



STANDARD NOT FOR PROFIT SECTOR FUNDED SERVICES AGREEMENT

STANDARD NOT FOR PROFIT SECTOR FUNDED SERVICES AGREEMENT



Government
of South Australia

AGREEMENT made on <insert day> of <insert year>

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")

AND:

THE NOT FOR PROFIT ORGANISATION NAMED IN ITEM 2 OF ATTACHMENT 1 ("NFP")

IT IS AGREED

- A. The Government Party wishes to provide Block Funding to the NFP for the purposes of providing the Funded Services to the community on the terms and conditions of this Agreement.
- B. This Agreement comprises this Execution Page, the Agreement Details (Attachment 1), the Standard Terms and Conditions (Attachment 2), the Special Conditions (Attachment 3), the Funded Services (Attachment 4), the Block Funding and Payment Details (Attachment 5) and the Acquittal Form (Attachment 6).

EXECUTED AS AN AGREEMENT

INSERT EXECUTION BLOCKS BELOW

STANDARD NOT FOR PROFIT SECTOR FUNDED SERVICES AGREEMENT

Attachment 1 – Agreement Details

Item 1	Government Party	<insert name> <insert ABN> <insert address>
Item 2	Not for Profit Organisation (NFP)	<insert name> <insert address>
Item 3	Commencement Date	<insert date>
Item 4	Expiry Date	<insert date>
Item 5	Extension Period(s)	<insert period(s) or insert "not applicable">
Item 6	NFP's ABN	<insert ABN> Registered for GST: <Yes/No>
Item 7	Contract Managers	Government Party: <insert contact details> NFP: <insert contact details>
Item 8	Named Persons	<insert names and positions or insert "not applicable">
Item 9	Purpose	<insert brief description of Funded Services>
Item 10	Reports and Meetings	<insert description> <insert dates>
Item 11	Block Funding and Payment Details	Block Funding: \$<insert> (GST inclusive unless clause 9.2 applies) Manner of Payment: <insert details> Schedule of Payments: <insert payment date and amounts> Address for invoices: <insert details> <i>If required include detailed Schedule of Payments in Attachment 5</i>
Item 12	Tax Invoice Issuing Party	☐ Government Party ☐ NFP
Item 13	Block Funding Reconciliation Dates	<insert dates>
Item 14	Additional NFP Financial Information	☐ Yes ☐ No

Item 15	Service Credit/Abatement	<insert service credit or abatement for failure to meet a Service Level or insert "not applicable">
Item 16	Quality Standards	<insert description>
Item 17	Insurances Public Liability Insurance Professional Indemnity Insurance	Not less than \$1,000,000 ☐ Professional Indemnity Insurance required <insert amount> The Professional Indemnity Insurance held by the NFP must include a minimum period of 3 years.
Item 18	Liability Limit	<i>The following Liability Limit has been approved by Cabinet (25 July 2016) for low and medium risk contracts</i> <insert between [1 and 5] x [the Total Block Funding Amount (inc. GST)]. Multiple to be based on Government Party's risk assessment> <i>For high risk contracts please contact Crown Solicitor's Office</i>
Item 19	Additional Transition Requirements	<insert additional transition requirements or insert "not applicable">
Item 20	Approved Subcontractors	<insert relevant details or insert "not applicable">
Item 21	Additional Personnel Checks	<e.g. Working with children check under the <i>Child Safety (Prohibited Persons) Act 2016</i> or insert "not applicable">
Item 22	Notice Period for Termination for Convenience	<insert period or "not applicable">
Item 23	Form of Block Funding Acknowledgement	<insert requirements>

STANDARD NOT FOR PROFIT SECTOR FUNDED SERVICES AGREEMENT

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period(s) by giving reasonable notice in writing prior to the Expiry Date.

2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

3. PURPOSE

- 3.1 The NFP must use the Block Funding solely for the Purpose to achieve the Outcomes.

4. SUPPLY OF FUNDED SERVICES

- 4.1 The NFP must ensure that the NFP's Personnel provides the Funded Services described in Attachment 4 in accordance with the terms and conditions of this Agreement.
- 4.2 Where Attachment 1 specifies Named Persons, then the Funded Services must be delivered by those Named Persons.
- 4.3 The NFP may substitute a Named Person with the consent of the Government Party, subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 4.4 The NFP must ensure that Funded Services are delivered:
- to a standard that meets or exceeds the Service Levels;
 - in accordance with the quality standards specified in Attachment 1;
 - in accordance with the warranties in clause 6; and
 - in accordance with any policies and directions notified in writing by the Government Party to the NFP at the Commencement Date; and
 - by any Milestone Dates.
- 4.5 If service credits or fee abatements are specified in Attachment 1 and if the NFP fails to meet a Service Level the Government Party's remedy will be the payment of that service credit or fee abatement.

5. SERVICE VARIATION

- 5.1 If either Party wishes to vary the scope of the Funded Services ("Variation"), it must follow the procedure set out below.
- 5.2 If the Government Party requires a Variation, it must issue a written request to the NFP and the NFP must within 14 days (or such other period as agreed) provide a written quote ("Quote") setting out the information specified in clause 5.4.
- 5.3 If the NFP requires a variation it must issue a Quote to the Government setting out the information specified in clause 5.4.
- 5.4 A Quote must contain the following information:
- any impacts on the timing of or completion of tasks;
 - any variation to the funding and payment arrangements; and

- any changes to the terms that apply to the performance of the Funded Services.

- 5.5 The Parties must negotiate in good faith to agree on the change to the funding and other terms applicable to the Variation.

- 5.6 If the Parties agree in writing to the terms of the Variation then:

- the NFP must ensure that the Funded Services are performed as varied by the Variation;
- the Government Party must pay the varied Block Funding; and
- the terms and conditions of the Agreement are varied by the terms of the Variation.

6. NFP'S WARRANTIES

- 6.1 The NFP warrants that the Funded Services will:
- comply with the description of the Funded Services in Attachment 4;
 - be provided with due care and skill;
 - be provided in a timely and efficient manner;
 - be supplied without infringing any person's Intellectual Property Rights; and
 - be supplied in the most cost effective manner consistent with the required level of quality and performance.
- 6.2 The NFP warrants that it has all rights, title, licences (including where relevant a labour hire licence), authorisations, consents and other approvals necessary to provide the Funded Services.

7. NFP'S PERSONNEL

- 7.1 The NFP, if required by the Government Party, must give its consent to and procure the consent of the NFP's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.
- 7.2 If the Government Party acting reasonably, considers any one or more of the NFP's Personnel to be an Unsuitable Person then the Government Party may give the NFP notice in writing requiring those persons to be withdrawn from supplying the Funded Services and the NFP must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.

8. FUNDING AND INVOICING

- 8.1 If the Tax Invoice Issuing Party is the Government Party:
- the Parties agree that this Agreement satisfied the requirement for a written agreement specifying the supplies to which the Recipient Created Tax Invoice ("RCTI") relates;
 - the Government Party must provide a copy of the Tax Invoice to the NFP within 30 days of the making, or determining of the value, of the Taxable Supply in respect of the Funded Services; and
 - the NFP must not issue a Tax Invoice in respect of Funded Services the subject of the RCTI.
- 8.2 If the Tax Invoice Issuing Party is the NFP, the NFP may invoice the Government Party for payment in respect of Funded Services, in advance of the supply of the Funded Services.
- 8.3 The Government Party will pay the Block Funding in the amounts and at the times specified in Attachment 1 upon either production or receipt of a Tax Invoice.

STANDARD NOT FOR PROFIT SECTOR FUNDED SERVICES AGREEMENT

- 8.4 The NFP must ensure that it can properly account for the Block Funding received under the Agreement.
- 8.5 For agreements greater than 12 months, on each anniversary of the Commencement Date during the period of the Agreement:
- the amount of unpaid Block Funding will be indexed by the NFP Indexation Rate for that Financial Year; and
 - the Government Party must issue a revised Schedule of Payments (including past amounts paid and indexed instalments payable for the remaining funding period).
- 8.6 Clause 8.5 does not apply if the Government Party advises the NFP that the Block Funding payable for each year of the Agreement has already been indexed by the NFP Sector Indexation Rate.
- 8.7 The NFP must create accruals and provisions that are consistent with prudent management and proper accounting practice to meet such obligations.

9. GST

- 9.1 Subject to clause 9.2 the NFP represents that:
- the ABN shown in Attachment 1 is the NFP's ABN; and
 - it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth).
- 9.2 If the NFP is not registered for GST, then GST must not be charged on supplies made under this Agreement.

10. REPAYMENT OF UNALLOCATED OR MISUSED FUNDS

- 10.1 Upon each anniversary of the Commencement Date during the Agreement or other date as may be specified in Attachment 1 ("**Block Funding Reconciliation Date**") and at the end of the Agreement, if the NFP has not expended all of the Block Funding, it must notify the Government Party of the unexpended amount and may submit a written request for retention or carryover of unexpended amounts specifying:
- the amount to be retained or carried over; and
 - the purpose for which the unexpended amount will be used.
- 10.2 The Government Party must consider the NFP's request and notify the NFP in writing whether it:
- agrees that the NFP may retain or carry over all or part of the unexpended amount; or
 - requires the NFP to repay all or part of that amount as notified by the Government Party, to the Government Party within 30 days of receipt of the notice from the Government Party.
- 10.3 If the NFP does not apply any part of the Block Funding for the Purpose the Government Party may require the NFP to repay the portion of misused Block Funding within 30 days of a written demand from the Government Party.

11. PROVISION OF INFORMATION

- 11.1 The NFP must provide those reports and other documents and must attend meetings as specified in Attachment 1.
- 11.2 If the Government Party requires additional reports to those specified in clause 11.1, the NFP must provide a quote of its reasonable costs in preparing the additional reports and if the Government Party accepts the quote the NFP must provide those reports.
- 11.3 The NFP must immediately inform the Government Party of any significant changes to the nature and/or scope of the activities conducted by the NFP which would impact on the Purpose or the Outcomes under this Agreement.

12. FINANCIAL REPORTING AND AUDITING

- 12.1 The NFP must provide an acquittal in relation to the expenditure of all Block Funding under this Agreement using the form in Attachment 6:
- certifying that the Block Funding has been properly spent, in accordance with the requirements of the Agreement;
 - signed by two persons authorised by the NFP's board of management (or equivalent); and
 - within three months of the end of each Financial Year during the Term or other dates as may be specified in Attachment 1 ("**Block Funding Reconciliation Dates**").
- 12.2 If the NFP is required by law to prepare audited financial statements, the NFP must provide the Government Party with copies of such audited financial statements, within 6 months of the end of each Financial Year during the Term.
- 12.3 If the NFP is not required by law to prepare audited financial statements, and only if specified in Attachment 1, the NFP must provide the Government Party with the following financial statements, within six months of the end of each Financial Year during the Term:
- A balance sheet;
 - An income and expenditure statement; and
 - A statement of changes in equity for the financial year
- (together "**Additional NFP Financial Information**").
- 12.4 The NFP agrees the Government Party may direct that the financial accounts of the NFP be audited at the Government Party's cost and that the Government Party may specify the minimum qualification that must be held by the person appointed to conduct the audit.
- 12.5 If the audit discloses that the NFP has applied the Block Funding for a purpose other than the Purpose then the Recipient will be required to reimburse the Government Party the costs of the audit and clause 10.3 will apply.

13. INSPECTION

- 13.1 Where the Government Party reasonably suspects that the Block Funding has not been used for the Purpose the Government Party may on giving reasonable written notice to the NFP, enter the premises of and inspect the operations of the NFP (including equipment, premises, accounting records, documents and information) and interview the NFP's Personnel on matters pertaining to the operations and reporting obligations of the NFP under this Agreement..

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 14.2 The NFP grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.

15. CONFIDENTIAL INFORMATION

- 15.1 Subject to this clause 15, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 15.2 A Party may disclose Confidential Information belonging to the other Party:

STANDARD NOT FOR PROFIT SECTOR FUNDED SERVICES AGREEMENT

- (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
- (b) as required by law or a court order;
- (c) in accordance with any Parliamentary or constitutional convention; or
- (d) for the purposes of prosecuting or defending proceedings.
- 15.3 The Parties may mutually agree to disclose Confidential Information.
- 16. PRIVACY**
- 16.1 The NFP must:
- (a) comply with the South Australian Government Information Privacy Principles (a copy of which can be found at <http://www.dpc.sa.gov.au/documents/rendition/B17711#sthash.s76QhRX6.dpuf>) ("IPPs") as if the NFP were an "agency" for the purposes of the IPPs, in undertaking its obligations under this Agreement including in relation to all Personal Information received, created or held by it for the purposes of this Agreement; and
- (b) allow the Government Party to undertake, and cooperate with any audit or investigation which the Government Party deems necessary to verify that the NFP is complying with the IPPs.
- 16.2 The NFP must promptly notify the Government Party if it fails to comply with this clause or if it becomes aware of any actual or threatened disclosure of or unauthorised access to Personal Information.
- 17. PUBLICITY**
- 17.1 The NFP will acknowledge the Block Funding by the Government Party in any advertising, publicity or promotional material relating to this Agreement in the manner specified in Attachment 1.
- 17.2 The NFP will participate in promotional or publicity activity in relation to this Agreement as is reasonably required by the Government Party.
- 17.3 The NFP and the Government Party must use their best endeavour to mutually agree on the content of any public announcements or media releases about this Agreement.
- 17.4 If due to urgent circumstances or due to the nature and timing of the media request, it is not possible to provide prior notice of an announcement or media release to the other Party, then the Party making the announcement or media release must notify the other Party and provide a summary of the announcement or a copy of the media release as soon as possible after making the announcement or media release.
- 17.5 Nothing in this clause derogates from the operation of the *Not-for-Profit Sector Freedom to Advocate Act 2013*.
- 18. INSURANCE**
- 18.1 The NFP must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.
- 18.2 The policies of insurance referred to in clause 18.1 must be held during the Agreement and for any applicable run off period.
- 19. LIABILITY LIMIT**
- 19.1 The NFP's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.
- 20. SET-OFF**
- Any claim the Government Party may have against the NFP may be set off against monies owed to the NFP under this Agreement.
- 21. DISPUTE RESOLUTION**
- 21.1 Subject to clause 21.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 21.2 Either Party may give the other a notice in writing ("**dispute notice**") setting out the details of the dispute.
- 21.3 Within 7 days or such other period as may be agreed by the Parties, the Contract Managers must meet and use reasonable endeavours to resolve the dispute.
- 21.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.
- 22. ENDING THIS AGREEMENT**
- 22.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the NFP if:
- (a) the Government Party reasonably forms the opinion that the NFP will be unable to perform its obligations under this Agreement;
- (b) the NFP is in breach of this Agreement and has not rectified such breach within 14 days of the Government Party giving notice in writing to the NFP requiring the rectification of such breach;
- (c) the NFP does not use the Block Funding for the Purpose to achieve the Outcomes (if specified in Attachment 1);
- (d) the Government Party becomes aware that the NFP is in material breach of its statutory obligations with respect to its employees;
- (e) the NFP fails to comply with a notice issued under clause 7.2; or
- (f) the NFP fails to disclose a conflict of interest; or
- (g) the NFP suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.
- 22.2 Either Party may terminate this Agreement without cause by giving the other Party the period of notice specified in Attachment 1 which must not be less than 3 months ("**Notice Period for Termination for Convenience**").
- 22.3 If the Government Party terminates this Agreement in accordance with clause 22.2:
- (a) the NFP has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid:
- (i) for Funded Services provided before the effective termination date; and
- (ii) subject to clause 22.4, any reasonable unavoidable costs directly attributable to the termination of the Agreement but the Government Party shall have no liability for any lost earnings or opportunity costs; and
- (b) the NFP must comply with all reasonable directions given by the Government Party.
- 22.4 The NFP must provide to the Government Party documentary evidence that it has incurred the costs referred to in clause 22.3 and if the claim is not disputed the Government Party must pay such claim within 30 days of receipt of the claim.
- 22.5 The NFP may terminate this Agreement immediately upon giving notice in writing to the Government Party if the

STANDARD NOT FOR PROFIT SECTOR FUNDED SERVICES AGREEMENT

Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the NFP giving notice in writing to the Government Party requiring the rectification of such breach and the NFP is entitled to be paid for Funded Services provided before the effective termination date.

23. EFFECT OF ENDING THIS AGREEMENT

- 23.1 Any termination of this Agreement by either Party does not affect any accrued right of either Party.
- 23.2 Despite termination or expiry of this Agreement, this clause 23 and clauses 6, 10, 11, 12, 13.1, 14, 15, 16, 18.2 (where there is a requirement to maintain professional indemnity insurance), 19, 20 and those Special Conditions that by their nature remain in force, will survive.

24. TRANSITION

- 24.1 Upon the commencement of this Agreement and as and when otherwise required, the NFP must, if applicable, co-operate with the Government Party and the previous provider of the Funded Services and do all things necessary for the effective, smooth and efficient handover of the Funded Services to the NFP to ensure that the standard and delivery of the Funded Services do not suffer.
- 24.2 Upon the expiry or earlier termination of the Agreement if required by the Government Party, the NFP must co-operate with the Government Party and do all things necessary, and provide all relevant information and records, for the effective, smooth and efficient handover of the Funded Services to the Government Party or any incoming service provider to ensure that the standard and delivery of the Funded Services do not suffer.
- 24.3 The NFP must comply with the additional transition requirements (if any) set out in Attachment 1 of the Agreement.
- 24.4 The Government Party must pay the transition costs (if any) set out in Attachment 1 of the Agreement.

25. SUBCONTRACTING

- 25.1 With the exception of the Approved Subcontractors described in Attachment 1, the NFP must not engage any subcontractor without the prior written permission of the Government Party.
- 25.2 The NFP remains responsible for obligations performed by the subcontractors' personnel to the same extent as if such obligations were performed by the NFP.

26. WORK HEALTH & SAFETY

- 26.1 The NFP must comply with the *Work Health and Safety Act 2012* (SA) at all times, regardless of whether the Government Party issues direction in that regard or not.
- 26.2 If all or part of the Funded Services under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the NFP must comply and must ensure that the NFP's Personnel complies with the Government Party's work health and safety policies, procedures and instructions. If the NFP becomes aware of any potentially hazardous situation on the Government Party's premises, the NFP must immediately bring it to the Government Party's attention.

27. CONFLICT OF INTEREST

- 27.1 The NFP must disclose in writing to the Government Party all actual and potential conflicts of interest that exist, arise or may arise (either for the NFP or the NFP's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.

28. CONTRACT DISCLOSURE

- 28.1 The Government Party may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form, and either generally to the public or to a particular person as a result of a specific request.
- 28.2 Nothing in this clause derogates from:
- the NFP's obligations under any provisions of this Agreement; or
 - the provisions of the *Freedom of Information Act 1991* (SA).

29. COMPLIANCE WITH LAWS

The NFP must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.

30. GOVERNING LAW AND JURISDICTION

- 30.1 This Agreement is governed by the laws in the State of South Australia.
- 30.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.

31. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.

32. NO ASSIGNMENT

- 32.1 The NFP must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval will not be unreasonably withheld.
- 32.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.

33. MODIFICATION

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless agreed by the Parties in writing.

34. SEVERANCE

- 34.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.
- 34.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

35. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.

36. NO FURTHER OBLIGATION

- 36.1 The NFP acknowledges the Government Party will not be liable to reimburse the NFP for any losses or cost over runs that may result from the operation of this Agreement or the carrying out of the Purpose.

STANDARD NOT FOR PROFIT SECTOR FUNDED SERVICES AGREEMENT

37. FEEDBACK AND COMPLAINTS

37.1 The NFP will establish a feedback and complaints process for recipients of the relevant Funded Services and other stakeholders ("stakeholders") which:

- (a) is user friendly and stakeholder-focussed;
- (b) responds to feedback and complaints promptly objectively, fairly and confidentially;
- (c) resolves issues raised by stakeholders who are dissatisfied in a timely and cost-effective way;
- (d) provides remedies if a complaint is substantiated;
- (e) provides a system for review of decisions; and
- (f) includes a system to capture data about feedback and complaints.

37.2 The NFP must use feedback and complaint information to identify and implement improvements to the Funded Services.

38. INTERPRETATION

38.1 In this Agreement (unless the context requires otherwise):

- (a) a reference to any legislation includes:
 - (i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
 - (ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
- (b) a word in the singular includes the plural and a word in the plural includes the singular;
- (c) a reference to two or more persons is a reference to those persons jointly and severally;
- (d) a reference to dollars is to Australian dollars;
- (e) a reference to a Party includes that party's administrators, successors and permitted assigns.

39. DEFINITIONS

In this Agreement:

- (a) **"Approved Subcontractors"** means those subcontractors specified in Attachment 1;
- (b) **"Block Funding"** means the funds payable under the Agreement specified in Attachment 1 and includes any variation to the funds under clause 5 and previous indexation amounts applied and notified under clause 8.;
- (c) **"Confidential Information"** means information which is identified as confidential information by a Party, but does not include this Agreement;
- (d) **"Conflict of Interest"** means a situation where there is potential or an actual conflict between the private interests of the NFP or any of its Personnel and the NFP and its Personnel's obligations under this Agreement;
- (e) **"Extension Period(s)"** means the period(s) specified in Attachment 1;
- (f) **"Funded Services"** means services that are provided in exchange for Block Funding as specified in Attachment 4;
- (g) **"GST"** means the tax imposed by the GST Law;
- (h) **"GST Law"** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (i) **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and

(ii) any application or right to apply for registration of any of the rights referred to in paragraph (a), but for the avoidance of doubt excludes moral rights and performers' rights;

- (j) **"Machinery of Government Change"** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (k) **"Milestone Dates"** means dates by which Funded Services or Reports and Documentation must be delivered as specified in Attachment 4;
- (l) **"Named Persons"** means the persons specified in Attachment 1;
- (m) **"NFP Sector Indexation Rate"** is the annual rate as published on the Department of Treasury and Finance www.treasury.sa.gov.au;
- (n) **"NFP's Personnel"** means any Approved Subcontractors, employees, agents, subcontractors engaged under clause 25 and any other person employed or engaged by the NFP to perform this Agreement and includes the Named Persons.
- (o) **"Notice Period for Termination for Convenience"** means the time period specified in Attachment 1;
- (p) **"Other Termination Right"** means the termination rights specified in Attachment 1;
- (q) **"Outcomes"** means the public benefits to be achieved by the provision of the Funded Services as specified in Attachment 4;
- (r) **"Party"** means a party to this Agreement;
- (s) **"Personal Information"** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (t) **"Privacy Obligations"** means the NFP's obligations in relation to personal information specified in clause 16;
- (u) **"Purpose"** means the purpose specified in Attachment 1;
- (v) **"Service Levels"** means the service levels specified in Attachment 4; and
- (w) **"Tax Invoice"** has the meaning attributable in the GST Law;
- (x) **"Tax Invoice Issuing Party"** is the Party that will issue Tax Invoices nominated in Attachment 1;
- (y) **"Taxable Supply"** has the meaning attributable in the GST Law;
- (z) **"Unsuitable Person"** means a person who:
 - (i) is the subject of any arrest, charge or conviction for:
 - A. a sexual offence or an offence of indecency;
 - B. any offence of violence or deprivation of liberty (whether indictable or not) or other indictable offence; or
 - C. any other offence that the Government Party notifies the NFP in writing the Government Party considers renders the NFP Personnel unsuitable to be involved in the provision of Services; or
 - (ii) fails to pass any additional personnel check specified in Attachment 1.



STANDARD NOT FOR PROFIT SECTOR FUNDED SERVICES AGREEMENT

40. SPECIAL CONDITIONS

The special conditions (if any) in Attachment 3 form part of this Agreement.

Example Only



STANDARD NOT FOR PROFIT SECTOR FUNDED SERVICES AGREEMENT

Attachment 3 - Special Conditions

<insert Special Conditions or insert "not used">

Example Only



STANDARD NOT FOR PROFIT SECTOR FUNDED SERVICES AGREEMENT

Attachment 4 – Funded Services

<e.g. insert Service Levels, Outcomes, Milestone Dates>

Example Only

Attachment 5 - Block Funding and Payment Details

<insert details or insert "not used">

Example Only

Attachment 6 – Acquittal Form

<insert form>

Example Only