officers from OSW and independent persons with expertise in the non-government and/or women's sector. OSW will select persons for the assessment panel. Persons associated with an organisation that is tendering will not serve on the assessment panel.

14.2 The assessment panel will assess tenders against the selection criteria and provide advice to the Minister Assisting the Prime Minister for the Status of Women on this assessment.

14.3 Final selection will be made by the Minister Assisting the Prime Minister for the Status of Women.

15. Costs of Proposals

15.1 The organisation is responsible for the full cost of preparing tender proposals. The Commonwealth will take no responsibility for any costs incurred in the preparation of proposals.

16. Acceptance of Tenders

16.1 The Commonwealth may accept the whole or part of a tender.

16.2 The Commonwealth reserves the right to negotiate with any tenderer.

16.3 Nothing in this Request for Tender, or in any tender, or both, shall be construed to create any binding contract (express or implied) between the Commonwealth and any tenderer.

16.4 The Commonwealth reserves the right to stop or vary the tender process, or re-tender, at any time.

16.5 Tenderers whose tenders are not accepted will be notified in writing.

17. Further information

17.1 Further information on this Request for Tender can be obtained from:

Ms Chris Lawrey
Senior Adviser
Communications and Liaison Section
Office of the Status of Women
Department of the Prime Minister and Cabinet
3-5 National Circuit
BARTON ACT 2600
Phone: 02 6271 5749
Fax: 02 6271 5751
Email: chris.lawrey@pmc.gov.au

18. Submission of Proposals

- 18.1 Five copies of each proposal should be sent to:
Ms Chris Lawrey
Senior Adviser
Office of the Status of Women
Department of the Prime Minister and Cabinet
3-5 National Circuit
BARTON ACT 2600

19. Closing date

- 19.1 Proposals must be received by 6 pm on Tuesday 21 September 1999
NOTE: LATE PROPOSALS WILL NOT BE ACCEPTED.

OFFICE OF THE STATUS OF WOMEN WORKPLAN FOR 1999-2000

As part of the Department of Prime Minister and Cabinet, the Office of the Status of Women (OSW) will:

- monitor and advise on the impact of government policies and programmes on women; and
- be forward-looking and investigate emerging issues and develop new approaches in areas where existing policies are not achieving the government's aims.

OSW will maintain effective relations with the Prime Minister's Office, the Minister Assisting the Prime Minister for the Status of Women, her office, other Commonwealth departments, State and Territory Women's Ministers and Advisers and specific interest networks.

OSW will consult broadly with national women's non-government organisations and women to ensure the views and concerns of women underpin effective policy development and advice.

BUSINESS FOR 1999-2000

OSW will focus on six key areas of women's policy:

1. economic security, including retirement income;
2. workforce participation;
3. women in leadership;
4. prevention of violence against women;
5. the law as it affects women; and
6. International, including the lead up to the UN special session on Beijing plus 5 and Australia's next country report.

Significant Strategic and Emerging Issues

- Actively work with portfolios, industry and community partners to promote women's economic well being, strengthen families and communities and reduce welfare dependency, particularly in the areas of economic, tax, workplace relations and superannuation reforms.
- Measures to improve women's financial planning skills and promote retirement savings products better suited to women's interrupted working lives.
- Issues for women in the paid workforce.
- Measures to improve women's participation in positions of leadership and decision making.
- Steer lasting improvements in the prevention of domestic violence using results emerging from *Partnerships Against Domestic Violence* (PADV1) demonstration projects. OSW will lead policy development across departments, jurisdictions,

criminal justice, service providers and the community on the key areas of children, perpetrators, community awareness and indigenous family violence.

- Co-ordinate Australia's country report on CEDAW for submission to the United Nations in August 2000 and Australia's report to the United Nations Special Assembly in June 2000 on the implementation of Beijing Platform for Action.
- Complete the review of the national women's non-government funding programme and strengthen consultative mechanisms.
- Manage project consultancies.



AGREEMENT

between

COMMONWEALTH OF AUSTRALIA

as represented by
The Office of the Status of Women
in the
Department of Prime Minister and Cabinet

and

[]

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

Australian Government Solicitor
Business and Commercial
Barton

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THIS AGREEMENT is made on the day of 1999

BETWEEN the

COMMONWEALTH OF AUSTRALIA represented by the Office of the Status of Women in the Department of the Prime Minister and Cabinet (“**the Commonwealth**”)

AND

[insert name of the organisation] INC incorporated under the laws of the *[insert the State or Territory]*, the registered office of which is situated at *[insert the street address]*(“**the Organisation**”)

WHEREAS:

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretations

1.1 In this Agreement, unless the contrary intention appears:

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

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

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

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

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

Department means the Commonwealth Department of Prime Minister and Cabinet;

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

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

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

Intellectual Property includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, trade secrets and know how and circuit layouts, and

all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

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

Milestone Period means the six monthly periods set out in Schedule 1 for the achievement of Milestones;

Milestones Report means a report in the form set out in Schedule 1;

Milestones means the milestones for the achievement of the Outcomes set out in Schedule 1;

National Secretariat Services means:

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

in relation to some or all of the following areas for women:

- (d) economic security;
- (e) the workforce;
- (f) women in leadership;
- (g) legal; and
- (h) international issues

OSW means the Commonwealth Office of the Status of Women;

Outcomes means the outcomes set out in Schedule 1;

Parties means the Commonwealth and the Organisation;

Programme means National Women's Non-Government Organisations Funding Programme administered by OSW in the Department;

Programme Objectives means the objectives of the Programme set out in [to be inserted]

;

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

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

Review Report means a report in the form set out in Schedule 1;

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

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

2. Term

- 2.1 This Agreement shall commence on the date the Parties sign the Agreement and shall, subject to clause 2.2, be for a period ending on 30 June 2002.
- 2.2 At the end of each financial year during the Agreement the Commonwealth will review the Organisation to ensure that it has achieved all Milestones and Outcomes required under Schedule 1. In undertaking the review, the Commonwealth may use any relevant material it wishes, including without limitation:
- (a) the reports which the Organisation has provided to it in the past 12 months in accordance with Clause 7 of this Agreement;
 - (b) any other relevant material including material which it requires the Organisation to provide for the purpose of this review;
 - (c) surveys of women who are recipients of National Secretariat Services; and
 - (d) interviews with employees of the Organisation.
- 2.3 The Parties agree that the Funding for the second year and the third year will in each case be made available by the Commonwealth to the Organisation only upon the Commonwealth being satisfied from the review undertaken in accordance with clause 2.2 that the Organisation has satisfactorily achieved the agreed objectives and Outcomes for the previous financial year.

3. Provision of National Secretariat Services

The Organisation shall carry out the National Secretariat Services.

4. Payment of Funding

- 4.1 Subject to Parliamentary appropriation and subject to this Agreement, the Commonwealth shall pay the Funds to the Organisation at the times and in the manner specified in Schedule 1.
- 4.2 Where monies are not fully expended at the end of each Milestone Period those monies may be carried forward to the next Milestone Period and continue to be used for the purposes of the National Secretariat Services to the end of that financial year.
- 4.3 Where monies are not fully expended at the end of each financial year, then the Commonwealth will in its absolute discretion determine whether:

- (a) the monies unexpended in that financial year may be carried forward and used in addition to the monies committed by the Commonwealth for the following financial year; or
 - (b) the monies unexpended in that financial year must be offset against the amount committed by the Commonwealth for the following financial year.
- 4.4 At the end of the Funding Period all unexpended monies must be dealt with in accordance with clause 19.

5. Use of Funds

- 5.1 The Organisation shall use the Funds only:
- (a) to provide the National Secretariat Services; and
 - (b) to meet the Outcomes, including the achievement of the Milestones;
 - (c) in accordance with the Budget; and
 - (d) during the Funding Period.
- 5.2 The Organisation shall not commit any part of the Funds for expenditure which is likely to occur after the end of the Funding Period.
- 5.3 If the Organisation receives additional funding from any other Commonwealth, State, Territory or Local government agency or department during the Funding Period, they must notify the Department in writing full details of the additional funding.

6. Management of Funds

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

- 6.2 The Organisation shall keep proper accounts and records of its transactions and affairs in relation to the use of the Funds, separately from other accounts and records of the Organisation, in accordance with accounting principles generally applied in commercial practice and as required by law, and shall ensure that all payments out of its moneys are correctly made and properly authorised and adequate control is maintained over the incurring of liabilities.
- 6.3 Moneys earned by the Organisation from interest on the Funds shall be used and dealt with by the Organisation as if those moneys earned were part of the Funding.

7. Reports

The Organisation agrees to provide the Commonwealth:

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

and

- (e) any other information that the Commonwealth may from time to time notify the Organisation in writing that it requires.

8. Performance Monitoring by the Commonwealth

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

8.2 To assist the Commonwealth in the monitoring of the ongoing performance of the National Secretariat Services, the Commonwealth :

(a) will:

(i) use the reports provided under clause 7; and

(ii) use assessments of the Organisation made by the Commonwealth's officers; and

(b) may:

(i) at any time commission or conduct a more detailed evaluation of the Organisation's delivery of the National Secretariat Services; and

(ii) use any other source of information.

8.3 The Organisation agrees to provide all reasonable assistance to and cooperation with the Commonwealth in carrying out any of its functions under clause 8.1.

8.4 If as a result of its monitoring of the Organisation under sub-clause 8.1 the Commonwealth concludes that the performance of the National Secretariat Services is unsatisfactory it may notify the Organisation that it requires it to implement a remedial plan, and upon receiving such notification, the Organisation must implement a remedial plan as approved by the Commonwealth.

8.5 If the Organisation does not comply with a notification of the Commonwealth under sub-clause 8.4, the Commonwealth may exercise its rights under clause 17.

9. Eligibility

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

10. Access to premises and records

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

10.2 The Organisation must:

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

11. Material

Ownership of all Agreement Material, including Intellectual Property, vests at all times in the Commonwealth.

12. Disclosure of Information

12.1 The Organisation agrees not to disclose to any person other than the Commonwealth, any information relating to this Agreement without prior approval in writing from the Commonwealth.

12.2 The Commonwealth may impose any conditions or restrictions it considers appropriate when giving its approval under clause 12.1.

12.3 The Commonwealth may at any time require the Organisation to give, and to arrange for its officers, employees, agents and subcontractors engaged in the performance of the National Secretariat Services to give, undertakings in writing in a form required by the Commonwealth, relating to the non-disclosure of information.

12.4 If the Organisation receives a request under clause 12.3 it agrees to arrange promptly for all such undertakings to be given.

12.5 The obligations on the Organisation under this clause 12 will not be taken to have been breached where the information referred to is legally required to be disclosed.

12.6 This clause 12 will survive the expiration or termination of this Agreement.

13. Commonwealth Approval

The Organisation shall not make any public announcement, statement, publish or release any information in relation to the National Secretariat Services being provided by the Organisation without the prior approval of the Commonwealth in writing.

14. Conflict of Interest

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

14.2 If, during the term of this Agreement a conflict of interest arises, or appears likely to arise, the Organisation agrees to:

- (a) notify the Commonwealth immediately in writing;
- (b) make full disclosure of all relevant information relating to the conflict;
and
- (c) take such steps as the Commonwealth may reasonably require to resolve or otherwise deal with the conflict.

14.3 If the Organisation does not notify the Commonwealth or is unable or unwilling to resolve or deal with the conflict as required, the Commonwealth may terminate this Agreement in accordance with the provisions of clause 17.

14.4 The Organisation shall not, and shall ensure that any employee, agent or subcontractor of the Organisation does not, engage in any activity or obtain any interest during the course of this Agreement that is likely to conflict with or restrict the Organisation in performing the National Secretariat Services.

15. Sub-Contracting

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

remain liable to the Commonwealth for the carrying out of this Agreement.

16. Termination where no appropriation

16.1 Notwithstanding any other provision of this Agreement, the Commonwealth may, where the Agreement is for a period of more than 12 months and where there is no appropriation for the following year of the Agreement, terminate this Agreement upon giving 3 month's written notice to the Organisation.

16.2 If this Agreement is terminated under sub-clause 16.1, the Commonwealth shall be liable only for:

- (a) payments due under this Agreement for National Secretariat Services satisfactorily rendered before the effective date of termination; and
- (b) subject to sub-clause 16.4 and 16.5 any reasonable costs incurred by the Organisation and directly attributable to the termination or reduction of this Agreement.

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

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

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

17. Termination for Default

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

- 17.2 Where the default is capable of being remedied, the Commonwealth must not exercise its rights of termination under sub-clause 17.1 unless:
- (a) it has first given to the other Party notice in writing specifying the default and requiring the other Party to remedy it within the time (being not less than 10 Business Days) specified in the notice; and
 - (b) the default is not remedied within the time set out in the notice.
- 17.3 Notwithstanding any other provision of this Agreement, in the event that:
- (a) any order is made, or a resolution is passed, to wind up the Organisation or place it under official management, or a receiver to all or part of the undertaking of the Organisation is appointed; or
 - (b) the Organisation enters into a scheme of arrangement or compromise with its creditors; or
 - (c) the membership, structure or nature of the Organisation is altered so that in the opinion of the Commonwealth, the Organisation cannot carry out its obligations under this Agreement,
 - (d) The Commonwealth may terminate this Agreement with immediate effect by written notice to the Organisation.

18. Privacy Principles

All personal information will be dealt with in accordance with the Privacy Principles contained in the *Privacy Act* and as set out in Schedule 2.

19. Repayment of Funds

19.1 If:

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

- (b) at any time the Commonwealth forms the reasonable opinion that any part of the Funds has been spent or committed by the Organisation other than in accordance with this Agreement;

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

19.2 If the Organisation fails to repay any part of the Funds in accordance with a notice issued under clause 19.1:

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

- (b) the unrepaid amount, and interest owed under this clause:

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

19.3 The Organisation acknowledges that interest calculated in accordance with clause 19.2(a) represents a reasonable pre-estimate of the loss incurred by the Commonwealth as a result of the loss of investment opportunity for, or the reasonable cost of borrowing other money in place of, the amount which should have been repaid.

20. Indemnity

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

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

spent, resources used or disbursements paid by the Commonwealth,

arising from:

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

20.2 The right of the Commonwealth to be indemnified under this clause 20 is in addition to, and not exclusive of, any other right, power or remedy provided by law.

20.3 In this clause 20, "Commonwealth" includes officers, employees and agents of the Commonwealth.

20.4 This clause 20 will survive the expiration or termination of this Agreement.

21. Negation of employment, partnership and agency

21.1 The Organisation, its employees, partners and agents shall not, by virtue of this Agreement, be or for any purpose be deemed to be an employee, partner or agent of the Commonwealth.

21.2 The Organisation shall not and shall ensure that its employees, partners and agents do not represent themselves as being an employee, partner or agent of the Commonwealth.

22. Insurance

22.1 The Organisation must effect and maintain the following insurance unless the Commonwealth agrees that all or any are not relevant:

- (a) worker's compensation insurance;
- (b) public liability insurance; and
- (c) professional indemnity insurance.

22.2 Where requested, the Organisation must provide the Commonwealth with a copy of any insurance policy required under clause 22.1 which is acceptable to the Commonwealth.

23. Entire agreement, variation and severance

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

24. Waiver

- 24.1 If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.
- 24.2 A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right.
- 24.3 In this clause 24, 'rights' means rights or remedies provided by this Agreement or at law.

25. Compliance with law

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

26. Applicable law

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

27. Taxes

[GST clause to be inserted]

28. Notices

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

[]

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

[]

- 28.3 Any notice, request or other communication required to be given under this Agreement may be delivered by hand, sent by pre-paid post or

transmitted electronically, and if it is sent or transmitted electronically a copy is to be sent to the addressee by pre-paid post.

28.4 A notice is deemed to be received if:

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

EXECUTED as an Agreement

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

.....)
Name of signatory)

.....)
Position of signatory)

in the presence of:)

.....)
Name of witness)

.....)
Signature of witness)

.....)
Signature)

THE COMMON SEAL of)
[NAME OF ORGANISATION])

was affixed to this deed)
in the presence of:)

.....)
Name of President/Secretary/Chairperson)

and:)

.....)
Name of Secretary/other permanent officer)

Affix seal)

.....)
Signature of President/Secretary/Chairperson)

.....)
Signature of Secretary/other permanent officer)

SCHEDULE 1 - Outcomes Schedule

{preferred format is a table}

Budget

[This assumes that the budget will be linked to the outcomes, if not the Budget has to be addressed in a separate schedule]

Milestones Period

Milestones Report

Milestones

[This assumes that the outcomes will be identified in the form of milestones, if not the references to Milestones will have to be amended in the Agreement]

Outcomes

Agreement Price

Payment

[details of the time, manner and instalments of payments, including preconditions for quarterly payments in advance]

Review Report

EXAMPLE ONLY
Outcomes Schedule

Note: As indicated in the Stream 1 (National Secretariats) Request for Tender, successful Tenderers will be required to negotiate with OSW a detailed outcomes agreement. This sample agreement is provided as an example only.
Tenderers do **NOT** need to complete this outcomes agreement as part of their tender submission.

EXAMPLE OUTCOMES AGREEMENT

This agreement has been negotiated between (Name of Organisation) and the Commonwealth Office of the Status of Women (OSW) in a spirit of co-operation and acknowledges the need to be accountable for the expenditure of government funds. This agreement is based on the following principles:

- that both parties recognise the important role of women’s non-government organisations in contributing to the development of well informed public policy;
- that both parties recognise the need to clarify and agree upon the range and extent of the services to be provided by non-government organisations for the funding provided by OSW;
- that the (Name of Organisation) Board recognises its role and responsibilities in fulfilling the terms and conditions of the agreement.

1. POLICY ADVICE

KEY OUTCOME: POLICY ADVICE	<ul style="list-style-type: none"> • Provision of well informed, relevant and timely advice to Government on identified policy priorities • Provision of advice which reflects the diversity and heterogeneity of women and which provides balanced analysis of common concerns, competing interests, key sensitivities and the pros and cons of advice or options • Effective identification of, and advice on, emerging issues affecting women
PRIORITY TARGETS, ACTIVITIES, KEY DELIVERABLES, MILESTONES	<p>This part will detail <u>agreed</u> priority target areas for action; key deliverables and milestones, based on the tenderer's proposal <u>and</u> negotiations between the tenderer and OSW. (EXAMPLES):</p> <ul style="list-style-type: none"> • A report on issues affecting women in the paid workforce, retirement income issues for women, etc, by (date) • Timely, well informed submissions to relevant Government enquiries, particularly in the areas of, etc

PERFORMANCE MEASURES	<p>This part will detail performance measures negotiated between the tenderer and OSW on how agreed outcomes will be measured periodically during this agreement. (EXAMPLES)</p> <ul style="list-style-type: none"> • Quality and timeliness of advice and submissions and feedback on their usefulness; invitations to contribute to policy reviews and initiatives; • Effective relationships and links with Government ministers, agencies and other stakeholders on relevant issues • Policy advice reflects the heterogeneity of women and provides balanced and well informed analysis of the issues • Advice reflects sound, well informed consideration and strategic thinking
ACHIEVEMENTS	(This part will be used during the life of the agreement for reporting purposes for assessment of achievements, milestones and outcomes).

EXAMPLE ONLY

Tenderers do NOT need to complete this outcomes agreement as part of their tender submission.

EXAMPLE OUTCOMES AGREEMENT

Tenderers do **NOT** need to complete this outcomes agreement as part of their tender submission.

2. CONSULTATION

<p>KEY OUTCOME: CONSULTATION</p>	<ul style="list-style-type: none"> • Consultation with a wide range of women (including members, other women’s organisations and in the broader community) and other stakeholders as relevant, particularly as this informs policy advice to Government • Development of partnerships with other stakeholders, including other women’s NGO organisations • Constructive working relationships with Minister’s office, OSW and other Commonwealth agencies, including early advice on likely media activities
<p>PRIORITY TARGETS, ACTIVITIES, KEY DELIVERABLES, MILESTONES</p>	<p>This part will detail <u>agreed</u> priority target areas for action; key deliverables and milestones, based on the tenderer’s proposal <u>and</u> negotiations between the tenderer and OSW. (EXAMPLES):</p> <ul style="list-style-type: none"> • To establish a web site chat site for members and other women, by (date) for discussion of the priority policy area of • To incorporate in State and Territory workplans at least one consultation in each of urban, rural and remote areas concerning... • To undertake at least two joint projects in partnership with other NGOs in the first six months of this agreement • Quarterly meetings with OSW and with Minister’s Office as required • To provide early advice on proposed media activities
<p>PERFORMANCE MEASURES</p>	<p>This part will detail performance measures negotiated between the tenderer and OSW on how agreed outcomes will be measured periodically during this agreement. (EXAMPLES)</p> <ul style="list-style-type: none"> • Number and range of consultations and policy areas where organisation is represented; • Regular meetings with Ministers, Ministerial Advisers, OSW and other departmental officers, including early advice on likely media activity; • Strategic alliances with appropriate partners on issues; links and joint; activities with other NGOs; provision of well-considered advice which reduces the volume of separate and contradictory representations; • Range of opportunities provided for participation, and number and diversity of women participating.
<p>ACHIEVEMENTS</p>	<p>(This part will be used during the life of the agreement for reporting purposes and assessment of achievements, outcomes and milestones reached)</p>

3. INFORMATION AND EDUCATION

KEY OUTCOME: INFORMATION & EDUCATION	<ul style="list-style-type: none"> • Activities which support women’s access to information on relevant issues relating to Government initiatives • Contribution to building the positive profile of women, women’s achievements and women’s issues
PRIORITY TARGETS, ACTIVITIES, KEY DELIVERABLES, MILESTONES	<p>This part will detail <u>agreed</u> priority target areas for action; key deliverables and milestones, based on the tenderer’s proposal <u>and</u> negotiations between the tenderer and OSW. (Examples):</p> <ul style="list-style-type: none"> • Factual information in each monthly newsletter on relevant Government initiatives, plus three features articles per annum... • By (date), to produce one A4 brochure to increase women’s awareness of, and distribution (est. 30,000) by way of.... • Timely, well informed submissions to relevant Government enquiries, particularly in the areas of
PERFORMANCE MEASURES	<p>This part will detail performance measures negotiated between the tenderer and OSW on how agreed outcomes will be measured periodically during this agreement. (EXAMPLES)</p> <ul style="list-style-type: none"> • quality and accuracy of information provided to members, wider sector, stakeholders and community; • range and distribution of publications and other communications, conferences, seminars etc; • use of materials by other NGOs, government and community; • Attendance by government and other stakeholder participants at information seminars, events etc
ACHIEVEMENTS	<p>(This part will be used during the life of the Agreement for reporting purposes and assessment of achievements, outcomes and milestones reached)</p>

EXAMPLE ONLY

Tenderers do NOT need to complete this outcomes agreement as part of their tender submission.

EXAMPLE OUTCOMES AGREEMENT

Tenderers do **NOT** need to complete this outcomes agreement as part of their tender submission.

4. GOVERNANCE

<p>KEY OUTCOME: GOVERNANCE</p>	<ul style="list-style-type: none"> • A well managed and accountable organisation • Participation of women in the organisation's decision making roles <p>Note: Governance outcomes will demonstrate that the tenderer has the capacity for effective management of public funding and to deliver contracted outcomes, eg in terms of the organisation's management structure, financial management and planning.</p>
<p>PRIORITY TARGETS, ACTIVITIES, KEY DELIVERABLES, MILESTONES</p>	<p>This part will detail <u>agreed</u> priority target areas for action; key deliverables and milestones, based on the tenderer's proposal <u>and</u> negotiations between the tenderer and OSW. (EXAMPLES):</p> <ul style="list-style-type: none"> • To conduct a review of governance structures • A membership drive will be conducted during 1999-2001, with a goal of 30% membership increase, particularly younger members.
<p>PERFORMANCE MEASURES</p>	<p>This part will detail performance measures negotiated between the tenderer and OSW on how agreed outcomes will be measured periodically during this agreement. (EXAMPLES)</p> <ul style="list-style-type: none"> • Evidence of forward planning, sound organisational policies and practices and responsible financial management • Strengthening of capacity of organisation to compete for funding from a variety of sources • Structures are representative and regularly reviewed
<p>ACHIEVEMENTS</p>	<p>(This part will be used during the life of the Agreement for reporting purposes and assessment of achievements, milestones reached and outcomes)</p>

EXAMPLE ONLY

Tenderers do **NOT** need to complete this outcomes agreement as part of their tender submission.

SCHEDULE 2 - Privacy Principles

[to be inserted]