



**Australian Government**  
**Department of Industry, Science,  
Energy and Resources**

# **Commonwealth Standard Grant Agreement**

between the Commonwealth represented by

**Department of Industry, Science, Energy and Resources**

and

**AUSTRALASIAN FIRE AND EMERGENCY SERVICE AUTHORITIES COUNCIL  
LIMITED**

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## Grant Agreement NAFI000001

Once completed, this document, together with the Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	AUSTRALASIAN FIRE AND EMERGENCY SERVICE AUTHORITIES COUNCIL LIMITED
Legal entity type (e.g. individual, incorporated association, company, partnership, etc)	Australian Public Company
Trading or business name	AUSTRALASIAN FIRE AND EMERGENCY SERVICE AUTHORITIES COUNCIL LIMITED
Any relevant licence, registration or provider number	Not applicable
Australian Business Number (ABN) or other entity identifiers	52060049327
Australian Company Number (ACN)	Not applicable
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	2/07/2000
Registered office address	L 1 340 ALBERT ST EAST MELBOURNE VIC 3002 Australia
Relevant business place	L 1 340 Albert St EAST MELBOURNE VIC 3002 Australia

#### The Commonwealth

The Commonwealth of Australia represented by the  
Department of Industry, Science, Energy and Resources  
of 10 Binara Street CANBERRA ACT 2600  
ABN 74 599 608 295

The Department of Industry, Science, Energy and Resources will manage the Agreement on behalf of the Department of Home Affairs.

## Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the Activity in accordance with this Agreement and the relevant Grant Details.

## Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to the Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.



## Grant Details NAFI000001

### A. Purpose of the Grant

The Grant is being provided as part of the National Aerial Firefighting Program (NAFP1) grant opportunity.

The objective of the grant opportunity is to:

- . source a national Large Air Tanker (LAT); and
- . support national coordination of leasing and sharing of aerial firefighting resources between jurisdictions.

The intended outcome of the grant opportunity is increased access to highly specialised and effective aerial firefighting resources whose cost might otherwise be out of reach of individual jurisdictions.

### B. Activity

The Activity is made up of the Grantee's project and all eligible project activities as specified in these Grant Details.

#### Project title

National Aerial Firefighting Program

#### Project scope and description

AFAC, through its NAFC business unit, will conduct industry procurement processes to provide leases for aircraft for aerial firefighting and hazard response during the period 2021-22 to 2023-24, for deployment by individual jurisdictions and to support the national coordination of leasing and sharing resources between jurisdictions. This will include the provision of a Large Airtanker available for national use. AFAC will also provide systems and limited research activity to assist with coordinating and deploying resources effectively towards bushfire and hazard response.

#### Project outcomes

This project facilitates the leases of a fleet of highly specialised firefighting aircraft that are readily available for use by State and Territory emergency service and land management agencies across Australia. Tender processes will seek to procure leases with the most capable and efficient providers from industry. As much as can be achieved efficiently and with value for money, Australian-owned aircraft and companies will be highlighted to enhance sovereign capability. This national aircraft fleet will complement aerial firefighting resources arranged directly by the State and Territory Governments. It will seek to promote innovation in equipment and technology to meet growing utilisation. The project will also develop systems which may support the States and Territories' efficient allocation and management of aerial resources, including the maintenance and enhancement of ARENA and associated tools to assist agencies match resources to predicted emergency risk.

In undertaking the Activity, the Grantee must comply with the requirements of the grant opportunity guidelines (as in force at the time of application).

The Grantee must notify the Commonwealth about events relating to the project and provide an opportunity for the Minister or their representative to attend.

### C. Duration of the Grant

The Activity starts on 01 July 2021 and ends on 30 June 2024, which is the **Activity Completion Date**.

The Agreement ends on 07 December 2024 which is the **Agreement End Date**.

### D. Payment of the Grant

The total amount of the Grant is \$92,063,928 (plus GST if applicable).

The Grant will be provided at up to 100.00 per cent of eligible expenditure as defined in the grant opportunity guidelines subject to availability of Program funds.

The Grant will be paid in accordance with clause ST2.

The Grant will be paid according to the following schedule. Payments are subject to satisfactory progress on the project and compliance by the Grantee with its obligations under this Agreement.

Payment event	Anticipated payment date	Payment amount (GST excl)
Initial payment	01/12/2021	\$30,251,976
Progress payment	30/09/2022	\$20,071,986
Progress payment	31/01/2023	\$10,647,990
Progress payment	30/09/2023	\$20,295,186
Progress payment	31/01/2024	\$7,796,790
Final payment	31/05/2024	\$3,000,000
Total		\$92,063,928

### Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

### E. Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the reporting requirements (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
Progress report	01/07/2021	31/03/2022	Aircraft activity statement and Expenditure and use summary, Research and other eligible project activities	14/04/2022
Progress Report with Audit	01/07/2021	30/06/2022	Aircraft activity statement and Expenditure and use summary, Research and other eligible project activities, Independent audit report	14/09/2022
Progress report	01/04/2022	31/03/2023	Aircraft activity statement and Expenditure and use summary, Research and other eligible project activities	14/04/2023
Progress Report with Audit	01/07/2022	30/06/2023	Aircraft activity statement and Expenditure and use summary, Research and other eligible project activities, Independent audit report	14/09/2023
Progress report	01/04/2023	31/03/2024	Aircraft activity statement and Expenditure and use summary, Research and other eligible project activities	14/04/2024
End of project report	01/07/2021	30/06/2024	Aircraft activity statement and Expenditure and use summary, Research and other eligible project activities, Independent audit report	30/07/2024

During the Agreement period, the Commonwealth may ask the Grantee for ad-hoc reports on the project. The Grantee must provide these reports in the timeframes notified by the Commonwealth.

## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	s22
Position	Deputy Director - NAFC

Address	L 1 340 Albert St EAST MELBOURNE VIC 3002
Business hours telephone	s22 [REDACTED]
Mobile	
Email	s22 [REDACTED]

### Commonwealth representative and address

Name of representative	s22 [REDACTED]
Position	
Postal address	GPO Box 2013 CANBERRA ACT 2601
Physical address	10 Binara Street CANBERRA ACT 2600
Business hours telephone	03 9268 7515
Email	nafc@industry.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

### G. Activity Material

Not applicable

## Supplementary Terms

### ST1. Other Contributions

Not applicable

### ST2. Activity Budget

ST2.1 In this Agreement, Appropriation means money drawn from the Consolidated Revenue Fund.

ST2.2 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistently with the Activity Budget in the following table:

#### Financial year 2021/22

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Development of the National Aerial Risk Management Model	s47G
Project expenditure	Other eligible expenditure	
Project expenditure	Procurement and contract management	
Project expenditure	Research costs	
Project expenditure	Standing, positioning and leasing costs of aircraft	
Financial year total		\$30,251,976

#### Financial year 2022/23

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Development of the National Aerial Risk Management Model	s47G
Project expenditure	Other eligible expenditure	
Project expenditure	Procurement and contract management	
Project expenditure	Research costs	
Project expenditure	Standing, positioning and leasing costs of aircraft	
Financial year total		\$30,719,976

#### Financial year 2023/24

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Development of the National Aerial Risk Management Model	s47G

Project expenditure	Other eligible expenditure		\$47G
Project expenditure	Procurement and contract management		
Project expenditure	Research costs		
Project expenditure	Standing, positioning and leasing costs of aircraft		
Financial year total			\$31,091,976

### All financial years

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Development of the National Aerial Risk Management Model	
Project expenditure	Other eligible expenditure	
Project expenditure	Procurement and contract management	
Project expenditure	Research costs	
Project expenditure	Standing, positioning and leasing costs of aircraft	
All financial years total		\$92,063,928

Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

ST2.3 Subject to sufficient appropriation being available, the Grant will be paid up to the Annual Capped Amounts over the financial years specified in the following table.

### Annual Capped Amounts

Financial Year	Annual capped amount (GST excl)
2021/22	\$30,251,976
2022/23	\$30,719,976
2023/24	\$31,091,976
Total	\$92,063,928

ST2.4 The Commonwealth is not required to make a payment if it would result in the amount paid in a financial year exceeding the Annual Capped Amount for that financial year specified in the table under clause ST2.3.

ST2.5 In accordance with the Activity Budget under clause ST2.2, the Annual Capped Amounts may not be exceeded unless the Commonwealth specifically approves an increase of that amount under clause ST2.8.

ST2.6 Subject to this clause, the Grantee may reallocate expenditure in respect of categories of expenditure in the Activity Budget, provided it does not materially change the Activity, any

Milestone(s) set out in this Agreement, or cause the Grantee to be in breach of any of its obligations under this Agreement.

ST2.7 The Grantee must give the Commonwealth:

- (a) by 1 February each financial year; or
- (b) at any time the Grantee wishes to request a variation to any one or more of the Annual Capped Amounts; or
- (c) if otherwise requested by the Commonwealth,

a revised Activity Budget in a form acceptable to the Commonwealth. The revised Activity Budget must clearly identify any proposed changes, including of any proposed changes to the Annual Capped Amounts, and explain the reasons for the proposed changes.

ST2.8 The Commonwealth may, at its discretion, approve or reject a revised Activity Budget provided under clause ST2.7 and/or any proposed changes to the Annual Capped Amounts. The Commonwealth's approval may be granted subject to conditions.

ST2.9 If a revised Activity Budget and any proposed changes to the Annual Capped Amounts are approved by the Commonwealth, then it will become the Activity Budget and, if relevant, the Annual Capped Amounts will be adjusted accordingly.

### ST3. Intellectual property in Activity Material

Not applicable

### ST4. Access/monitoring/inspection

ST4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:

- (a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
- (b) permission to inspect and take copies of any Material relevant to the Activity.

ST4.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause ST4.1.

ST4.3 This clause ST4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

### ST5. Equipment and Assets

Not applicable

### ST6. Specified Personnel

Not applicable

### ST7. Relevant qualifications, licences, permits, approvals or skills

Not applicable

### ST8. Vulnerable Persons

Not applicable

## ST9. Child safety

Not applicable

## ST10. Commonwealth Material, facilities and assistance

Not applicable

## ST11. Jurisdiction

ST11.1 This Agreement is governed by the law of the Australian Capital Territory.

## ST12. Grantee trustee of trust (if applicable)

ST12.1 In this Agreement, **Trust** means the trust specified in the Parties to the Agreement section of this Agreement.

ST12.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust; and
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and
- (c) it has entered into this Agreement for the proper administration of the Trust; and
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

## ST13. Fraud

ST13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

ST13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

ST13.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

ST13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause ST11.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

ST13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

ST13.6 This clause survives the termination or expiry of the Agreement.

## ST14. Prohibited dealings

Not applicable



## ST15. Anti-corruption

ST15.1 In this Agreement:

**Illegal or Corrupt Practice** means directly or indirectly:

- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
- (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice;

ST15.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.

ST15.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:

- (a) engage in an Illegal or Corrupt Practice; or
- (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the Criminal Code Act 1995 (Cth).

ST15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in ST15.3 in relation to the performance of the Activity.

## ST16. Step-in rights

Not applicable

## ST17. Grant administrator

Not applicable

## ST18. Management Adviser

Not applicable

## ST19. Indemnities

ST19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

ST19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

## ST20. Compliance with Legislation and Policies

ST20.1 In this Agreement:

**Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.

ST20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

ST20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

ST20.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- (a) All State, Territory or Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity including mandatory reporting and working with children checks however described and, if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with these requirements in such form as may be specified by the Commonwealth
- (b) Where grant funding is for \$20 million or more, the Grant Recipient may be required to develop an Australian Industry Participation Plan (AIP).

## ST21. Work health and safety

ST21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

ST21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause ST21.1.

ST21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

## ST22. Transition

ST22.1 If the Agreement is reduced in its scope or terminated under clause 19, the Grantee must at its own expense cooperate and give assistance as directed by the Commonwealth to enable the transition of some or all of the Activity to the Commonwealth or a third party nominated by the Commonwealth (**Successor**).

ST22.2 The assistance to be provided under clause ST22.1 may include, amongst other things:

- (a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity;
- (b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;
- (c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;
- (d) transferring to the Commonwealth or any Successor:
  - (i) Activity Material specified in the Grant Details;
  - (ii) Assets purchased with the Grant; and
  - (iii) Records maintained under clause 12.1;

- (e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- (f) assigning or licensing Intellectual Property Rights in Reporting Material, and any Activity Material specified in the Grant Details, to the Commonwealth or any Successor on terms acceptable to the Commonwealth;
- (g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to above; and
- (h) any other matter specified in the Grant Details.

ST22.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

## ST23. Corporate Governance

ST23.1 In this Agreement:

**Constitution** means (depending on the context):

- (a) a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution;
- (b) in relation to any other kind of body:
  - (i) the body's charter or memorandum; or
  - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

ST23.2 The Grantee warrants that nothing in its constitution conflicts with its obligations under this Agreement.

ST23.3 The Grantee agrees to provide a copy of its constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's constitution, structure or management.

## ST24. Counterparts

ST24.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

## ST25. Secret and Sacred Indigenous Material

Not applicable

## Schedule 1: Commonwealth Standard Grant Conditions

### 1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

### 2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay the withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

### 3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

### 4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

## 5. Relationship between the Parties

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

## 6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

## 7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement, neither it nor its officers have any actual, perceived or potential conflicts of interest in relation to the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

## 8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

## 9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

## 10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within 90 days after the Activity Completion, and at least every 12 months during the term of the Agreement, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.

10.3 The reports under clause 10.2 must be audited by:

- (a) a Registered Company Auditor registered under the *Corporations Act 2001* (Cth); or
- (b) a certified Practising Accountant; or
- (c) a member of the Institute of Public Accountants; or
- (d) a member of Chartered Accountants Australia and New Zealand;

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

## 11. Repayment

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity

then the Commonwealth may, by written notice:

- (c) require the Grantee to repay that amount to the Commonwealth;
- (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

- (a) the Grantee must do so within the time period specified in the notice;

- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

## 12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records that:

- (a) detail and document the conduct and management of the Activity;
- (b) identify the receipt and expenditure of the Grant and any Other Contributions separately within the Grantee's accounts and records so that at all times the Grant is identifiable;
- (c) enable all receipts and payments related to the Activity to be identified and reported.

12.2 The Grantee agrees to keep the records for five years after the Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

## 13. Reporting and liaison

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

- (a) liaise with and provide information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions, or monitoring requirements,

in relation to the Activity.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s) specified in the notice.

13.4 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

## 14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause;

- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

14.2 In carrying out the Activity, the Grantee agrees not to send any Personal Information outside of Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

## 15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

## 16. Insurance

16.1 The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

## 17. Intellectual property

17.1 Subject to clause 17.2 the Grantee owns the Intellectual Property Rights in Activity Material created and Reporting Material.

17.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

17.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.4 The licence in clause 17.3 does not apply to Activity Material.

## 18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of



resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

## 19. Reduction, Suspension and Termination

### 19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

### 19.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Agreement (including expenditure of the Grant); and/or
- (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

### **19.3 Termination for fault**

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2(b) applies;
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

## **20. Cancellation or reduction for convenience**

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that reduction or cancellation; and
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

## 21. Survival

21.1 The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 (Definitions);
- ST4 (Access/monitoring/inspection);
- ST19 (Indemnities);and
- any other clause which expressly or by implication from its nature is meant to survive.

## 22. Definitions

22.1 In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*

- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
  - (a) the Commonwealth verifying and assessing grant proposals, including a grant application;
  - (b) the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - (c) the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
  - (d) the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;but in all cases:
  - (e) excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details, and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

## Signatures

Executed as an agreement:

### Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Science, Energy and Resources.

Name	s22
Position	State Manager VIC
Date	29 November 2021

### Grantee

Full legal name of the Grantee	AUSTRALASIAN FIRE AND EMERGENCY SERVICE AUTHORITIES COUNCIL LIMITED ABN: 52060049327
Name of Authorised Representative	s22
Date	29 November 2021

## Schedule 2 Reporting requirements

### Appendix 1

#### National Aerial Firefighting Program - progress report requirements

You will need to provide the following information in your reports in line with Section E of the grant agreement. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your reports on the [portal](#).

#### 1. Aircraft Activity Statement

You must provide an annual Aircraft Activity Statement, updating all activities undertaken during the reporting year. You will need to complete this table outside the portal and upload the document as an attachment. We will provide you with a template.

Liabe Member	NAFC Service Reference / ID (e.g. "Service A")	Aircraft Type (e.g. "AS350B" or "Bell 212")	Aircraft Callsign (e.g."Helitak 123")	Aircraft Contractor	Aircraft Registration (e.g. "VH-ABC" or "N123AB")	Nominated Operational Base (NOB)
ACT						
NT						
State of NSW						
State of Qld						

<b>Liable Member</b>	<b>NAFC Service Reference / ID</b> (e.g. "Service A")	<b>Aircraft Type</b> (e.g. "AS350B" or "Bell 212")	<b>Aircraft Callsign</b> (e.g. "Helitak 123")	<b>Aircraft Contractor</b>	<b>Aircraft Registration</b> (e.g. "VH-ABC" or "N123AB")	<b>Nominated Operational Base (NOB)</b>
State of SA						
State of Vic						
State of WA						
State of Tas						

## 2. Expenditure and Use Summary

You must provide an annual Expenditure and Use Summary to show total expenditure and use incurred on the project during the reporting year by state or territory. You will need to complete this table outside the portal and upload the document as an attachment. We will provide you with a template.

All expenditure should be GST inclusive, less GST credits you can claim. We may ask you to provide evidence of costs incurred.

<b>Liabe Member</b>	<b>NAFC Service Reference / ID</b>	<b>Daily standing charge</b> <i>(normal contract DSC applicable during period covered)</i>	<b>No. days/part days aircraft required to be available this period</b>	<b>No. days/part days aircraft unavailable during this period</b> <i>(unavailable when otherwise would have been required)</i>	<b>Total standing charges due to contractor for this period ex GST</b> <i>(“net” - having deducted unavailable days)</i>	<b>Total number of activations for this period</b> <i>(separate deployments, as per Activation Summary, over)</i>	<b>Total operating hours this period</b> <i>(include chargeable hours only)</i>	<b>Total operating charges this period</b> <i>(due to Contractor)</i>	<b>Copy of aircraft flight operations returns held by agency</b>
ACT		\$			\$			\$	<input type="checkbox"/> yes <input type="checkbox"/> no
NT		\$			\$			\$	<input type="checkbox"/> yes <input type="checkbox"/> no
State of NSW		\$			\$			\$	<input type="checkbox"/> yes <input type="checkbox"/> no
State of Qld		\$			\$			\$	<input type="checkbox"/> yes <input type="checkbox"/> no



<b>Liabe Member</b>	<b>NAFC Service Reference / ID</b>	<b>Daily standing charge</b> <i>(normal contract DSC applicable during period covered)</i>	<b>No. days/part days aircraft required to be available this period</b>	<b>No. days/part days aircraft unavailable during this period</b> <i>(unavailable when otherwise would have been required)</i>	<b>Total standing charges due to contractor for this period ex GST</b> <i>("net" - having deducted unavailable days)</i>	<b>Total number of activations for this period</b> <i>(separate deployments, as per Activation Summary, over)</i>	<b>Total operating hours this period</b> <i>(include chargeable hours only)</i>	<b>Total operating charges this period</b> <i>(due to Contractor)</i>	<b>Copy of aircraft flight operations returns held by agency</b>
State of SA		\$			\$			\$	<input type="checkbox"/> yes <input type="checkbox"/> no
State of Vic		\$			\$			\$	<input type="checkbox"/> yes <input type="checkbox"/> no
State of WA		\$			\$			\$	<input type="checkbox"/> yes <input type="checkbox"/> no
State of Tas		\$			\$			\$	<input type="checkbox"/> yes <input type="checkbox"/> no
<b>Total</b>		\$			\$			\$	

### 3. Research and Other Eligible Project Activities

You must detail research activities and other project activities undertaken during the reporting year. You will need to complete this table outside the portal and upload the document as an attachment. We will provide you with a template.

Activity	Expenditure to Date	Anticipated Expenditure	Progress Comments

Is the project expenditure broadly in line with the Activity Budget in the grant agreement?

If no, explain the reasons.

Is the overall project proceeding in line with your grant agreement?

If no, identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.

Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?

If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

### Attachments

- a. Attach any agreed evidence required with this report to demonstrate project progress.
- b. Attach copies of any published reports and promotional material, relating to the project.

### Declaration

You must ensure an authorised person completes the report and can certify the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The activities undertaken and the expenditure incurred is in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

## Appendix 2

### National Aerial Firefighting Program - end of project report requirements

You will need to provide the following information in your reports in line with Section E of the grant agreement. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [portal](#).

#### 1. Aircraft Activity Statement

You must provide an annual Aircraft Activity Statement, updating all activities undertaken during the reporting year. You will need to complete this table outside the portal and upload the document as an attachment. We will provide you with a template.

<b>Liabe Member</b>	<b>NAFC Service Reference / ID</b> (e.g. "Service A")	<b>Aircraft Type</b> (e.g. "AS350B" or "Bell 212")	<b>Aircraft Callsign</b> (e.g. "Helitak 123")	<b>Aircraft Contractor</b>	<b>Aircraft Registration</b> (e.g. "VH-ABC" or "N123AB")	<b>Nominated Operational Base (NOB)</b>
ACT						
NT						
State of NSW						
State of Qld						
State of SA						

<b>Liabe Member</b>	<b>NAFC Service Reference / ID</b> (e.g. "Service A")	<b>Aircraft Type</b> (e.g. "AS350B" or "Bell 212")	<b>Aircraft Callsign</b> (e.g. "Helitak 123")	<b>Aircraft Contractor</b>	<b>Aircraft Registration</b> (e.g. "VH-ABC" or "N123AB")	<b>Nominated Operational Base (NOB)</b>
State of Vic						
State of WA						
State of Tas						

## 2. Expenditure and Use Summary

You must provide an annual Expenditure and Use Summary to show total expenditure and use incurred on the project during the reporting year by state or territory. You will need to complete this table outside the portal and upload the document as an attachment. We will provide you with a template.

All expenditure should be GST inclusive, less GST credits you can claim. We may ask you to provide evidence of costs incurred.

<b>Liabe Member</b>	<b>NAFC Service Reference / ID</b>	<b>Daily standing charge</b> <i>(normal contract DSC applicable during period covered)</i>	<b>No. days/part days aircraft required to be available this period</b>	<b>No. days/part days aircraft unavailable during this period</b> <i>(unavailable when otherwise would have been required)</i>	<b>Total standing charges due to contractor for this period ex GST</b> <i>(“net” - having deducted unavailable days)</i>	<b>Total number of activations for this period</b> <i>(separate deployments, as per Activation Summary, over)</i>	<b>Total operating hours this period</b> <i>(include chargeable hours only)</i>	<b>Total operating charges this period</b> <i>(due to Contractor)</i>	<b>Copy of aircraft flight operations returns held by agency</b>
ACT		\$			\$			\$	<input type="checkbox"/> yes <input type="checkbox"/> no
NT		\$			\$			\$	<input type="checkbox"/> yes <input type="checkbox"/> no
State of NSW		\$			\$			\$	<input type="checkbox"/> yes <input type="checkbox"/> no
State of Qld		\$			\$			\$	<input type="checkbox"/> yes <input type="checkbox"/> no

<b>Liabe Member</b>	<b>NAFC Service Reference / ID</b>	<b>Daily standing charge</b> <i>(normal contract DSC applicable during period covered)</i>	<b>No. days/part days aircraft required to be available this period</b>	<b>No. days/part days aircraft unavailable during this period</b> <i>(unavailable when otherwise would have been required)</i>	<b>Total standing charges due to contractor for this period ex GST</b> <i>("net" - having deducted unavailable days)</i>	<b>Total number of activations for this period</b> <i>(separate deployments, as per Activation Summary, over)</i>	<b>Total operating hours this period</b> <i>(include chargeable hours only)</i>	<b>Total operating charges this period</b> <i>(due to Contractor)</i>	<b>Copy of aircraft flight operations returns held by agency</b>
State of SA		\$			\$			\$	<input type="checkbox"/> yes <input type="checkbox"/> no
State of Vic		\$			\$			\$	<input type="checkbox"/> yes <input type="checkbox"/> no
State of WA		\$			\$			\$	<input type="checkbox"/> yes <input type="checkbox"/> no
State of Tas		\$			\$			\$	<input type="checkbox"/> yes <input type="checkbox"/> no
<b>Total</b>		\$			\$			\$	

### 3. Research and Other Eligible Project Activities

You must detail research activities and other project activities undertaken during the reporting year. You will need to complete this table outside the portal and upload the document as an attachment. We will provide you with a template.

Activity	Expenditure to Date	Anticipated Expenditure	Progress Comments

Is the project expenditure broadly in line with the Activity Budget in the grant agreement?

If no, explain the reasons.

Is the overall project proceeding in line with your grant agreement?

If no, identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.

Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?

If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

### Attachments

- a. Attach any agreed evidence required with this report to demonstrate project progress.
- b. Attach copies of any published reports and promotional material, relating to the project.

### Declaration

You must ensure an authorised person completes the report and can certify the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).



- The activities undertaken and the expenditure incurred is in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

## Appendix 3

### Independent audit report

#### Background

These templates assist Grantees (and their auditors) to understand the audit requirements under a Commonwealth grant agreement administered by the Department of Industry, Science, Energy and Resources. For further information contact us on 13 28 46 or at [business.gov.au](mailto:business.gov.au).

When an independent audit report is required under our grant agreements the Grantee must provide us with:

- a statement of grant income and expenditure against the expenditure categories under the grant agreement (attachment A)
- an independent audit report on the statement of grant income and expenditure (attachment B)
- certification of certain matters by the auditor (attachment C).

You can find additional information on the grant opportunity relevant to your grant at [business.gov.au](http://business.gov.au) or by calling us on 13 28 46.

#### Eligible expenditure

Advice on eligible expenditure for projects under the grant opportunity can be found in grant opportunity guidelines. These guidelines are revised from time to time and therefore more than one version of the document may exist. The relevant guidelines are those that were effective at the time the Grantee's application was accepted.

It is essential that Grantees and their auditors understand the eligible expenditure requirements because these determine whether, and the extent to which, certain costs are reportable and claimable.

The amount of grant funding we approve is based on the Grantee's estimated eligible expenditure, as provided in their application. However, the grant funding any Grantee is ultimately entitled to receive is determined against actual eligible expenditure incurred and paid for on the project. The grant amount specified in the grant agreement is the **maximum** amount the Grantee may be paid.

The expenditure reported in the 'statement of grant income and expenditure' at attachment A must represent actual 'eligible expenditure' paid on the project during that period.

## Attachment A – Statement of grant income and expenditure

Grant opportunity name	[grant opportunity name]
Project number	[project number]
Grantee	[organisation]
Project title	[project title]
Reporting period start date	[project start date or other reporting period start date]
Reporting period end date	[project end date or other reporting period end date]

This statement of grant income and expenditure must be prepared by the Grantee and contain the following:

- Statement of funds, Grantee contributions and other financial assistance\*
- Statement of eligible expenditure\*
- Notes to the statement of eligible expenditure, explaining the basis of compilation
- Certification by directors of the Grantee
- \*We will compare this information to that detailed in the grant agreement.

### 1. Statement of funds, Grantee contributions and other financial assistance

Complete the following table for all cash [and in-kind] contributions for your project for the period in question, including

- the grant
- other government funding
- your own contributions
- partner or other third party contributions
- any additional private sector funding.

Insert rows as required.

Contributor	Cash amount (GST excl)	[Estimated in-kind amount (GST excl)]	Total (GST excl)
Grant	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Grantee	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Total	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]

For Official Use Only

## 2. Statement of eligible expenditure

You must provide detail of the eligible expenditure that has been incurred and paid for during the reporting period in the 'Statement of eligible expenditure' spreadsheet.

Comment on any variance between the expenditure items and amounts detailed in the grant agreement and the actual items and amounts detailed in the attached statement of eligible expenditure.

[enter details]

## 3. Note to the statement of eligible expenditure

### 3.1 Eligible expenditure

The eligible expenditure as reported in the statement of eligible expenditure is in accordance with the grant opportunity guidelines.

### 3.2 Basis of compilation

This statement of eligible expenditure has been prepared to meet the requirements of the grant agreement between [enter Grantee name] and the Commonwealth represented by the Department of Industry, Science, Energy and Resources. Significant accounting policies applied in the compilation of the statement of grant income and expenditure include the following:

[enter details]

For Official Use Only

4. Certification by directors [if not director, replace with appropriate equivalent]

[Grantee name]

[Project number]

For the period [dd/ mm/yyyy] to [dd/ mm/yyyy]

We confirm that, to the best of our knowledge and believe, having made such enquiries as we considered necessary for the purpose of appropriately informing ourselves:

**Statement of grant income and expenditure**

- a. We have fulfilled our responsibilities for the preparation of the statement of grant income and expenditure in accordance with the cash basis of accounting and the terms of the grant agreement with the Commonwealth, represented by the Department of Industry, Science, Energy and Resources dated [enter date]; in particular, the statement of grant income and expenditure presents fairly in accordance therewith.
- b. All events subsequent to the date of the statement of grant income and expenditure which require adjustment or disclosure so as to present fairly the statement of grant income and expenditure, have been adjusted or disclosed.
- c. [Where applicable] The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the statement of grant income and expenditure as a whole. A list of the uncorrected misstatements is attached to this representation letter.
- d. That all Grantee contributions and other financial assistance were spent for the purpose of the project and in accordance with the grant agreement and that the Grantee has complied with the grant agreement and relevant accounting policies.
- e. That salaries and allowances paid to persons involved in the project are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations.

Signature .....

Name [enter name]

Director

Date [dd/mm/yyyy]

Signature .....

Name [enter name]

Director

Date [dd/mm/yyyy]

For Official Use Only

### 5. For Auditor use only

I certify that this statement of grant income and expenditure is the one used to prepare my independent audit report dated [enter date] for the Department of Industry, Science, Energy and Resources.

Signature .....

Name [enter name]

Position [enter position]

Auditor's employer [enter employer name]

Date [dd/mm/yyyy]

For Official Use Only

## Attachment B - Independent audit report

### Background for auditors

The purpose of the independent audit report is to provide us with an auditor's opinion on the Grantee's statement of grant income and expenditure. The statement of grant income and expenditure is prepared by the Grantee to correspond with the expenditure reported to the department by the Grantee for the same period, in the process of claiming grant payments.

The independent audit report must be prepared by a person who is an approved auditor.

An approved auditor is a person who is:

- a. registered as a company auditor under the *Corporations Act 2001* or an appropriately qualified member of Chartered Accountants Australia and New Zealand, or of CPA Australia or the Institute of Public Accountants; and
- b. not a principal, member, shareholder, officer, agent, subcontractor or employee of the Grantee or of a related body corporate or a Connected Entity.

The audit should be undertaken and reported in accordance with Australian Auditing Standards.

The independent audit report must follow the required format and include any qualification regarding the matters on which the auditor provides an opinion. We may follow up any qualifications with the Grantee or auditor. The independent audit report must be submitted on the auditor's letterhead.

Auditors must comply with the professional requirements of Chartered Accountants Australia and New Zealand, CPA Australia and the Institute of Public Accountants in the conduct of their audit.

If the auditor forms an opinion that the statement of grant income and expenditure does not give a true and fair view of the eligible expenditure for the period, the independent audit report should be qualified and the error quantified in the qualification section of the independent audit report.

The required independent audit report format follows.

For Official Use Only

## Auditor's report

Independent audit report in relation to [Grantee name]'s statement of grant income and expenditure to the Commonwealth, represented by the Department of Industry, Science, Energy and Resources (the department).

We have audited:

- a. the accompanying statement of grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy], a summary of significant accounting policies and other explanatory information, and management's attestation statement thereon (together "the financial statement"). The financial statement has been prepared by management using the cash basis of accounting described in note 3.2 to the financial statement; and
- b. [Grantee name]'s compliance with the terms of the grant agreement between [Grantee name] and the Commonwealth dated [date of agreement] for the period [dd/mm/yyyy] to [dd/mm/yyyy] (the grant agreement).

We have:

- a. reviewed [Grantee name]'s statement of labour costs in support of its claim of eligible expenditure; and
- b. performed limited assurance procedures on [Grantee name]'s statement of employee numbers under the grant agreement].

### *Management's responsibility*

Management is responsible for:

- a. the preparation and fair presentation of the financial statement in accordance with the basis of accounting described in note 3.2, this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statement in accordance with the grant agreement;
- b. compliance with the terms of the grant agreement;
- c. the preparation of the statement of employee numbers and labour costs in support of eligible expenditure; and
- d. such internal control as management determines is necessary to:
  - i enable the preparation of the financial statement and the statement of [employee numbers and ]labour costs that are free from material misstatement, whether due to fraud or error; and
  - ii enable compliance with the terms of the grant agreement.

### *Auditor's responsibility*

Our responsibilities are:

- a. To express an opinion, based on our audit, on:
  - i the financial statement; and
  - ii [Grantee name]'s compliance, in all material respects, with the terms of the grant agreement; and



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- b. To conclude based on:
  - i our review procedures, on the statement of labour costs; and
  - ii our limited assurance procedures on the statement of employee numbers.

We conducted our audit of the financial statement in accordance with Australian Auditing Standards; our audit of compliance with the grant agreement in accordance with ASAE 3100, our review of the statement of labour costs in accordance with ASRE 2405; and our limited assurance procedures on employee numbers in accordance with ASAE 3000. The applicable Standards require that we comply with relevant ethical requirements and plan and perform our work to:

- a. obtain reasonable assurance about whether the financial statement is free from material misstatement and that [Grantee name] has complied, in all material respects, with the terms of the grant agreement; and
- b. obtain limited assurance as to whether anything has come to our attention that causes us to believe that the statements of employee numbers and labour costs are materially misstated.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement and about the Grantee's compliance with the grant agreement. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Grantee's preparation and fair presentation of the financial statement, and to the Grantee's compliance with the grant agreement, in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Grantee's internal control. An audit also includes evaluating the appropriateness of accounting policies used by management, as well as evaluating the overall presentation of the financial statement.

A review consists of making enquiries and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Auditing Standards and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion on the statement of labour costs.

A limited assurance engagement undertaken in respect of the statement of employee numbers, in accordance with ASAE 3000 involves [level of detail about procedures to be determined by the auditor]. The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement; and consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion, review and limited assurance conclusions.

### *Opinion*

In our opinion:

- a. the financial statement presents fairly, in all material respects, the grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy] in accordance with the cash basis of accounting described in note 3.2 and the terms of the grant agreement, dated [date of agreement], with the Commonwealth; and

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- b. [Grantee name] has complied, in all material respects, with the requirements of the grant agreement between the organisation and the Commonwealth dated [date of agreement], for the period [dd/mm/yyyy] to [dd/mm/yyyy].

*Basis of Accounting and Restriction on Distribution*

Without modifying our opinion, we draw attention to note 3.2 to the financial statement, which describes the basis of accounting. The financial statement is prepared to provide information to the department in accordance with the grant agreement, dated [date of agreement]. As a result, the financial statement may not be suitable for another purpose.

*Use of Report*

This report has been prepared for [Grantee name] and the department in accordance with the requirements of the grant agreement between [Grantee name] and the Commonwealth, dated [date of agreement]. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than [Grantee name] and the department, or for any purpose other than that for which it was prepared.

*Conclusions*

Based on:

- a. Our review, which is not an audit, nothing has come to our attention that causes us to believe that the statement of labour costs in the period [dd/mm/yyyy] to [dd/mm/yyyy] is not, in all material respects, fairly presented in accordance with the grant agreement dated [date of agreement] with the Commonwealth; and
- b. The procedures we have performed and the evidence we have obtained, nothing has come to our attention that causes us to believe that the statement of employee numbers as at [dd/mm/yyyy] is not prepared, in all material respects, in accordance with the grant agreement dated [date of agreement] with the Commonwealth].

Auditor's signature .....

Name [enter name]

Auditor's employer [enter employer name]

Employer's address [enter address]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]

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## Attachment C - Certification of certain matters by the auditor

The department also requires a certification of certain matters by the auditor in addition to the independent audit report. This should be submitted with the statement of grant income and expenditure and independent audit report.

The auditor who signs this certification must also initial and date a copy of the Grantee's statement of eligible expenditure. The department will not accept an independent audit report that lacks this attachment.

The required format of certification is on the following page.

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[print on auditor letterhead]

[addressee]

Department of Industry, Science, Energy and Resources  
GPO Box 2013  
Canberra ACT 2601

I understand that the Commonwealth, represented by the Department Industry, Science, Energy and Resources and [Grantee name] have entered into a grant agreement for the provision of financial assistance under the [grant opportunity name] to the Grantee for the project. A condition of funding under the grant agreement is that the Grantee provides a statement of grant income and expenditure certifying that expenditure on approved project items has been incurred within the relevant audit period and paid in accordance with the grant opportunity guidelines, and is supportable by appropriate documentation.

In fulfilment of the condition, I hereby certify that:

- a. I am a member of Chartered Accountants Australia and New Zealand/ CPA Australia/ the Institute of Public Accountants (as a Public Practice Certified Member).
- b. I have prepared the independent audit report on [Grantee name]'s, statement of grant income and expenditure in accordance with the details of the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy].
- c. I have reviewed the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy], and related grant opportunity guidelines and understand the requirements pertaining to financial reporting and eligible expenditure contained therein.
- d. I have signed the attached copy of [Grantee name]'s statement of eligible expenditure that I used to prepare the independent audit report.
- e. I have complied with the professional independence requirements of Chartered Accountants Australia and New Zealand/ CPA Australia/the Institute of Public Accountants. I specifically certify that I:
  - i am not, and have not been, a director, office holder, or employee of [Grantee name] or related body corporate of [Grantee name]
  - ii have not been previously engaged by [Grantee name] for the purpose of preparing their [grant opportunity name] application or any report required under the grant agreement
  - iii have no financial interest in [Grantee name].

Signature .....

Name [enter name]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]



Australian Government  
Department of Industry,  
Innovation and Science

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# Commonwealth Standard Grant Agreement

between the Commonwealth represented by

**Department of Industry, Innovation and Science**

and

**NATIONAL AERIAL FIREFIGHTING CENTRE**

Commonwealth Standard Grant Agreement

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## Grant Agreement NAFP000002

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

### Parties to this Agreement

#### The Grantee

<b>Full legal name of Grantee</b>	NATIONAL AERIAL FIREFIGHTING CENTRE
<b>Legal entity type (e.g. individual, incorporated association, company, partnership, etc)</b>	Company
<b>Trading or business name</b>	NATIONAL AERIAL FIREFIGHTING CENTRE
<b>Any relevant licence, registration or provider number</b>	Not applicable
<b>Australian Business Number (ABN) or other entity identifiers</b>	96105736392
<b>Australian Company Number (ACN)</b>	105736392
<b>Registered for Goods and Services Tax (GST)?</b>	Active
<b>Date from which GST registration was effective?</b>	Not applicable
<b>Registered office - physical</b>	L 1 340 Albert St EAST MELBOURNE VIC 3002 Australia
<b>Registered Office - postal</b>	L 1 340 Albert St EAST MELBOURNE VIC 3002 Australia
<b>Relevant business place (if different)</b>	
<b>Telephone</b>	0394195252
<b>Email</b>	admin@NAFC.org.au

#### The Commonwealth

The Commonwealth of Australia represented by the  
Department of Industry, Innovation and Science  
of 10 Binara Street CANBERRA ACT 2600  
ABN 74 599 608 295

### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the Activity in accordance with this Agreement and the relevant Grant Details.

## Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to the Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.



## Grant Details NAFP000002

### A. Purpose of the Grant

This Grant is being provided as part of the National Aerial Firefighting Program.

The program facilitates the lease of a fleet of highly specialised firefighting aircraft that are readily available for use by State and Territory emergency service and land management agencies across Australia.

### B. Activity

The Activity is made up of your Project and all eligible project activities as specified in these Grant Details.

#### Project title

National Aerial Firefighting Program

#### Project scope and description

NAFC will provide aircraft for aerial firefighting within Australia during the period 2018-19 to 2020-21, which will support the national coordination of leasing and sharing of aerial firefighting resources between jurisdictions.

In undertaking the Activity, the Grantee must comply with the requirements of the Grant Opportunity Guidelines (as in force from time-to-time).

You must notify us about events relating to the Project and provide an opportunity for the Minister or their representative to attend.

### C. Duration of the Grant

The Activity starts on 01 July 2018 and ends 160 days after project end date.

#### Activity Schedule

The project starts on 01 July 2018 (project start date) and ends 30 June 2021 (project end date).

### D. Payment of the Grant

The total amount of the Grant is \$44,790,000 (plus GST if applicable).

The Grant will be provided at up to 100 per cent of eligible expenditure as defined in the Grant Opportunity Guidelines subject to satisfactory progress towards milestones and availability of Program funds.

The Grant will be paid in accordance with clause ST2.

The Grant will be paid according to the following schedule. Payments are subject to satisfactory progress on the Project and compliance by the Grantee with its obligations under this Agreement.

Payment event	Payment amount (GST excl)	Payment date

Initial payment	\$7,406,500	16 September 2018
Progress Payment	\$7,406,500	31 January 2019
Progress Payment	\$7,491,500	30 September 2019
Progress Payment	\$7,491,500	31 January 2020
Progress payment	\$7,497,000	30 September 2020
Progress payment	\$5,297,000	31 January 2021
Final Payment	\$2,200,000	30 June 2021
<b>Total</b>	\$44,790,000	

### Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

## E. Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the Reporting Templates (Schedule 2).

Report Type	Period start date	Period end date	Agreed evidence	Due date
Progress Report	01 July 2018	31 March 2019	Aircraft activity statement and Expenditure and use summary	15 April 2019
Progress Report with Audit	01 July 2018	30 June 2019	Independent audit report	15 September 2019
Progress Report	01 July 2019	31 March 2020	Aircraft activity statement and Expenditure and use summary	15 April 2020
Progress Report with Audit	01 July 2019	30 June 2020	Independent audit report	15 September 2020
Progress Report	01 July 2020	31 March 2021	Aircraft activity statement and Expenditure and use summary	15 April 2021
End of Project Report	01 July 2020	30 June 2021	Independent audit report	15 September 2021

During the Agreement period, we may ask you for ad-hoc reports on your project. You must provide these reports in the timeframes notified by the Commonwealth.

## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	s22
Position	Legal Counsel
Postal/physical address(es)	Level 1 340 Albert St EAST MELBOURNE VIC 3002
Business hours telephone	s22
E-mail	s22

### Commonwealth representative and address

Name of representative	s22
Position	
Postal address	GPO Box 2013 CANBERRA ACT 2601
Business hours telephone	03 9268 7573
E-mail	btb@industry.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

## G. Activity Material

Not applicable

## Supplementary Terms

### ST1. Other contributions

Not applicable

### ST2. Activity budget

ST2.1 The Grantee agrees to use the Grant [and any Other Contributions] and undertake the Activity consistently with the activity budget in the following table:

Head of expenditure				Financial year												
<table border="1"> <thead> <tr> <th>Head of Expenditure</th> <th>Cost Type</th> <th>Eligible Cost</th> <th>Project Cost</th> </tr> </thead> <tbody> <tr> <td>Eligible expenditure</td> <td>Cost of leasing aircraft</td> <td>\$14,813,000</td> <td>\$14,813,000</td> </tr> <tr> <td></td> <td><b>Total</b></td> <td><b>\$14,813,000</b></td> <td><b>\$14,813,000</b></td> </tr> </tbody> </table>				Head of Expenditure	Cost Type	Eligible Cost	Project Cost	Eligible expenditure	Cost of leasing aircraft	\$14,813,000	\$14,813,000		<b>Total</b>	<b>\$14,813,000</b>	<b>\$14,813,000</b>	2018/19
				Head of Expenditure	Cost Type	Eligible Cost	Project Cost									
				Eligible expenditure	Cost of leasing aircraft	\$14,813,000	\$14,813,000									
					<b>Total</b>	<b>\$14,813,000</b>	<b>\$14,813,000</b>									
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				Head of Expenditure	Cost Type	Eligible Cost	Project Cost									
				Eligible expenditure	Cost of leasing aircraft	\$14,983,000	\$14,983,000									
					<b>Total</b>	<b>\$14,983,000</b>	<b>\$14,983,000</b>									
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				Head of Expenditure	Cost Type	Eligible Cost	Project Cost									
				Eligible expenditure	Cost of leasing aircraft	\$14,994,000	\$14,994,000									
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				Head of expenditure	Cost type	Eligible cost	Project cost									
				Eligible expenditure	Cost of leasing aircraft	\$44,790,000	\$44,790,000									
					<b>Total</b>	<b>\$44,790,000</b>	<b>\$44,790,000</b>									

Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

ST2.2 Subject to sufficient appropriation being available, the Grant will be paid up to the Annual Capped Amounts over the financial years specified in the following table.

#### Annual Capped Amounts

Financial Year	Annual capped amount (GST excl)
2018/19	\$14,813,000
2019/20	\$14,983,000
2020/21	\$14,994,000
<b>Total amount (all financial years)</b>	<b>\$44,790,000</b>

ST2.3 The Commonwealth is not required to make a payment if it would result in the amount paid in a financial year exceeding the Annual Capped Amount for that financial year specified in the table under clause ST2.2.

ST2.4 In accordance with the activity budget under clause ST2.1, the Annual Capped Amounts may not be exceeded unless the Commonwealth specifically approves an increase of that amount under clause ST2.7.

ST2.5 Subject to this clause, the Grantee may reallocate expenditure in respect of categories of expenditure in the activity budget, provided it does not materially change the Activity, any Milestone(s) set out in this Agreement, or cause the Grantee to be in breach of any of its obligations under this Agreement.

ST2.6 The Grantee must give the Commonwealth by:

- (a) 1 February each financial year; or
- (b) at any time the Grantee wishes to request a variation to any one or more of the Annual Capped Amounts; or
- (c) if otherwise requested by the Commonwealth,

a revised activity budget in a form acceptable to the Commonwealth. The revised Activity Budget must clearly identify any proposed changes, including of any proposed changes to the Annual Capped Amounts, and explain the reasons for the proposed changes.

ST2.7 The Commonwealth may, at its discretion, approve or reject a revised activity budget provided under clause ST2.6 and/or any proposed changes to the Annual Capped Amounts. The Commonwealth's approval may be granted subject to conditions.

ST2.8 If a revised activity budget and any proposed changes to the Annual Capped Amounts are approved by the Commonwealth, then it will become the activity budget and, if relevant, the Annual Capped Amounts will be adjusted accordingly.

### ST3. Intellectual property in Activity Material

Not applicable

### ST4. Access/monitoring/inspection

ST4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:

- (a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
- (b) permission to inspect and take copies of any Material relevant to the Activity.

ST4.2 The Auditor-General and any information officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause ST4.1.

ST4.3 This clause ST4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

## ST5. Equipment and assets

Not applicable

## ST6. Specified personnel

Not applicable

## ST7. Relevant qualifications, checks, licences or skills

Not applicable

## ST8. Commonwealth material

Not applicable

## ST9. Jurisdiction

ST9.1 This Agreement is governed by the law of the Australian Capital Territory.

## ST10. Grantee trustee of trust

ST10.1 In this Agreement, Trust means the trust specified in the Parties to the Agreement section of this Agreement.

ST10.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust; and
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and
- (c) it has entered into this Agreement for the proper administration of the Trust; and
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

## ST11. Fraud

ST11.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

ST11.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

ST11.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

ST11.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause ST11.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

ST11.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

ST11.6 This clause survives the termination or expiry of the Agreement.

## ST12. Step-in rights

Not applicable

## ST13. Grant administrator

Not applicable

## ST14. Management Adviser

Not applicable.

## ST15. Indemnities

ST15.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

ST15.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

## ST16. Compliance with legislation

ST16.1 In this Agreement:

**Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority

ST16.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

ST16.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

ST16.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- (a) Not applicable

## ST17. Work health and safety

ST17.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.



ST17.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause ST17.1.

ST17.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

## ST18. Transition

ST18.1 If the Agreement is reduced in its scope or terminated under clause 19, the Grantee must at its own expense cooperate and give assistance as directed by the Commonwealth to enable the transition of some or all of the Activity to the Commonwealth or a third party nominated by the Commonwealth (**Successor**).

ST18.2 The assistance to be provided under clause ST18.1 may include, amongst other things:

- (a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity;
- (b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;
- (c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;
- (d) transferring to the Commonwealth or any Successor:
  - (i) Activity Material specified in the Grant Details;
  - (ii) Assets purchased with the Grant; and
  - (iii) Records maintained under clause 12.1;
- (e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- (f) assigning or licensing Intellectual Property Rights in Reporting Material, and any Activity Material specified in the Grant Details, to the Commonwealth or any Successor on terms acceptable to the Commonwealth;
- (g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to above; and
- (h) any other matter specified in the Grant Details.

ST18.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

## ST19. Corporate Governance

ST19.1 The Grantee warrants that nothing in its constitution conflicts with its obligations under this Agreement.

ST19.2 The Grantee agrees to provide a copy of its constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's constitution, structure or management.

## ST20. Counterparts

ST20.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

## Schedule 1: Commonwealth Standard Grant Conditions

### 1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

### 2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay the withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

### 3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

### 4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice

given in accordance with this clause.

## 5. Relationship between the Parties

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

## 6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

## 7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement, neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

## 8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

## 9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;

- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoices for any taxable supplies it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

## 10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within 60 days after the Project End Date [and at least every 12 months during the term of the Agreement], the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.

10.3 The reports under clause 10.2 must be audited by:

- (a) a Registered Company Auditor registered under the *Corporations Act 2001* (Cth); or
- (b) a certified Practising Accountant; or
- (c) a member of the Institute of Public Accountants; or
- (d) a member of Chartered Accountants Australia and New Zealand;

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

## 11. Repayment

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity

then the Commonwealth may, by written notice:

- (c) require the Grantee to repay that amount to the Commonwealth;
- (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

- (a) the Grantee must do so within the time period specified in the notice;
- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and

- (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

## 12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records that:

- (a) detail and document the conduct and management of the Activity;
- (b) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable;
- (c) enable all receipts and payments related to the Activity to be identified and reported.

12.2 The Grantee agrees to keep the records for five years after the Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

## 13. Reporting and liaison

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

- (a) liaise with and provide information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions, or monitoring requirements,

in relation to the Activity.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s) specified in the notice.

13.4 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

## 14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause;
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

14.2 In carrying out the Activity, the Grantee agrees not to send any Personal Information outside of Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

## 15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

## 16. Insurance

16.1 The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

## 17. Intellectual property

17.1 The Grantee owns the Intellectual Property Rights in Material created by the Grantee as a result of undertaking the Activity.

17.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.3 The licence in clause 17.2 does not apply to Activity Material.

17.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

## 18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any independent third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

## 19. Reduction, Suspension and Termination

### 19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

### 19.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Agreement (including expenditure of the Grant); and/or
- (e) require that the non-compliance be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or
- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.



### 19.3 Termination for fault

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2(b) applies
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

## 20. Cancellation or reduction for convenience

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that reduction or cancellation; and
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the

Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

## 21. Survival

21.1 The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- Clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 (Definitions);
- ST4 (Access/monitoring/inspection);
- ST15 (Indemnities); and
- any other clause which expressly or by implication from its nature is meant to survive.

## 22. Definitions

22.1 In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988* (Cth).
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Standard Grant Conditions** means this document.

- **Commonwealth Purposes** includes the following:
  - (a) the Commonwealth verifying and assessing funding proposals, including a grant application;
  - (b) the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - (c) the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement;
  - (d) the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;but in all cases:
  - (e) excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned on that money.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968* (Cth)).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988* (Cth).
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in this Agreement, including the Grant Details, and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

## Signatures

Executed as an agreement:

### Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Innovation and Science

<b>Name</b>	s22
<b>Position</b>	Deputy State Manager
<b>Date</b>	14 September 2018

### Grantee

<b>Full legal name of the Grantee</b>	NATIONAL AERIAL FIREFIGHTING CENTRE ABN:96105736392
<b>Name of Authorised Representative</b>	s22
<b>Date</b>	14 September 2018

## Schedule 2 Reporting templates

### Appendix 1

#### National Aerial Firefighting Program - Reporting requirements

You will need to provide the following information in your reports in line with Section E of the grant agreement. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your reports on the portal.

#### 1. Aircraft Activity Statement

You must provide an annual Aircraft Activity Statement, updating all activities undertaken during the reporting year. You will need to complete this statement outside the portal and upload the document as an attachment. We will provide you with a template.

<b>Liabe Member</b>	<b>NAFC Service Reference / ID</b> (e.g. "Service A")	<b>Aircraft Type</b> (e.g. "AS350B" or "Bell 212")	<b>Aircraft Callsign</b> (e.g."Helitak 123")	<b>Aircraft Contractor</b>	<b>Aircraft Registration</b> (e.g. "VH-ABC" or "N123AB")	<b>Nominated Operational Base (NOB)</b>
ACT						
NT						
State of NSW						

<b>Liabe Member</b>	<b>NAFC Service Reference / ID</b> (e.g. "Service A")	<b>Aircraft Type</b> (e.g. "AS350B" or "Bell 212")	<b>Aircraft Callsign</b> (e.g."Helitak 123")	<b>Aircraft Contractor</b>	<b>Aircraft Registration</b> (e.g. "VH-ABC" or "N123AB")	<b>Nominated Operational Base (NOB)</b>
State of Qld						
State of SA						
State of Vic						
State of WA						

## 2. Expenditure and Use Summary

You must provide an annual Expenditure and Use Summary to show total expenditure and use incurred on the project during the reporting year by state or territory. You will need to complete this table outside the portal and upload the document as an attachment. We will provide you with a template.

All expenditure should be GST inclusive, less GST credits you can claim. We may ask you to provide evidence of costs incurred.

<b>Liabe Member</b>	<b>Daily standing charge</b> <i>(normal contract DSC applicable during period covered)</i>	<b>No. days/part days aircraft required to be available this period</b>	<b>No. days/part days aircraft unavailable during this period</b> <i>(unavailable when otherwise would have been required)</i>	<b>Total standing charges due to contractor for this period ex GST</b> <i>(“net” - having deducted unavailable days)</i>	<b>Total number of activations for this period</b> <i>(separate deployments, as per Activation Summary, over)</i>	<b>Total operating hours this period</b> <i>(include chargeable hours only)</i>	<b>Total operating charges this period</b> <i>(due to Contractor)</i>	<b>Copy of aircraft flight operations returns held by agency</b>
ACT								
NT								
State of NSW								
State of Qld								
State of SA								
State of Vic								
State of WA								

<b>Liabe Member</b>	<b>Daily standing charge</b> <i>(normal contract DSC applicable during period covered)</i>	<b>No. days/part days aircraft required to be available this period</b>	<b>No. days/part days aircraft unavailable during this period</b> <i>(unavailable when otherwise would have been required)</i>	<b>Total standing charges due to contractor for this period ex GST</b> <i>(“net” - having deducted unavailable days)</i>	<b>Total number of activations for this period</b> <i>(separate deployments, as per Activation Summary, over)</i>	<b>Total operating hours this period</b> <i>(include chargeable hours only)</i>	<b>Total operating charges this period</b> <i>(due to Contractor)</i>	<b>Copy of aircraft flight operations returns held by agency</b>
<b>Total</b>								

You must tell us if the project expenditure is broadly in line with the Activity Budget in the grant agreement?

If no, explain the reasons.

### 3. Independent Audit Report

A template and related guidance for this report will be available on <http://www.business.gov.au> and GrantsConnect.

### Bank account details

You must tell us if your bank account details have changed since your last payment?

If yes, we will provide you with a form to complete your new bank account details.

### Certification

You must ensure an authorised person completes the report and can certify the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).



- The activities undertaken and the expenditure incurred is in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.



Australian Government

Department of Industry, Science and Resources

## Deed of Variation

Australasian Fire and Emergency Service Authorities Council  
Limited

NAFP000002

### Details

#### Parties

The parties to this deed of variation including any schedules and annexures ("Deed") are the parties to the grant agreement with number NAFP000002 executed on 14/09/2018 under Australasian Fire and Emergency Service Authorities Council Limited as varied from time to time ("Grant Agreement").

#### Definition

Unless otherwise specified or the context otherwise requires, terms that are defined in the Grant Agreement have the same meaning in this Deed.

### Background

The Commonwealth and the Grantee have agreed to vary the terms of the Grant Agreement in accordance with this Deed.

### Operative clauses

1. On and with effect from the date the last party signs this Deed, the Grant Agreement is varied as set out in Schedule 1 to this Deed.
2. The parties confirm all other provisions of the Grant Agreement as previously varied as indicated at Schedule 2 and, subject only to the amendments contained in this Deed, the Grant Agreement remains in full force and effect.
3. This Deed and the Grant Agreement as previously varied as indicated at Schedule 2, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Grant Agreement.
4. This Deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Deed by signing any counterpart.
5. This Deed is governed by the laws of the Australian Capital Territory.
6. Each party will pay their own costs associated with this Deed.

For Official Use Only

### Signatures

Executed as a deed:

#### Commonwealth

Executed as a deed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Science and Resources by:

Name (print)	s22 [Redacted]
Position (print)	STATE MANAGER VICTORIA s22 [Redacted]
Signature and date	[Redacted] 28/02/2023
Witness name (print)	s22 [Redacted]
Signature and date	s22 [Redacted] 28/2/2023

#### Grantee

Executed as a deed for and on behalf of Australasian Fire and Emergency Service Authorities Council Limited by its authorised representative:

Name of company	Australasian Fire and Emergency Service Authorities Council Limited ABN 52060049327 ACN 060049327
Name and position of authorised representative (print)	s22 [Redacted] CEO AFAC
Signature and date	s22 [Redacted] 24/2/23
Witness name (print)	s22 [Redacted]
Signature and date	s22 [Redacted]

For Official Use Only

## Schedule 1 - Variation to Grant Agreement

### 1. The Grant Details are varied

a. Clause B, Activity is varied by deleting the clause and replacing it with the following:

#### **Project scope and description**

Clause B is varied to enable final expenditure remaining from 2020/21 of \$848,732 in total as per the following agreed activities:

- s47G ARENA Project
- Risk & Resource Model project

*Final extension - no further extension will be entered into. If not fully expended by 30 June 2023 any remaining unexpended funding will need to be refunded.*

b. Clause C, Activity Completion Date is varied by deleting 30/06/2022 and replacing it with 30/06/2023

c. Clause E is varied by deleting the clause and replacing it with the following:

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the reporting requirements.

Report type	Period start date	Period end date	Agreed evidence	Due date
End of Project Report	1/07/2022	30/06/2023	Independent audit report	30/09/2023

During the Agreement period, the Commonwealth may ask the Grantee for ad-hoc reports on the project. The Grantee must provide these reports in the timeframes notified by the Commonwealth.

For Official Use Only

## Schedule 2 – Previous amendments to the Grant Agreement

The Grant Agreement has been previously amended as set out below:

- **Variation contract executed on 03 December 2021** - Extend End of Project Date from 30 June 2021 to 30 June 2022 including reporting requirement due 30 September 2022
- **System generated Variation on 07 June 2021** - Final report due to September disconnected from final payment to enable standalone final payment to be made in 20/21
- **Variation contract executed on 27 October 2020** - Extension of funds to include top up amount of \$11 million as approved by the Department of Home Affairs.
- **Variation contract executed on 05 January 2020** - Extension of program funds by \$31 million which was approved by the Department of Finance
- **Deed of Novation executed on 09 May 2019** – change of entity name
- **Variation contract executed on 19 December 2018** – extension of funds to include top up of \$11m – approved by Dept of Finance





**Australian Government**  
**Department of Home Affairs**

**Submission**  
For decision

PDMS Ref. Number MS18-001836

**To** Assistant Minister for Home Affairs

**Subject** National Aerial Firefighting Programme - Grant Guidelines

**Timing** *By 3 September 2018 to allow progression of the Funding Agreement following approval by the Minister for Finance before the 2018-19 bushfire season. This has been discussed with Minister Dutton's office.*

**Recommendations**

That you:

- 1. Approve the Guidelines for the National Aerial Firefighting Programme at **Attachment A**, Approved / ~~Not approved~~
- 2. Note the Risk Assessment for the National Aerial Firefighting Programme at **Attachment B**, Noted / ~~Please discuss~~
- 3. Sign the letter to the Minister for Finance notifying him of the release of the Guidelines at **Attachment C** Signed / ~~Not signed~~
- 4. Approve a grant to the National Aerial Firefighting Centre for the purpose of the National Aerial Firefighting Programme Approved / ~~Not approved~~

**Assistant Minister for Home Affairs**

s22



Date: 31/...8/2018

































## National Aerial Firefighting Program - program guidelines self-assessment risk analysis

### 1. Program details

s22



### 2. Discussion of key issues and implementation risks

The national coordination of resources and sharing of high cost aerial firefighting equipment between jurisdictions through NAFC has proven to be an effective means of channelling Australian Government funding towards a national approach to aerial firefighting. This is a longstanding program and there is broad government support of it.

### **3. Risk assessment**

This is considered to be a low risk program. This is an ongoing program where the Australian Government contributes a share of the funding with the State and Territory Governments. It ensures the sharing of aerial firefighting resources between emergency service and land management agencies throughout Australia.

### **4. Risk management**

The main risk is the failure to achieve the objectives and intent of the funding provided to NAFC. KPMG were engaged by the Attorney General's Department to develop an Assurance Mapping (Pilot) Final Report, dated November 2016, which included the NAFC - see below. We note that in its latest financial report, NAFC engaged Deloitte to provide an independent financial audit – this was a specific recommendation of the 2016 KPMG report. NAFC will continue to provide an activity report on the Programme twice a year.

Business Area / Function	Overview	Risks	Assurance Mechanisms Observed	Gaps / Limitations & Implications
<p><b>National Aerial Firefighting Centre (NAFC)</b>  <i>Assurance rating: moderate</i></p>	<p>The Department is committed to the funding assistance to NAFC to meet the costs of leasing Aircraft deployed within Australia to undertake aerial firefighting. NAFC was formed by the Australian Government and all States &amp; Territories in July 2003 to provide a cooperative national arrangement for combating bushfires. It achieves this by facilitating the coordination and leasing of a fleet of highly specialised firefighting aircraft that are readily available for use by State and Territory emergency services and land management agencies across Australia. Funding provided by the Department is subject to the terms and conditions laid out in the Funding Agreement with NAFC.</p>	<p>Failure to achieve the objectives &amp; intent of the funding provided to NAFC.</p>	<p><u>Management Reporting and Monitoring</u>                      NAFC reports biannually on progress achieved and compliance with the Funding Agreement. This information is reported to the Director General, Emergency Management Australia (DGEMA).  <u>External Assurance</u>                      NAFC is required to provide an annual audited statement of receipts and expenditure as well as annual declaration of compliance with the funding agreement.                      NAFC's financial statements are independently audited by a Chartered Accounting Firm.</p>	<p>NAFC progress reporting, including annual <i>Statement of Receipts and Expenditure</i>, provides assurance that objectives and intent of the funding provided are being met. However, NAFC has not sought an independent audit opinion over this annual statement as required under section 4.1.4 of Schedule 1 of the Funding Agreement. Independent review of progress reporting provided by NAFC would provide a higher level of assurance to the Department.                      Currently, the Department is instead relying upon the Audit Opinion issued over the NAFC Financial Statements. As a result, assurance received from progress reporting is lower than expected.</p>







Australian Government  
Department of Industry, Science,  
Energy and Resources  
Department of Home Affairs

## Grant Opportunity Guidelines

# National Aerial Firefighting Program – ad hoc grant to Australasian Fire and Emergency Service Authorities Council (ABN: 52 060 049 327)

<b>Commonwealth policy entity</b>	Department of Home Affairs
<b>Administering entity</b>	Department of Industry, Science, Energy and Resources
<b>Enquiries</b>	If you have any questions, contact us on NAFC@industry.gov.au
<b>Date guidelines released:</b>	14 October 2021
<b>Type of grant opportunity</b>	One off/ ad hoc

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## 1. About the grant

The purpose of the grant is to facilitate the lease of a fleet of highly specialised firefighting aircraft that are readily available for use by state and territory emergency service and land management agencies across Australia.

This national fleet complements aerial firefighting resources arranged directly by the state and territory Governments. The national fleet receives funding support from the Australian Government, via this Grant as well as state and territory Governments.

The objective of the grant opportunity is to:

- source a national Large Air Tanker (LAT), and
- support ongoing national coordination of leasing and sharing of aerial firefighting resources between jurisdictions.

The intended outcome of the grant opportunity is:

- increased access to highly specialised and effective aerial firefighting resources, whose cost might otherwise be out of reach of individual jurisdictions.

The Department of Industry, Science, Energy and Resources (the Department) will administer the grant on behalf of the Department of Home Affairs. We administer the grant according to the [Commonwealth Grants Rules and Guidelines](#) (CGRGs).<sup>1</sup>

## 2. Grant amount and grant period

The Australian Government will provide an initial grant up to \$92.1m over three years from 2021-22 to support sourcing and standing arrangements for a national LAT, and ongoing national coordination of leasing and sharing of aerial firefighting resources between jurisdictions. The grant funding is subject to change in line with indexation changes.

The Minister for Emergency Management may extend the grant period up to a maximum of five years to 30 June 2026, subject to the approval by the Department of Home Affairs, the Department of Industry, Science, Energy and Resources and the grantee.

## 3. Grant selection process

This grant opportunity is a one-off or ad hoc grant to the Australasian Fire and Emergency Service Authorities Council (AFAC), ABN 52 060 049 327.

The national coordination of resources and sharing of high cost aerial firefighting equipment between jurisdictions through AFAC who have absorbed and operate the National Aerial Firefighting Centre (NAFC) has proven to be an effective means of channelling Australian Government funding towards a national approach to aerial firefighting.

The National Aerial Firefighting Program enables increased access to highly specialised, costly resources which might otherwise be out of reach of individual jurisdictions. The arrangements, and role of AFAC, have enabled efficiencies to be gained on a national level through economies of scale and streamlined resources.

This grant opportunity is a one-off or ad hoc grant. The Department of Home Affairs considers that this is an appropriate type of selection process considering the nature of the grant is specifically dependent on a provider which can deliver:

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<sup>1</sup> <https://www.finance.gov.au/government/commonwealth-grants/commonwealth-grants-rules-guidelines>

- The national coordination of resources and sharing of high cost aerial firefighting equipment between jurisdictions which through Australasian Fire and Emergency Services Authorities Council (AFAC) has proven to be an effective means of channelling Australian Government funding towards a national approach to aerial firefighting.
- Increased access to highly specialised, costly resources which might otherwise be out of reach of individual jurisdictions.
- Arrangements which enable efficiencies to be gained on a national level through economies of scale and streamlined resources.

### 3.1. Eligibility criteria

The grantee is Australasian Fire and Emergency Service Authorities Council, ABN 52 060 049 327.

### 3.2. Who is not eligible?

You are not eligible to apply if:

- you or your project partner is listed on the National Redress Scheme’s website as an institution that has not joined or signified its intent to join the Scheme ([www.nationalredress.gov.au](http://www.nationalredress.gov.au))
- an employer of 100 or more employees that has not complied with the *Workplace Gender Equality Act (2012)*.

### 3.3. Eligible activities

To be eligible your project must:

- be aimed at supporting the availability of aircraft for aerial firefighting within Australia during the bushfire season

Eligible activities must include:

Eligible Activity	2021-22	2022-23	2023-24
1. Source a national LAT including procurement, contract management, lifecycle management, standing costs <ul style="list-style-type: none"> <li>• The LAT is to be held as a national resource – operational and prioritisation decisions are to be made with state and territory Commissioners and Fire Chiefs</li> <li>• Australian industry must be given the opportunity to bid for this capability – application and contract timeframes must be appropriate to enable this.</li> <li>• Public acknowledgement of Australian Government funding must be given in relation to any media/ announcements about the LAT.</li> </ul>			
	s47G		
2. Development of the National Aerial Risk Management Model			
	s47G		
3. Standing costs for a wide variety of aircraft types under contracts procured through the National Aerial Firefighting Centre (NAFC) procurement processes including LATs (excluding funding for sourcing a national LAT).  Public acknowledgement of Australian Government funding must be given in relation to any media/ announcements about the NAFC aircraft or aerial firefighting infrastructure that the Australian Government contributes funding, through this grant.			
Balance of funding after items 2, 4 and 5	s47G		

4.	<p>Research and development activities in NAFC at the discretion of the NAFC Strategic Committee and in consultation with Emergency Management Australia (EMA) including research into:</p> <ul style="list-style-type: none"> <li>• the efficacy of retardants manufactured in Australia</li> <li>• cost benefit analysis of aerial firefighting aircraft and use</li> <li>• the most effective strategies and delivery methods</li> </ul>
s47G	
5.	<p>Procurement and contract management activities required to conduct modern, efficient and effective aerial firefighting, including:</p> <ul style="list-style-type: none"> <li>• staffing of the procurement and contracting functions</li> <li>• further development and enhancement of the national registry of aircraft available for fire and emergency response (ARENA)</li> <li>• external legal and probity services regarding the conduct of procurement activities and advice on contract management issues, insurance matters and regulatory requirements</li> <li>• external supplementation of subject matter expertise in aerial firefighting, particularly regarding highly specialised sectors of the market such as specialist's intelligence gathering and remotely piloted technology.</li> </ul>
s47G	

\*amounts subject to change due to indexation changes

You can only spend grant funds on eligible expenditure you have incurred on an agreed project as defined in your grant agreement.

You must incur the project expenditure between the project start and end date for it to be eligible unless stated otherwise.

You cannot spend monies on anything outside of what has been identified as eligible activities unless you have written approval from the Australian Government.

We may also approve variations to the above or other activities related to this grant only with prior written agreement by both parties.

## 4. Assessment of proposal

The grant is subject to an acceptable proposal that includes:

- contact name and position details
- detailed project description and summary of outcomes
- project start and end date
- project budget (split over financial years)

In assessing your proposal, we will consider whether:

- your project aligns with the policy intent
- your project is appropriately costed and represents value with relevant money
- your proposed activities and expenditure are eligible
- the level of risk associated with the /project and its implementation is manageable and acceptable.

In addition you will need to demonstrate the following:

- consultation with Australian industry and industry associations regarding best practise and operational efficacy
- your procurement processes and practises should encourage Australian local industry participation to establish future sovereign aerial firefighting capability (but not at the expense of Australia obtaining the right capability). This may include the ability for selected Australian aerial firefighting industry to negotiate longer contract terms.

## 5. How to submit your proposal

You will need to set up an account to access our online portal. The portal allows you to apply for and manage a grant or service in a secure online environment. To submit your proposal, you must:

- complete an application through the portal
- provide all the information requested
- address all eligibility criteria
- include all necessary attachments.

You can view and print a copy of your submitted application on the portal for your own records.

You are responsible for making sure your application is complete and accurate. Giving false or misleading information is a serious offence under the *Criminal Code Act 1995* (Cth). If we consider that you have provided false or misleading information we may not progress your application. If you find an error in your application after submitting it, you should call us immediately on 13 28 46.

If we find an error or information that is missing, we may ask for clarification or additional information from you that will not change the nature of your application.

If you need further guidance around the application process, or if you have any issues with the portal, [contact us](#) at [business.gov.au](mailto:business.gov.au) or by calling 13 28 46.

## 6. Who will approve the grant?

The Minister responsible for Emergency Management will make the final decision to approve the grant taking into account the Minister's previous record in coordinating a cooperative national arrangement with State and Territory Governments to combat bushfires.

The Minister's decision is final in all matters, including:

- the grant approval
- the grant funding to be awarded
- any conditions attached to the offer of grant funding.

We cannot review decisions about the merits of your application.

The Minister must not approve grant funding if they reasonably consider the program funding across financial years will not accommodate the grant funding offer or if the application does not represent value for relevant money

## 7. Notification of the grant

We will advise you of the outcome of your application in an email.

## 8. Australian Industry Participation (AIP) plan

If your approved grant is equal to or over \$20 million, you may need to develop an Australian Industry Participation plan ('AIP plan') in accordance with the AIP policy. We will consider whether

you need to complete an AIP plan based on the nature of your project and opportunities for Australian suppliers to provide goods and services. If we determine that you require an AIP plan, the department must approve your AIP plan prior to entering into a grant agreement.

We will publish an executive summary of your approved AIP plan at [www.industry.gov.au/aip](http://www.industry.gov.au/aip) once we execute the grant agreement.

You must submit Implementation Reports showing how you are implementing the AIP plan.

More information on AIP plan requirements can be found at [www.industry.gov.au/aip](http://www.industry.gov.au/aip).

## 9. Grant agreement

You must enter into a legally binding grant agreement with the Australian Government. The grant agreement has general terms and conditions that cannot be changed.

We will manage the grant agreement through the portal. Accepting the agreement through the portal is the equivalent of signing a grant agreement. After you have accepted it we will execute the agreement. Execute means both you and the Australian Government have entered into the grant agreement. We will notify you when a copy of the executed agreement is available through the portal. The agreement will not become binding until it is executed.

We must execute a grant agreement with you before we can make any payments. You must not start any activities until a grant agreement is executed.

The approval of your grant may have specific conditions determined by the assessment process or other considerations made by the Minister. We will identify these in the offer of grant funding.

The Australian Government may recover grant funds if there is a breach of the grant agreement.

You will have 30 days from the date we notify you of your success to execute the grant agreement with the Australian Government. During this time, we will work with you to finalise details.

The offer may lapse if both parties do not accept the grant agreement within this time. Under certain circumstances, we may extend this period. We base the approval of your grant on the information you provide in your application. We will review any required changes to these details to ensure they do not affect the project as approved by the Minister.

### 9.1. Variations to the grant agreement

We recognise that unexpected events may affect project progress. In these circumstances, you can request a variation to your grant agreement.

If you want to propose changes to the grant agreement, you must put them in writing before the project end date.

### 9.2. Project specific legislation, policies and industry standards

You must comply with all relevant laws and regulations in undertaking your project. You must also comply with the specific legislation/policies/industry standards that follow. It is a condition of the grant funding that you meet these requirements. We will include these requirements in your grant agreement.

In particular, you will be required to comply with:

- State or territory legislation in relation to working with children
- other regulatory requirements



## 9.3. Tax obligations

If you are registered for the Goods and Services Tax (GST), where applicable we will add GST to your grant payment and provide you with a recipient created tax invoice. You are required to notify us if your GST registration status changes during the project period. GST does not apply to grant payments to government related entities<sup>2</sup>.

Grants are assessable income for taxation purposes, unless exempted by a taxation law. We recommend you seek independent professional advice on your taxation obligations or seek assistance from the [Australian Taxation Office](#). We do not provide advice on tax.

## 10. Grant acquittal, payment and reporting

### 10.1. How we pay the grant

We will make payments according to an agreed schedule set out in the grant agreement. Payments are subject to satisfactory progress on the project.

### 10.2. Keeping us informed

You should let us know if anything is likely to affect your project or organisation.

We need to know of any key changes to your organisation or its business activities, particularly if they affect your ability to complete your project, carry on business and pay debts due.

You must also inform us of any changes to your:

- name
- addresses
- nominated contact details
- bank account details.

If you become aware of a breach of terms and conditions under the grant agreement, you must contact us immediately.

You must notify us of events relating to your project and provide an opportunity for the Minister or their representative to attend.

### 10.3. Reporting

You must submit reports through the portal in line with the grant agreement and to the Department of Home Affairs-through Emergency Management Australia. We will provide the requirements for these reports as appendices in the grant agreement. We will remind you of your reporting obligations before a report is due. We will expect you to report on:

- progress against agreed project milestones
- project expenditure, including expenditure of grant funds

The amount of detail you provide in your reports should be relative to the project size, complexity and grant amount.

#### 10.3.1. Progress reports

Progress reports must:

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<sup>2</sup> See Australian Taxation Office ruling GSTR 2012/2 available at ato.gov.au



- include details of your progress towards completion of agreed project activities
- show the total eligible expenditure incurred to date
- include evidence of expenditure
- be submitted by the report due date (you can submit reports ahead of time if you have completed relevant project activities).

We will only make grant payments when we receive satisfactory progress reports.

You must discuss any project or milestone reporting delays with us as soon as you become aware of them.

### 10.3.2. End of project report

When you complete the project, you must submit an end of project report. This report must also be submitted to the Department of Home Affairs.

End of project reports must:

- include the agreed evidence as specified in the grant agreement
- identify the total eligible expenditure incurred for the project
- include a declaration that the grant money was spent in accordance with the grant agreement and to report on any underspends of the grant money
- be submitted by the report due date.

### 10.3.3. Ad-hoc reports

We may ask you for ad-hoc reports on your project. This may be to provide an update on progress, or any significant delays or difficulties in completing the project.

## 10.4. Independent audits

You are required to provide an annual independent audit report. An audit report will verify that you spent the grant in accordance with the grant agreement. The audit report requires you to prepare a statement of grant income and expenditure. The report template is available on [business.gov.au](http://business.gov.au) and GrantConnect.

## 10.5. Compliance visits

We may visit you during the project period, or at the completion of your project to review your compliance with the grant agreement. We may also inspect the records you are required to keep under the grant agreement. We will provide you with reasonable notice of any compliance visit.

# 11. Grant acknowledgement and announcements

If you make a public statement about a project funded under the program, including in media releases, on social media and in a brochure or publication, you must acknowledge the grant by using the following:

‘This project received grant funding from the Australian Government.’

If you erect signage in relation to the project, the signage must contain an acknowledgement of the grant.

The announcement of funding or any additional funds must be through a joint media release, or other joint announcement, unless otherwise agreed by the Australian Government.

The Australian Government and AFAC must work together on the details of a joint media release or other joint announcement.

## 12. Announcement of grants

We publish details of successful projects on GrantConnect as required by the [Commonwealth Grants Rules and Guidelines](#) unless otherwise prohibited by law. We may also publish this information on business.gov.au. This information may include:

- name of your organisation
- title of the project
- description of the project and its intended outcomes
- amount of grant funding awarded
- Australian Business Number
- business location
- your organisation's industry sector.

## 13. Probity

We will make sure that the grant opportunity process is fair, according to the guidelines, incorporates appropriate safeguards against fraud, unlawful activities and other inappropriate conduct and is consistent with the CGRGs.

### 13.1. Conflicts of interest

Any conflicts of interest could affect the performance of the grant opportunity or program. There may be a conflict of interest, or perceived conflict of interest, if our staff, any member of a committee or advisor and/or you or any of your personnel:

- has a professional, commercial or personal relationship with a party who is able to influence the application selection process, such as an Australian Government officer
- has a relationship with or interest in, an organisation, which is likely to interfere with or restrict the applicants from carrying out the proposed activities fairly and independently or
- has a relationship with, or interest in, an organisation from which they will receive personal gain because the organisation receives a grant under the grant program/grant opportunity.

As part of your application, we will ask you to declare any perceived or existing conflicts of interests or confirm that, to the best of your knowledge, there is no conflict of interest.

If you later identify an actual, apparent, or perceived conflict of interest, you must inform us in writing immediately.

Conflicts of interest for Australian Government staff are handled as set out in the Australian [Public Service Code of Conduct \(Section 13\(7\)\)](#)<sup>3</sup> of the *Public Service Act 1999* (Cth). Committee members and other officials including the decision maker must also declare any conflicts of interest.

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<sup>3</sup> <https://www.legislation.gov.au/Details/C2019C00057>

We publish our [conflict of interest policy](#)<sup>4</sup> on the department's website.

## 13.2. How we use your information

Unless the information you provide to us is:

- confidential information as per 13.2.2, or
- personal information as per 13.2.3,

we may share the information with other government agencies for a relevant Australian Government purpose such as:

- to improve the effective administration, monitoring and evaluation of Australian Government programs
- for research
- to announce the awarding of grants.

### 13.2.1. How we handle your confidential information

We will treat the information you give us as sensitive and therefore confidential if it meets all of the following conditions:

- you clearly identify the information as confidential and explain why we should treat it as confidential
- the information is commercially sensitive
- disclosing the information would cause unreasonable harm to you or someone else
- you provide the information with an understanding that it will stay confidential.

### 13.2.2. When we may disclose confidential information

We may disclose confidential information:

- to our Australian Government employees and contractors, to help us manage the program effectively
- to the Auditor-General, Ombudsman or Privacy Commissioner
- to the responsible Minister
- to a House or a Committee of the Australian Parliament.

We may also disclose confidential information if

- we are required or authorised by law to disclose it
- you agree to the information being disclosed, or
- someone other than us has made the confidential information public.

### 13.2.3. How we use your personal information

We must treat your personal information according to the Australian Privacy Principles (APPs) and the *Privacy Act 1988* (Cth). This includes letting you know:

what personal information we collect

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<sup>4</sup> [https://www.industry.gov.au/sites/default/files/July%202018/document/pdf/conflict-of-interest-and-insider-trading-policy.pdf?acsf\\_files\\_redirect](https://www.industry.gov.au/sites/default/files/July%202018/document/pdf/conflict-of-interest-and-insider-trading-policy.pdf?acsf_files_redirect)

- why we collect your personal information
- to whom we give your personal information.

We may give the personal information we collect from you to our employees and contractors, and other Australian Government employees and contractors, so we can:

- manage the program
- research, assess, monitor and analyse our programs and activities.

We, or the Minister, may:

- announce the names of successful applicants to the public
- publish personal information on the department's websites.

You may read our [Privacy Policy](#)<sup>5</sup> on the department's website for more information on:

- what is personal information
- how we collect, use, disclose and store your personal information
- how you can access and correct your personal information.

#### 13.2.4. Freedom of information

All documents in the possession of the Australian Government, including those about the program, are subject to the *Freedom of Information Act 1982* (Cth) (FOI Act).

The purpose of the FOI Act is to give members of the public rights of access to information held by the Australian Government and its entities. Under the FOI Act, members of the public can seek access to documents held by the Australian Government. This right of access is limited only by the exceptions and exemptions necessary to protect essential public interests and private and business affairs of persons in respect of whom the information relates.

If someone requests a document under the FOI Act, we will release it (though we may need to consult with you and/or other parties first) unless it meets one of the exemptions set out in the FOI Act.

### 13.3. Enquiries and feedback

For further information or clarification, you can contact us on 13 28 46 or by [web chat](#) or through our [online enquiry form](#) on business.gov.au.

We may publish answers to your questions on our website as Frequently Asked Questions.

Our [Customer Service Charter](#) is available at business.gov.au. We use customer satisfaction surveys to improve our business operations and service.

If you have a complaint, call us on 13 28 46. We will refer your complaint to the appropriate manager.

If you are not satisfied with the way we handle your complaint, you can contact:

Chief Financial Officer  
Department of Industry, Science, Energy and Resources  
GPO Box 2013  
CANBERRA ACT 2601

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<sup>5</sup> <https://www.industry.gov.au/data-and-publications/privacy-policy>

You can also contact the [Commonwealth Ombudsman](#)<sup>6</sup> with your complaint (call 1300 362 072). There is no fee for making a complaint, and the Ombudsman may conduct an independent investigation.

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<sup>6</sup> <http://www.ombudsman.gov.au/>



Australian Government  
Department of Industry,  
Innovation and Science  
Department of Home Affairs

Business

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## Grant Opportunity Guidelines

# National Aerial Firefighting Program

<b>Commonwealth policy entity:</b>	<b>Department of Home Affairs</b>
<b>Administering entity</b>	Department of Industry, Innovation and Science
<b>Enquiries:</b>	NAFC@industry.gov.au
<b>Date guidelines released:</b>	29 August 2018
<b>Type of grant opportunity:</b>	Closed non-competitive

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## 1. National Aerial Firefighting Program processes

**The National Aerial Firefighting Program grant opportunity is designed to achieve Australian Government objectives**

This grant opportunity contributes to Department of Home Affairs' Outcome 1. The Department of Home Affairs works with stakeholders to plan and design the grant opportunity according to the *Commonwealth Grants Rules and Guidelines 2017*.



**The grant opportunity opens**

We publish the grant guidelines on GrantConnect.



**We assess the suitability of the intended grantee**

We assess the suitability of the grantee against the selection criteria including an overall consideration of value with relevant money.



**We make grant recommendation**

We provide advice to the decision maker on the merits of awarding the grant.



**Grant decision is made**

The decision maker decides if the grant should be awarded.



**We notify the grantee of the outcome**

We advise the grantee of the approval of the grant.



**We enter into a grant agreement**

We will enter into a grant agreement with the grantee.



**Delivery of grant**

The grantee undertakes the grant activity as set out in the grant agreement. We manage the grant by working with the grantee, monitoring the progress and making payments.



**Evaluation of the grant opportunity**

We evaluate the specific grant activity and grant opportunity as a whole. We base this on information the grantee provides to us and that we collect from various sources.



## 2. About the grant opportunity

The National Aerial Firefighting Program grant opportunity will run over three years from 2018-19 to 2020-21. This is an ongoing cooperative national arrangement with the State and Territory Governments to combat bushfires.

This program facilitates the lease of a fleet of highly specialised firefighting aircraft that are readily available for use by State and Territory emergency service and land management agencies across Australia.

This national aircraft fleet complements aerial firefighting resources arranged directly by the State and Territory Governments. The national fleet receives funding support from the Australian Government as well as State and Territory Governments.

This program also plays a key role in ensuring the sharing of aerial firefighting resources between emergency service and land management agencies throughout Australia.

The objective of the grant opportunity is:

- to support national coordination of leasing and sharing of aerial firefighting resources between jurisdictions.

The intended outcome of the grant opportunity is:

- increased access to highly specialised and effective aerial firefighting resources whose cost might otherwise be out of reach of individual jurisdictions.

This document sets out:

- the selection criteria
- how we monitor and evaluate the grantee
- responsibilities and expectations in relation to the opportunity.

The Department of Industry, Innovation and Science (the department/we) is responsible for administering the grant opportunity on behalf of the Department of Home Affairs.

We administer the program according to the Commonwealth Grants Rules and Guidelines (CGRGs)<sup>1</sup>.

These guidelines and the [sample standard grant agreement](#) are published on GrantConnect.

We have defined key terms used in these guidelines in Appendix A.

### 2.1. Grant amount and grant period

The Australian Government has announced a total of \$44,790,000 over three years from 2018-19 to 2020-21 for this grant opportunity.

## 3. Grants available

A grant will be provided under the National Aerial Firefighting Program as the Australian Government's contribution to a cooperative national arrangement for combating bushfires.

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<sup>1</sup> <https://www.finance.gov.au/sites/default/files/commonwealth-grants-rules-and-guidelines.pdf>

### 3.1. Project duration

The grant period is three years with the project to be completed by 30 June 2021.

The grant period can be extended for further period(s) up to a maximum of five years to 30 June 2023, subject to approval by the Department of Home Affairs, the Department of Industry, Innovation and Science, and the grantee.

The grantee must not commence the project until a grant agreement is executed with the Commonwealth.

## 4. Eligibility criteria

### 4.1. Who is eligible?

A grant will be provided to the National Aerial Firefighting Centre (NAFC) to support the National Aerial Firefighting Program. NAFC was formed in July 2003 by the Australian States and Territories to provide a cooperative national arrangement for combating bushfires.

### 4.2. Eligible grant activities and expenditure

The grant supports availability of aircraft for aerial firefighting within Australia during the bushfire season. The grant will represent the Australian Government's contribution to meeting standing costs of leasing aircraft.

## 5. The selection process

The national coordination of resources and sharing of high cost aerial firefighting equipment between jurisdictions through NAFC has proven to be an effective means of channelling Australian Government funding towards a national approach to aerial firefighting.

The National Aerial Firefighting Program enables increased access to highly specialised, costly resources which might otherwise be out of reach of individual jurisdictions. The arrangements, and the role of NAFC, have enabled efficiencies to be gained on a national level through economies of scale and streamlined resource procurement and management processes.

NAFC have demonstrated their capacity and capability to undertake this national coordination role.

They have demonstrated compliance with Subdivision 60-C of the *Australian Charities and Not-for-Profits Commission Act 2012*, where they are required to provide the Commissioner of the Australian Charities and Not-for-Profits Commission (ACNC) with annual financial statements, along with an independent audit.

### 5.1. Final decision

The Minister with responsibility for emergency management will decide whether to approve the grant taking into account their previous record in coordinating a cooperative national arrangement with the State and Territory Governments to combat bushfires.

The Minister's decision is final in all matters, including:

- the approval of funding
- the amount of grant funding awarded
- the terms and conditions of funding.

The Minister will not approve funding if there is insufficient program funds available across relevant financial years for the grant opportunity.

## 6. Notification of outcomes

### 6.1. Grant agreement

The grantee must enter into a grant agreement with the Commonwealth.

We must execute a grant agreement with the grantee before we can make any payments.

The approval of the grant may have specific conditions determined by the assessment process or other considerations made by the Minister. We will identify these in the offer of funding.

If the grantee enters into an agreement under this grant opportunity they cannot receive other grants for the same activities from other Commonwealth granting programs.

The Commonwealth may recover grant funds if there is a breach of the grant agreement.

### 6.2. Grant agreement

We will use a standard grant agreement.

The grantee will have 30 days from the date of a written offer to execute this grant agreement with the Commonwealth ('execute' means both the grantee and the Commonwealth have signed the agreement). During this time, we will work with the grantee to finalise details. The offer may lapse if both parties do not sign the grant agreement within this time. Under certain circumstances, we may extend this period.

### 6.3. How we pay the grant

The grant agreement will state the:

- maximum grant amount we will pay.

We will not exceed the maximum grant amount under any circumstances. If the grantee incurs extra costs, they must meet them.

We will make payments according to an agreed schedule set out in the grant agreement. Payments are subject to satisfactory progress on the project.

### 6.4. How we monitor your project

The grantee must submit reports in line with the grant agreement. We will provide sample templates for these reports as appendices in the grant agreement. We will remind the grantee of their reporting obligations before a report is due. We will expect the grantee to report on:

- progress against agreed project milestones
- project expenditure, including expenditure of grant funds

The amount of detail provided in the reports should be relative to the project size, complexity and grant amount.

We will monitor the progress of the project by assessing reports submitted. We may conduct site visits to confirm details in the reports if necessary. Occasionally we may need to re-examine claims, seek further information or request an independent audit of claims and payments.

### 6.5. Progress reports

Progress reports must:

- include details of progress towards completion of agreed project activities
- show the total eligible expenditure incurred to date

- include evidence of expenditure
- be submitted by the report due date.

The grantee must discuss any project or milestone reporting delays with us as soon as they become aware of them.

## 6.6. End of project report

When the grantee completes the project, they must submit a final report.

Final reports must:

- include the agreed evidence as specified in the grant agreement
- identify the total eligible expenditure incurred for the project
- be submitted by the report due date
- be in the format provided in the grant agreement.

## 6.7. Ad-hoc report

We may ask the grantee for ad-hoc reports on the project. This may provide an update on progress, or any significant delays or difficulties in completing the project.

## 6.8. Independent audit report

The grantee will be required to provide an annual independent audit report. An audit report will verify that the grantee has spent the grant in accordance with the grant agreement. The audit report requires the grantee to prepare a statement of grant income and expenditure. The report template is attached to the sample standard grant agreement.

## 6.9. Grant agreement variations

We recognise that unexpected events may affect project progress. In these circumstances, the grantee can request a variation to their grant agreement, including:

- changing project milestones
- extending the timeframe for completing the project, up to a maximum of 5 years
- changing project activities
- an increase of grant funds.

If the grantee wants to propose changes to their grant agreement, they must put them in writing before the grant agreement end date. We will provide the grantee with a variation request template.

If a delay in the project causes milestone achievement and payment dates to move to a different financial year, the grantee will need a variation to the grant agreement. We can only move funds between financial years if there is enough program funding in the relevant year to allow for the revised payment schedule. If we cannot move the funds, some grant funding may be lost.

The grantee should not assume that a variation request will be successful. We will consider requests based on factors such as:

- how it affects the project outcome
- consistency with the program policy objective, grant opportunity guidelines and any relevant policies of the department
- changes to the timing of grant payments
- availability of program funds.

## 6.10. Keeping us informed

The grantee should let us know if anything is likely to affect the project or organisation.

We need to know of any key changes to the grantee or its business activities, particularly if they affect their ability to complete the project, carry on business and pay debts due.

The grantee must also inform us of any changes to their:

- name
- addresses
- nominated contact details
- bank account details.

If the grantee becomes aware of a breach of terms and conditions under the grant agreement they must contact us immediately.

The grantee must notify us of events relating to the project and provide an opportunity for the Minister or their representative to attend.

## 6.11. Evaluation

We will evaluate the program to determine the extent to which the funded activity is contributing to the program objectives and outcomes. We may use information from project reports for this purpose. We may also interview the grantee, or ask for more information to help us understand how the grant impacted them and to evaluate how effective the program was in achieving its outcomes. We may contact the grantee up to one year after you finish the project for more information to assist with this evaluation.

## 6.12. Tax obligations

As the grantee is registered for the Goods and Services Tax (GST), we will add GST to the grant payments where applicable and provide them with a recipient created tax invoice. The grantee is required to notify us if their GST registration status changes during the project period.

Grants are assessable income for taxation purposes, unless exempted by a taxation law. We recommend independent professional advice be sought on taxation obligations or assistance sought from the [Australian Taxation Office](#). We do not provide advice on tax.

# 7. Conflicts of interest

## 7.1. Your conflict of interest responsibilities

A conflict of interest will occur if private interests conflict with the obligations under the grant. Conflicts of interest could affect the awarding or performance of the grant. A conflict of interest can be:

- real (or actual)
- apparent (or perceived)
- potential.

We will ask the grantee to declare, any perceived or existing conflicts of interests or that, to the best of your knowledge, there is no conflict of interest.

If the grantee later identify that there is an actual, apparent, or potential conflict of interest or that one might arise in relation to the grant, they must inform us in writing immediately.

## 7.2. Our conflict of interest responsibilities

We recognise that conflicts of interest may arise with our staff, technical experts, and others delivering the program between:

- their program duties, roles and responsibilities and
- their private interests.

We manage our conflicts of interest according to the APS Code of Conduct (section 13 (7) of the *Public Service Act 1999* (Cth)). We publish our [conflict of interest policy<sup>2</sup>](#) on the department's website.

Program officials must declare any conflicts of interest. If we consider a conflict of interest is a cause for concern, that official will not take part in the assessment.

## 8. How we use your information

Unless the information the grantee provides to us is:

- confidential information as per 8.1, or
- personal information as per 8.3,

we may share the information with other government agencies for a relevant Commonwealth purpose such as:

- to improve the effective administration, monitoring and evaluation of Australian Government programs
- for research
- to announce the awarding of grants.

### 8.1. How we handle your confidential information

We will treat the information given to us as sensitive and therefore confidential if it meets all of the following conditions:

- the grantee clearly identify the information as confidential and explain why we should treat it as confidential
- the information is commercially sensitive
- disclosing the information would cause unreasonable harm to the grantee or someone else
- the grantee provides the information with an understanding that it will stay confidential.

### 8.2. When we may disclose confidential information

We may disclose confidential information:

- to Commonwealth employees and contractors, to help us manage the program effectively
- to the Auditor-General, Ombudsman or Privacy Commissioner
- to the responsible Minister or Assistant Minister
- to a House or a Committee of the Australian Parliament.

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<https://www.industry.gov.au/AboutUs/InformationPublicationScheme/Ourpolicies/Documents/Conflict-of-Interest-and-Inside-Trade-Expectations-Policy.pdf>

We may also disclose confidential information if:

- we are required or authorised by law to disclose it
- the grantee agrees to the information being disclosed, or
- someone other than us has made the confidential information public.

### 8.3. How we use your personal information

We must treat the grantee's personal information according to the Australian Privacy Principles (APPs) and the *Privacy Act 1988* (Cth). This includes letting the grantee know:

- what personal information we collect
- why we collect personal information
- to whom we give personal information.

We may give the personal information we collect from the grantee to our employees and contractors and other Commonwealth employees and contractors, so we can:

- manage the program
- research, assess, monitor and analyse our programs and activities.

We, or the Minister, may:

- announce the names of successful applicants to the public
- publish personal information on the department's websites.

You may read our [Privacy Policy](#)<sup>3</sup> on the department's website for more information on:

- what is personal information
- how we collect, use, disclose and store your personal information
- how you can access and correct your personal information.

### 8.4. Freedom of information

All documents in the possession of the Australian Government, including those about the program, are subject to the *Freedom of Information Act 1982* (Cth) (FOI Act).

The purpose of the FOI Act is to give members of the public rights of access to information held by the Australian Government and its entities. Under the FOI Act, members of the public can seek access to documents held by the Australian Government. This right of access is limited only by the exceptions and exemptions necessary to protect essential public interests and private and business affairs of persons in respect of whom the information relates.

If someone requests a document under the FOI Act, we will release it (though we may need to consult with you and/or other parties first) unless it meets one of the exemptions set out in the FOI Act.

## 9. Enquiries and feedback

For further information or clarification, you can contact us on 13 28 46 or by [web chat](#) or through our [online enquiry form](#) on [business.gov.au](#).

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<sup>3</sup> <http://www.industry.gov.au/Pages/PrivacyPolicy.aspx>

Our [Customer Service Charter](#) is available at [business.gov.au](http://business.gov.au). We use customer satisfaction surveys to improve our business operations and service.

If you have a complaint, call us on 13 28 46. We will refer your complaint to the appropriate manager.

If you are not satisfied with the way we handle your complaint, you can contact:

Head of Division  
AusIndustry - Support for Business  
Department of Industry, Innovation and Science  
GPO Box 2013  
CANBERRA ACT 2601

You can also contact the [Commonwealth Ombudsman](#)<sup>4</sup> with your complaint (call 1300 362 072). There is no fee for making a complaint, and the Ombudsman may conduct an independent investigation.

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<sup>4</sup> <http://www.ombudsman.gov.au/>



## Appendix A. Definitions of key terms

Term	Definition
AusIndustry	The division of the same name within the department.
Department	The Department of Industry, Innovation and Science.
Eligible activities	The activities undertaken by a grantee in relation to a project that are eligible for funding support as set out in 4.1.
Eligible expenditure	The expenditure incurred by a grantee on a project and which is eligible for funding support as set out in 4.1.
Grant agreement	A legally binding contract between the Commonwealth and a grantee for the grant funding
Grant funding or grant funds	The funding made available by the Commonwealth to grantees under the program.
Grantee	The recipient of grant funding under a grant agreement.
Guidelines	Guidelines that the Minister gives to the department to provide the framework for the administration of the program, as in force from time to time.
Minister	The Commonwealth Minister for Law Enforcement and Cyber Security.
Non-income-tax-exempt	Not exempt from income tax under Division 50 of the <i>Income Tax Assessment Act 1997</i> (Cth) or under Division 1AB of Part III of the <i>Income Tax Assessment Act 1936</i> (Cth).
Personal information	Has the same meaning as in the <i>Privacy Act 1988</i> (Cth) which is:  Information or an opinion about an identified individual, or an individual who is reasonably identifiable:  a. whether the information or opinion is true or not; and b. whether the information or opinion is recorded in a material form or not.
Program funding or Program funds	The funding made available by the Commonwealth for the program.
Project	The Australian Government's contribution to a cooperative national arrangement for combating bushfires.



Australian Government  
Department of Industry, Science,  
Energy and Resources  
Department of Home Affairs

AusIndustry

business.gov.au  
13 28 46

## Grant Opportunity Guidelines

# National Aerial Firefighting Program

<b>Commonwealth policy entity:</b>	Department of Home Affairs
<b>Administering entity</b>	Department of Industry, Science, Energy and Resources
<b>Enquiries:</b>	NAFC@industry.gov.au
<b>Date guidelines released:</b>	13 December 2018 (updated 12 December 2019, 4 January 2020 and 27 October 2020)
<b>Type of grant opportunity:</b>	Closed non-competitive

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## 1. National Aerial Firefighting Program processes

**The National Aerial Firefighting Program grant opportunity is designed to achieve Australian Government objectives**

This grant opportunity contributes to Department of Home Affairs' Outcome 1. The Department of Home Affairs works with stakeholders to plan and design the grant opportunity according to the *Commonwealth Grants Rules and Guidelines 2017*.



**The grant opportunity opens**

We publish the grant guidelines on GrantConnect.



**We assess the suitability of the intended grantee**

We assess the suitability of the grantee against the selection criteria including an overall consideration of value with relevant money.



**We make grant recommendation**

We provide advice to the decision maker on the merits of awarding the grant.



**Grant decision is made**

The decision maker decides if the grant should be awarded.



**We notify the grantee of the outcome**

We advise the grantee of the approval of the grant.



**We enter into a grant agreement**

We will enter into a grant agreement with the grantee.



**Delivery of grant**

The grantee undertakes the grant activity as set out in the grant agreement. We manage the grant by working with the grantee, monitoring the progress and making payments.



**Evaluation of the grant opportunity**

We evaluate the specific grant activity and grant opportunity as a whole. We base this on information the grantee provides to us and that we collect from various sources.

## 2. About the grant opportunity

The National Aerial Firefighting Program grant opportunity will run over three years from 2018-19 to 2020-21. This is an ongoing cooperative national arrangement with the State and Territory Governments to combat bushfires.

This program facilitates the lease of a fleet of highly specialised firefighting aircraft that are readily available for use by State and Territory emergency service and land management agencies across Australia.

This national aircraft fleet complements aerial firefighting resources arranged directly by the State and Territory Governments. The national fleet receives funding support from the Australian Government as well as State and Territory Governments.

This program also plays a key role in ensuring the sharing of aerial firefighting resources between emergency service and land management agencies throughout Australia.

The objective of the grant opportunity is:

- to support national coordination of leasing and sharing of aerial firefighting resources between jurisdictions.

The intended outcome of the grant opportunity is:

- increased access to highly specialised and effective aerial firefighting resources whose cost might otherwise be out of reach of individual jurisdictions.

This document sets out:

- the selection criteria
- how we monitor and evaluate the grantee
- responsibilities and expectations in relation to the opportunity.

The Department of Industry, Science, Energy and Resources (the department/we) is responsible for administering the grant opportunity on behalf of the Department of Home Affairs.

We administer the program according to the Commonwealth Grants Rules and Guidelines (CGRGs)<sup>1</sup>.

These guidelines and the [sample standard grant agreement](#) are published on GrantConnect.

We have defined key terms used in these guidelines in Appendix A.

### 2.1. Grant amount and grant period

The Australian Government announced a total of \$44,790,000 over three years from 2018-19 to 2020-21 for this grant opportunity. On 5 December 2018 the Prime Minister announced a further \$11 million to be provided in 2018-19. In addition, on 12 December 2019 the Prime Minister announced a further \$11 million to be provided in 2019-20. Subsequently, on 4 January 2020 the Prime Minister announced a further \$20 million to be provided in 2019-20 to lease four aircraft, specifically two V/LATs and two LATs, in addition to (not in lieu of) the current V/LATs and LATs in the NAFC fleet. A further \$11 million was announced to be provided in 2020-21.

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<sup>1</sup> <https://www.finance.gov.au/sites/default/files/commonwealth-grants-rules-and-guidelines.pdf>

### 3. Grants available

A grant will be provided under the National Aerial Firefighting Program as the Australian Government's contribution to a cooperative national arrangement for combating bushfires.

#### 3.1. Project duration

The grant period is three years with the project to be completed by 30 June 2021.

The grant period can be extended for further period(s) up to a maximum of five years to 30 June 2023, subject to approval by the Department of Home Affairs, the Department of Industry, Science, Energy and Resources and the grantee.

The grantee must not commence the project until a grant agreement is executed with the Commonwealth.

### 4. Eligibility criteria

#### 4.1. Who is eligible?

A grant will be provided to the National Aerial Firefighting Centre (NAFC) to support the National Aerial Firefighting Program. NAFC was formed in July 2003 by the Australian States and Territories to provide a cooperative national arrangement for combating bushfires.

#### 4.2. Eligible grant activities and expenditure

The grant supports availability of aircraft for aerial firefighting within Australia during the bushfire season. The grant will represent the Australian Government's contribution to meeting standing costs of leasing aircraft.

### 5. The selection process

The national coordination of resources and sharing of high cost aerial firefighting equipment between jurisdictions through NAFC has proven to be an effective means of channelling Australian Government funding towards a national approach to aerial firefighting.

The National Aerial Firefighting Program enables increased access to highly specialised, costly resources which might otherwise be out of reach of individual jurisdictions. The arrangements, and the role of NAFC, have enabled efficiencies to be gained on a national level through economies of scale and streamlined resource procurement and management processes.

NAFC have demonstrated their capacity and capability to undertake this national coordination role.

They have demonstrated compliance with Subdivision 60-C of the *Australian Charities and Not-for-Profits Commission Act 2012*, where they are required to provide the Commissioner of the Australian Charities and Not-for-Profits Commission (ACNC) with annual financial statements, along with an independent audit.

#### 5.1. Final decision

The Minister with responsibility for emergency management will decide whether to approve the grant taking into account their previous record in coordinating a cooperative national arrangement with the State and Territory Governments to combat bushfires.

The Minister's decision is final in all matters, including:

- the approval of funding
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The Minister will not approve funding if there is insufficient program funds available across relevant financial years for the grant opportunity.

## 6. Notification of outcomes

### 6.1. Grant agreement

The grantee must enter into a grant agreement with the Commonwealth.

We must execute a grant agreement with the grantee before we can make any payments.

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The grantee will have 30 days from the date of a written offer to execute this grant agreement with the Commonwealth ('execute' means both the grantee and the Commonwealth have signed the agreement). During this time, we will work with the grantee to finalise details. The offer may lapse if both parties do not sign the grant agreement within this time. Under certain circumstances, we may extend this period.

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- maximum grant amount we will pay.

We will not exceed the maximum grant amount under any circumstances. If the grantee incurs extra costs, they must meet them.

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The grantee must submit reports in line with the grant agreement. We will provide sample templates for these reports as appendices in the grant agreement. We will remind the grantee of their reporting obligations before a report is due. We will expect the grantee to report on:

- progress against agreed project milestones
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The grantee must discuss any project or milestone reporting delays with us as soon as they become aware of them.

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When the grantee completes the project, they must submit a final report.

Final reports must:

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The grantee will be required to provide an annual independent audit report. An audit report will verify that the grantee has spent the grant in accordance with the grant agreement. The audit report requires the grantee to prepare a statement of grant income and expenditure. The report template is attached to the sample standard grant agreement.

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If the grantee wants to propose changes to their grant agreement, they must put them in writing before the grant agreement end date. We will provide the grantee with a variation request template.

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<https://www.industry.gov.au/AboutUs/InformationPublicationScheme/Ourpolicies/Documents/Conflict-of-Interest-and-Inside-Trade-Expectations-Policy.pdf>

- to Commonwealth employees and contractors, to help us manage the program effectively
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<sup>3</sup> <http://www.industry.gov.au/Pages/PrivacyPolicy.aspx>

## 9. Enquiries and feedback

For further information or clarification, you can contact us on 13 28 46 or by [web chat](#) or through our [online enquiry form](#) on business.gov.au.

Our [Customer Service Charter](#) is available at business.gov.au. We use customer satisfaction surveys to improve our business operations and service.

If you have a complaint, call us on 13 28 46. We will refer your complaint to the appropriate manager.

If you are not satisfied with the way we handle your complaint, you can contact:

Head of Division  
AusIndustry - Support for Business  
Department of Industry, Science, Energy and Resources  
GPO Box 2013  
CANBERRA ACT 2601

You can also contact the [Commonwealth Ombudsman](#)<sup>4</sup> with your complaint (call 1300 362 072). There is no fee for making a complaint, and the Ombudsman may conduct an independent investigation.

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<sup>4</sup> <http://www.ombudsman.gov.au/>

## Appendix A. Definitions of key terms

Term	Definition
AusIndustry	The division of the same name within the department.
Department	The Department of Industry, Science, Energy and Resources.
Eligible activities	The activities undertaken by a grantee in relation to a project that are eligible for funding support as set out in 4.1.
Eligible expenditure	The expenditure incurred by a grantee on a project and which is eligible for funding support as set out in 4.1.
Grant agreement	A legally binding contract between the Commonwealth and a grantee for the grant funding
Grant funding or grant funds	The funding made available by the Commonwealth to grantees under the program.
Grantee	The recipient of grant funding under a grant agreement.
Guidelines	Guidelines that the Minister gives to the department to provide the framework for the administration of the program, as in force from time to time.
Minister	The Commonwealth Minister for Law Enforcement and Cyber Security.
Non-income-tax-exempt	Not exempt from income tax under Division 50 of the <i>Income Tax Assessment Act 1997</i> (Cth) or under Division 1AB of Part III of the <i>Income Tax Assessment Act 1936</i> (Cth).
Personal information	Has the same meaning as in the <i>Privacy Act 1988</i> (Cth) which is:  Information or an opinion about an identified individual, or an individual who is reasonably identifiable:  a. whether the information or opinion is true or not; and  b. whether the information or opinion is recorded in a material form or not.
Program funding or Program funds	The funding made available by the Commonwealth for the program.
Project	The Australian Government's contribution to a cooperative national arrangement for combating bushfires.



**Australian Government**  
**Department of Home Affairs**

**Submission**

For information  
PDMS Ref. Number: MS22-001968  
Date of Clearance: 26/08/2022

**To** **Minister for Emergency Management**  
**Subject** **Final Report - Collision with terrain involving Lockheed Martin Aerial Asset on 23 January 2020**  
**Timing** At your convenience

**Recommendations**

That you:

- 1. note that Australian Transport Safety Bureau’s report regarding the Lockheed Martin Aerial Asset collision on 23 January 2020 during the 2019/20 Black Summer fires has been finalised. note / discuss
  
- 2. note that this report will become a public document on Monday 29 August 2022 and that there are some findings that are critical of the NSW Rural Fire Service aerial firefighting operations and safety procedures. A copy of the report will be sent to your office on Monday, 29 August 2022. note/ discuss

**Minister for Emergency Management**

**Signature**.....

**Date**:...../...../2022

Minister's Comments				
Rejected Yes/No	Timely Yes/No	Relevance <input type="checkbox"/> Highly relevant <input type="checkbox"/> Significantly relevant <input type="checkbox"/> Not relevant	Length <input type="checkbox"/> Too long <input type="checkbox"/> Right length <input type="checkbox"/> Too brief	Quality Poor 1.....2.....3.....4.....5 Excellent <b>Comments:</b>

**Key Issues**

1. On 26 August 2022, Director General Joe Buffone, Emergency Management Australia, met with Chief Commissioner / Chief Executive Officer Angus Mitchell, Australian Transport Safety Bure (ATSB), to discuss the embargoed ATSB’s final report regarding the Lockheed Martin Airplane collision on 23 January 2020.
2. The report will become a public document on 29 August 2022 and a copy will be sent to your office.
3. The report is for your information only as this matter does not require any action within the remit of your Ministerial Portfolios.
4. There is some findings that are critical of the NSW Rural Fire Service aerial firefighting operations and safety procedures.
5. The New South Wales Rural Fire Service, the Australasian Fire and National Aerial Firefighting Centre and Coulson Aviation are responsible for progressing the outcomes and recommendations identified during ATSB’s investigation.
6. There is the potential for media interest when the report is released. ATSB are responsible for media responses to this report.

**Background**

7. On 23 January 2020, the crew of a Lockheed Corporation (now Lockheed Martin) EC-130Q large air tanker were conducting bushfire control operations in the Snowy Mountains region of New South Wales.
8. After assessing the initial fire-retardant drop site at Adaminaby as not suitable, the crew accepted an alternate tasking to the Good Good (Peak View) fire-ground.

9. After conducting a partial retardant drop at Peak View, the aircraft was in a left turn and climbed for about 10 seconds to about 170 feet above the drop height. Following this, the aircraft was then observed descending.
10. The aircraft was seen at a very low height above the ground, in a slight left bank, immediately followed by a significant left roll just before ground impact.
11. The 3 crew were fatally injured and the aircraft destroyed.

Authorising Officer
Cleared by:  Joe Buffone PSM Director General Emergency Management Australia  Date: 26 August 2022 Ph: s22

**Contact Officer:** Joe Buffone, Director General, Emergency Management Australia  
s22

**CC** Minister for Home Affairs, Minister for Cyber Security  
Secretary