

Our ref: DHS/24/10720



Office of the Chief Executive

Level 8 North
Riverside Building
North Terrace
Adelaide SA 5000

GPO Box 292
Adelaide SA 5001

DX115

Tel: 08 8413 9050
Fax: 08 8413 9002

ABN 11 525 031 744

Via email: [REDACTED]

Dear [REDACTED],

Freedom of Information Determination

I refer to your application under the *Freedom of Information Act 1991* (the FOI Act), received by the Department of Human Services (DHS) on 14 November 2024, seeking access to:

I am making a request for access to documents relating to grants and any other forms of funding provided by the Department of Human Services ('the Department') to food relief agencies as follows:

1. Grantee: Foodbank Australia

Requested documents:

- *Copy of original contract or deed of agreement between the Grantee and the Department and any attachments, for each grant or funding arrangement.*
- *Copy of subsequent deeds of variation and/or letters of notice of change and any attachments, for each grant or funding arrangement.*
- *Copy of any reports submitted by the Grantee to the Department with respect to activities and expenditure undertaken for each grant or funding arrangement, and any subsequent variations*

2. Grantee: Foodbank South Australia

Requested documents:

- *Copy of original contract or deed of agreement between the Grantee and the Department and any attachments, for each grant or funding arrangement.*
- *Copy of subsequent deeds of variation and/or letters of notice of change and any attachments, for each grant or funding arrangement.*
- *Copy of any reports submitted by the Grantee to the Department with respect to activities and expenditure undertaken for each grant or funding arrangement, and any subsequent variations*

3. Grantee: SecondBite

Requested documents:

- *Copy of original contract or deed of agreement between the Grantee and the Department and any attachments, for each grant or funding arrangement.*
- *Copy of subsequent deeds of variation and/or letters of notice of change and any attachments, for each grant or funding arrangement.*

- *Copy of any reports submitted by the Grantee to the Department with respect to activities and expenditure undertaken for each grant or funding arrangement, and any subsequent variations*

4. Grantee: OzHarvest

Requested documents:

- *Copy of original contract or deed of agreement between the Grantee and the Department and any attachments, for each grant or funding arrangement.*
- *Copy of subsequent deeds of variation and/or letters of notice of change and any attachments, for each grant or funding arrangement.*
- *Copy of any reports submitted by the Grantee to the Department with respect to activities and expenditure undertaken for each grant or funding arrangement, and any subsequent variations*

I give my consent to remove the following information from the scope of my request where it is not available from public sources:

- *email addresses of relevant parties;*
- *all personal information of members of the public;*
- *all personal information of government staff; and*
- *all personal information of grantee staff*

Please do not hesitate to let me know if you require any further information with respect to this request.

Date range: 01/07/2023-14/11/2024

Pursuant to section 23(1)(b) of the FOI Act I advise that searches were conducted throughout the agency and no documents have been located within the scope of your application for points 1 and 3.

33 documents were located that fit within the scope of your request and I have determined as follows:

- 16 documents are to be released in full, and;
- 17 documents are to be released in part.

Please find enclosed a copy of the documents released, and a document schedule containing a brief description of each document and determination in summary form.

16 documents contain information relating to the personal affairs of third parties. I consider that it would be unreasonable to disclose this information, and determine the information exempt pursuant to clause 6(1) of Schedule 1 of the FOI Act. In accordance with section 20(4) of the FOI Act, I consider that you would wish for access to the rest of the documents after exempt information is removed, and I am therefore releasing these documents to you in part.

6 documents contain information relating to the business affairs of third parties. I consider that it would be unreasonable to disclose this information, and determine the information exempt pursuant to clause 7(1) of Schedule 1 of the Act. The documents contain banking details for third party agencies and the disclosure could impact the ability for DHS to effectively engage such services in the future. In accordance with section 20(4) of the FOI Act, I consider that you

would wish for access to the rest of the documents after exempt information is removed and am therefore releasing these documents to you in part.

If you are dissatisfied with this determination, you can seek an internal review by writing to the Chief Executive, DHS, as the Principal Officer of the agency within 30 days of receipt of this letter. A copy of the FOI Review Rights and Appeals is attached to this determination.

Pursuant to Premier and Cabinet Circular PC045, agencies receiving non-personal FOI applications may publish the document in the agency disclosure log if access is provided. If you disagree with publication, you will need to advise the FOI Team within two weeks of the date of this determination.

If you have any questions in relation to this matter, please contact the FOI Team on telephone (08) 8413 9094 or by email at DHSFreedomofInformation@sa.gov.au.

Yours sincerely,



Shantrel Eldred
ACCREDITED FREEDOM OF INFORMATION OFFICER

16 /12 / 2024

Encl: Schedule of Documents
 FOI Review Rights and Appeals
 Documents for release

Your Rights to Review and Appeal

Freedom of Information Act 1991

INTERNAL REVIEW

If you are dissatisfied with a determination made by the Department of Human Services in relation to:

- an FOI application for access to a document, or
- a request for amendment to your personal records; or
- a request to pay an advanced deposit or further fees and charges.

you are entitled to apply for an Internal Review of that determination.

How do I make a request for Internal Review?

To make an application for an Internal Review you must:

- write a letter or lodge an Internal Review application to the Principal Officer of the Department of Human Services, and
- include the application fee of **\$42.00**.

The Department of Human Services accepts payment by money order or cheque.

What if I have a concession card?

In some cases, the fee for an Internal Review can be waived. If you are the holder of a current concession card or if you can satisfy the agency that the payment of the fee would cause financial hardship, the agency may waive or remit the application fee.

If you are a concession cardholder you will need to provide evidence, eg: you should attach a copy of your concession card when you make the application. Alternatively, you should provide written reasons as to why the payment of a fee would cause you financial hardship.

How long does an Internal Review take?

If you wish to make an application for Internal Review, you need to do so within 30 calendar days after the date of the determination.

You will be advised of the outcome of your Internal Review application within 14 calendar days of it being received by the agency.

If the agency does not deal with your Internal Review application within 14 calendar days, you are entitled to an External Review by the Ombudsman SA.

When can't I apply for an Internal Review

If the determination was made by the Chief Executive of the Department of Human Services, and you are dissatisfied with that determination you cannot apply for an Internal Review. You can apply for an External Review by the Ombudsman SA or SACAT.

If you are dissatisfied with a decision to extend the timeframe to deal with your application, you cannot apply for an Internal Review. You can however seek an External Review by the Ombudsman SA.

Do I have to pay for a review of a fee or charge?

Fees and charges are in accordance with section 53(3) of the FOI Act. Specifically, where an Agency determines a fee or charge you disagree with, it must, review that fee or charge and where appropriate reduce the fee.

A person seeking a review of a fee or charge is not required to pay an application fee or any other charge in relation to this review. Where the agency decides not to reduce the fee or charge and you are still dissatisfied, you can apply to the Ombudsman SA for an External Review.

EXTERNAL REVIEW

Where a person is aggrieved by an agency's determination and that person has gone through the Internal Review process (or there was no right to Internal Review), that person can choose to apply to the Ombudsman SA or go directly to SACAT for an External Review. However, if an application for review of a determination has been made to the Ombudsman SA, SACAT cannot review the matter until that application has been decided.

Commencing a review with SACAT bars any right to apply for a review by the Ombudsman.

After an Internal Review has been completed, or where you are unable to apply for an Internal Review, and you are dissatisfied with the decision, you have the right to apply for an External Review.

How long will an External Review take and how much will it cost?

If you wish to make an application for an External Review you must do so within 30 (calendar) days after the date of the determination. However, the Ombudsman SA can extend this time limit. There is no statutory time limit for External Review. The time taken to complete the review will depend on the size and complexity of your original request and the current workload of the officers who will be undertaking the review. You should discuss any concerns you have directly with the Ombudsman SA.

There is no fee or charge for investigations undertaken by the Ombudsman SA.

Telephone: (08) 8226 8699
Toll free: 1800 182 150 (outside metro SA only)
Facsimile: (08) 8226 8602
Email: ombudsman@ombudsman.sa.gov.au

POSTAL ADDRESS
PO Box 3651, Rundle Mall SA 5000

APPEAL TO THE SOUTH AUSTRALIAN CIVIL AND ADMINISTRATIVE TRIBUNAL (SACAT)

Where a person is aggrieved by an agency's determination and that decision was made:

- by an accredited FOI officer who was not the principal officer of the agency; and
- without the direction of the principal officer or without the direction of a person or body to which the principal officer is responsible,

that person must first apply to the agency for an Internal Review before applying to SACAT.

There is a filing fee applicable for this type of application. Payment can be made online by credit card at the time of completing the online form, or by using one of the other options outlined in the payment section of the online form.

If you have any further questions please call SACAT on 1800 723 767 (and press menu option 3). The postal address for SACAT is GPO Box 2361, Adelaide SA 5001.

DOCUMENT SCHEDULE**DHS/24/10720 – [REDACTED]**

<i>Document number</i>	<i>Date</i>	<i>Document description</i>	<i>Exemption clauses</i>	<i>Released (part/full/ refused)</i>
1.	18/06/2021	Letter	Clause 6(1)	Partial Release
2.	Undated	Attachment 1 – Grant Details	-	Full Release
3.	Undated	Attachment 2 – Standard Terms & Conditions	-	Full Release
4.	Undated	Attachment 3 – Special Conditions	-	Full Release
5.	21/06/2021	Attachment 4 – EFT Authorisation Form	Clause 6(1) Clause 7(1)(b) Clause 7(1)(c)	Partial Release
6.	Undated	Attachment 5 – Acquittal Form	-	Full Release
7.	11/10/2023	Letter	Clause 6(1)	Partial Release
8.	Undated	Community Foodbank – ALP07-01	-	Full Release
9.	21/02/2024	Financial Acquittal	Clause 6(1) Clause 7(1)(b) Clause 7(1)(c)	Partial Release
10.	Undated	Community Foodbank – ALP07-02	-	Full Release
11.	11/11/2024	Financial Acquittal	Clause 6(1) Clause 7(1)(b) Clause 7(1)(c)	Partial Release
12.	16/06/2022	Letter	Clause 6(1)	Partial Release
13.	Undated	Attachment 1 – Financial Acquittal	-	Full Release
14.	16/06/2022	Attachment 2 – EFT Authorisation Form	Clause 6(1) Clause 7(1)(b) Clause 7(1)(c)	Partial Release
15.	Undated	Attachment 3 – RCTI Agreement	Clause 6(1)	Partial Release
16.	06/03/2024	Letter	Clause 6(1)	Partial Release
17.	Undated	Attachment 1 – Grant Details	-	Full Release
18.	Undated	Attachment 2 – Standard Terms & Conditions	-	Full Release
19.	Undated	Attachment 3 – Special Conditions	-	Full Release
20.	22/04/2024	Attachment 4 – EFT Authorisation Form	Clause 6(1) Clause 7(1)(b) Clause 7(1)(c)	Partial Release
21.	20/06/2022	Letter	Clause 6(1)	Partial Release
22.	03/06/2024	Letter	Clause 6(1)	Partial Release
23.	29/03/2022	Standard Goods and Services Agreement		

24.	Undated	Attachment 1 – Agreement Details	-	Full Release
25.	Undated	Attachment 2 – Standard Terms & Conditions	-	Full Release
26.	Undated	Attachment 3 – Glossary of Defined Terms	-	Full Release
27.	Undated	Attachment 4 – Special Conditions	-	Full Release
28.	Undated	Attachment 5 - Specifications	-	Full Release
29.	Undated	Attachment 6 – Pricing and Payment	-	Full Release
30.	04/04/2024	Letter	Clause 6(1)	Partial Release
31.	18/04/2024	Acknowledgement & Acceptance of Offer	Clause 6(1)	Partial Release
32.	18/04/2024	Attachment 2 – EFT Authorisation Form	Clause 6(1) Clause 7(1)(b) Clause 7(1)(c)	Partial Release
33.	18/04/2024	Attachment 2 – RCTI Agreement	Clause 6(1)	Partial Release

Project ID: ALP07-02



Government of South Australia
Department of Human Services

Mr Greg Pattinson
Chief Executive Officer
Foodbank of South Australia Incorporated
377A Cross Road
Edwardstown SA 5039

ABN: 70 673 398 230

Procurement and Grants

Level 7
108 North Terrace
Adelaide SA 5000

GPO Box 292
Adelaide SA 5001

DX115

ABN 11 525 031 744

Dear Mr Pattinson

Re: Grant Offer for Food Relief Investment

I am pleased to offer you a grant of \$693,554 plus GST (if applicable) ('**Grant**') on behalf of the Minister for Human Services ("**Government Party**").

The details of the Grant are set out in Attachment 1.

This offer is subject to your acceptance of the contents of this Letter of Offer, the Grant Details set out in Attachment 1, the Grant Terms and Conditions set out in Attachment 2 and any Special Conditions set out in Attachment 3. A Working with children check under the Child Safety (Prohibited Persons) Act 2016, as applicable by law, is required if you work with children.

To accept this offer, you must sign the Acknowledgement and Acceptance of Offer on the next page, Attachment 4 EFT Authorisation Form, scan and return the **entire** agreement to dhsprocurementcontracts@sa.gov.au.

This offer will lapse if your acceptance is not received within 30 days of the date of this letter.

If you accept this offer you are agreeing to be legally bound by the terms of this Grant Agreement. The following documents will make up the Grant Agreement:

- This Letter of Offer;
- Your signed acceptance of this offer;
- The Grant Details (Attachment 1);
- The Standard Terms and Conditions (Attachment 2);
- The Special Conditions (Attachment 3) (if any);
- The EFT Form (Attachment 4);
- The Acquittal Form (Attachment 5).

If you have any queries regarding this offer, please do not hesitate to contact Rory Spreckley on 08 8207 0351.

Yours faithfully

Clause 6(1)

Lois Boswell
Chief Executive

18 / 06 / 2021

Enclosure. **Attachment 1: Grant Details**
 Attachment 2: Grant Terms and Conditions
 Attachment 3: Special Conditions
 Attachment 4: EFT Form
 Attachment 5: Acquittal Form

**ACKNOWLEDGEMENT & ACCEPTANCE OF OFFER
OF GRANT FOR FOOD RELIEF INVESTMENT**

I *GREG PATTERSON*, authorised officer, for and
on behalf of Foodbank of South Australia Inc. (ABN 70 673 398 230) ("**Recipient**") acknowledge
and accept the terms and conditions specified in this Letter of Offer and in Attachments 1, 2 and 3.

Signature: 
Clause 6(1)

Print Full Name: *GREGORY PATTERSON*

Position/Office: *CEO*

Date: *21 / 6 / 21*

Signed in the presence of:

Witness: 
Clause 6(1)

Print Full Name: 
Clause 6(1)

Date: *21 / 6 / 21*

Attachment 1 - Grant Details

Item 1	Government Party	The Minister for Human Services, a body corporate pursuant to the Administrative Arrangements Act, 1994, and whose office is situated at Level 12, 1 King William Street Adelaide SA 5000 in the State of South Australia.
Item 2	Recipient	Foodbank of South Australia Incorporated 377A Cross Road Edwardstown SA 5039
Item 3	Commencement Date	1 July 2021
Item 4	Expiry Date	30 June 2024
Item 5	Extension Period(s)	Not applicable
Item 6	Recipient's ABN	Recipient has an ABN: Yes ABN: 70 673 398 230 Registered for GST: Yes
Item 7	Contact Persons	Government Party: Rory Spreckley Manager, Office for Problem Gambling and Statewide Programs Phone: 8207 0351 Email: Rory.Spreckley@sa.gov.au Recipient: Greg Pattinson Chief Executive Officer Phone: 08 8351 1136 Email: gregp@foodbanksa.org.au
Item 8	Purpose	To maintain and support the operation of food hub outlets at Bowden, Edwardstown, Elizabeth, and Port Pirie, as well as supporting Foodbank's ongoing operations and improving outcomes for vulnerable by supporting access to nutritious and affordable food. Foodbank will provide services to people on low incomes experiencing financial hardship through collaborations with community sector organisations that assess and assist people on low incomes who are experiencing hardship and food insecurity with referrals to Foodbank. Foodbank will also support the broader community sector with the provision of food goods and in particular fresh fruit and vegetables. Foodbank while in receipt of this funding will remain a signatory to the South Australian Food Relief Charter and commit to the guiding principles within to inform their service delivery and guide future actions.

Item 9	Outcomes	<p>The grant recipient will be required to achieve the following outcomes and performance indicators:</p> <table border="1"> <thead> <tr> <th>Outcome</th><th>Key Performance Indicator</th><th>Target (per Annum)</th></tr> </thead> <tbody> <tr> <td>Affiliated member agencies report the service is appropriate for their clients.</td><td>Records confirm partner agency satisfaction rating regarding: <ul style="list-style-type: none"> Variety Value for Money Growth in the kilograms of fruit and vegetables distributed. </td><td> <ul style="list-style-type: none"> 90% 90% 10% </td></tr> </tbody> </table>	Outcome	Key Performance Indicator	Target (per Annum)	Affiliated member agencies report the service is appropriate for their clients.	Records confirm partner agency satisfaction rating regarding: <ul style="list-style-type: none"> Variety Value for Money Growth in the kilograms of fruit and vegetables distributed. 	<ul style="list-style-type: none"> 90% 90% 10%
Outcome	Key Performance Indicator	Target (per Annum)						
Affiliated member agencies report the service is appropriate for their clients.	Records confirm partner agency satisfaction rating regarding: <ul style="list-style-type: none"> Variety Value for Money Growth in the kilograms of fruit and vegetables distributed. 	<ul style="list-style-type: none"> 90% 90% 10% 						
Item 10	Reports and Meetings	<p>In addition to data on the achievement of Outcomes (Item 9), the following data will be provided by the grant recipient in six-monthly intervals:</p> <ul style="list-style-type: none"> Kilograms of food distributed Kilograms of fruit and vegetables distributed Number of vouchers utilised (by agency) Average number of customers per day Average voucher amount Total meals provided Average meals per voucher Number of people assisted <p>Throughout the term of the agreement, the Contract Manager from each party may meet to discuss service delivery, improvements, and any issues.</p>						
Item 11	Grant Amount	<p>\$693,554</p> <p><input type="checkbox"/> GST inclusive</p> <p><input checked="" type="checkbox"/> GST exclusive</p> <p><input type="checkbox"/> no GST payable</p>						
Item 12	Payment Details	<p>Schedule of Payments:</p> <p>Year 1 (2021/22): \$225,500 (GST exclusive)</p> <p>Year 2 (2022/23): \$231,138 (GST exclusive)</p> <p>Year 3 (2023/22): \$236,916 (GST exclusive)</p> <p>Manner of Payment: Quarterly in advance</p>						
Item 13	Tax Invoice Issuing Party	<p><input checked="" type="checkbox"/> Government Party</p> <p><input type="checkbox"/> Recipient</p>						
Item 14	Grant Reconciliation Date(s)	<p>Foodbank SA will provide twice-yearly expenditure reports for each Financial Year. These reports will be due by 31 January and 31 July to the Minister detailing receipt and expenditure of the allocated funds.</p>						
Item 15	Additional Recipient Financial Information	<p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>						
Item 16	Government Party IP Licence	<p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>						
Item 17	Insurances							

	Public Liability Insurance	Not less than \$10,000,000
Item 18	Liability Limit	1 x Total Grant Amount
Item 19	Notice Period for Termination for Convenience	Not applicable
Item 20	Form of Funding Acknowledgement	The grant recipient must acknowledge the Department in publications and promotions about the activities funded by the Grant.

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. FUNDING PERIOD

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

2. CONTACT PERSONS

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

3. PURPOSE

The Recipient must use the Grant solely for the Purpose to achieve the Outcomes.

4. FUNDING AND INVOICING

- 4.1 If the Tax Invoice Issuing Party is the Government Party:
- (a) the Parties agree that this Agreement satisfies the requirement for a written agreement specifying the supplies to which the Recipient Created Tax Invoice ("RCTI") relates;
 - (b) the Government Party must provide a copy of the Tax Invoice to the Recipient within 30 days of the making, or determining of the value, of the Taxable Supply; and
 - (c) The Recipient must not issue a Tax Invoice in respect of a Taxable Supply the subject of the RCTI.
- 4.2 If the Tax Invoice Issuing Party is the Recipient, the Recipient may invoice the Government Party for payment in respect of the Grant after the Commencement Date.
- 4.3 The Government Party will pay the Grant in the amounts and at the times specified in Attachment 1 upon receipt of a Tax Invoice.
- 4.4 For agreements greater than 12 months, on each anniversary of the Commencement Date during the period of the Agreement:
- (a) the amount of the unpaid Grant will be indexed by the NFP Indexation Rate for that Financial Year; and
 - (b) the Government Party must issue a revised Schedule of Payments (including past amounts paid and indexed instalments payable for the remaining Grant period).
- 4.5 Clause 4.4 does not apply if the Government Party advises the NFP that the Grant payable for each year of the Agreement has already been indexed by the NFP Sector Indexation Rate.
- 4.6 The Recipient must ensure that it can properly account for the Grant received under the Agreement.

5. GST

- 5.1 Subject to clause 5.2 and 5.3 the Recipient represents that:
- (a) the ABN shown in Attachment 1 is the Recipient's ABN; and
 - (b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth).
- 5.2 If the Recipient is not registered for GST, then GST must not be charged on supplies made under this Agreement.

- 5.3 If the Recipient does not have an ABN it must submit an ATO *Statement by a Supplier* to the Government Party otherwise the Government Party may be obliged under the *Taxation Administration Act 1953* to deduct a withholding from the Grant and will not be obliged to gross up the Grant or provide any other compensation to the Recipient.

6. REPAYMENT OF UNALLOCATED FUNDS

- 6.1 At the end of the Funding Period, if the Recipient has not expended all of the Grant, it must notify the Government Party of the unexpended amount and may submit a written request for retention or carryover of unexpended amounts specifying:
- (a) the amount to be retained or carried over; and
 - (b) the purpose for which the unexpended amount will be used.
- 6.2 The Government Party must consider the Recipient's request and notify the Recipient in writing whether it:
- (a) agrees that the Recipient may retain or carry over all or part of the unexpended amount; or
 - (b) requires the Recipient to repay all or part of that amount as notified by the Government Party, to the Government Party within 30 days of receipt of the notice from the Government Party.

7. PROVISION OF INFORMATION

- 7.1 The Recipient must provide those reports and other documents and must attend meetings, as specified in Attachment 1.
- 7.2 If the Government Party reasonably suspects that the Grant is not being used for the Purpose, it may request additional information from the Recipient.
- 7.3 The Recipient must immediately inform the Government Party of any significant changes to the nature and/or scope of the activities conducted by the Recipient which would impact on the Purposes or the Outcomes under this Agreement.

8. FINANCIAL REPORTING AND AUDITING

- 8.1 The Recipient must provide an acquittal in relation to the expenditure of all funds under this Agreement using the form in Attachment 4:
- (a) certifying that the Grant has been properly spent, in accordance with the requirements of the Agreement
 - (b) signed by two persons authorised by the Recipient's board of management (or equivalent); and
 - (c) within three months of the end of each Financial Year during the Term or other dates as may be specified in Attachment 1 ("Grant Reconciliation Date(s)").
- 8.2 If the Recipient is required by law to prepare audited financial statements, the Recipient must provide the Government Party with copies of such audited financial statements, within six months of the end of each Financial Year during the Term.
- 8.3 If the Recipient is not required by law to prepare audited financial statements, and only if specified in Attachment 1, the Recipient must provide the Government Party with the following financial statements, within six months of the end of each Financial Year during the Term:
- (a) A balance sheet;
 - (b) An income and expenditure statement; and
 - (c) A statement of changes in equity for the Financial Year,
- (together "Additional Recipient Information").

- 8.4 The Recipient agrees the Government Party may direct that the financial accounts of the Recipient be audited at the Government Party's cost, and the Government Party may specify the minimum qualifications that must be held by the person appointed to conduct the audit.
- 8.5 If the audit discloses that the Recipient has applied the Grant for a purpose other than the Purpose then the Recipient will be required to reimburse the Government Party the costs of the audit and clause 17.1 will apply.
- 9. INSPECTION**
- 9.1 The Recipient must allow any officer or person authorised by the Government Party on the giving of reasonable notice, to enter the premises of and to inspect the operations of the Recipient (including equipment, premises, accounting records, documents and information) and interview the Recipient's Personnel on matters pertaining to the operations and reporting obligations of the Recipient under this Agreement.
- 10. INTELLECTUAL PROPERTY RIGHTS**
- 10.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 10.2 If specified in Attachment 1, the Recipient grants the Government Party and the State of South Australia a non-exclusive, perpetual, royalty free licence to use any intellectual property created as part of the Purpose.
- 11. CONFIDENTIAL INFORMATION**
- 11.1 Subject to this clause 11, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 11.2 A Party may disclose Confidential Information belonging to the other Party:
- (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
 - (b) as required by law or a court order;
 - (c) in accordance with any Parliamentary or constitutional convention;
 - (d) for the purposes of prosecuting or defending proceedings.
- 11.3 The Parties may mutually agree to disclose Confidential Information.
- 12. PRIVACY**
- 12.1 The Recipient must comply with the *Privacy Act 1988* (Cth) ("**Privacy Act**") and the Australian Privacy Principles established under that Act in undertaking its obligations under this Agreement including in relation to all Personal Information received created or held by it for the purposes of this Agreement.
- 12.2 The Recipient must promptly notify the Government Party if it fails to comply with this clause or if it becomes aware of any actual or threatened disclosure of or unauthorised access to Personal Information.
- 12.3 For the purposes of this special condition, "Personal Information" has the same meaning as in the Privacy Act.
- 13. PUBLICITY**
- 13.1 The Recipient will acknowledge the Grant by the Government Party in any advertising, publicity or promotional material relating to this Agreement in the manner specified in Attachment 1.
- 13.2 The Recipient will participate in promotional or publicity activity in relation to this Agreement as is reasonably required by the Government Party.
- 13.3 The Recipient and the Government Party must use their best endeavour to mutually agree on the content of any public announcements or media releases about this Agreement.
- 13.4 If due to urgent circumstances or due to the nature and timing of the media request, it is not possible to provide prior notice of an announcement or media release to the other Party, then the Party making the announcement or media release must notify the other Party and provide a summary of the announcement or a copy of the media release as soon as possible after making the announcement or media release.
- 13.5 Nothing in this clause derogates from the operation of the *Not-for-Profit Sector Freedom to Advocate Act 2013*.
- 14. INSURANCE**
- 14.1 The Recipient must effect and maintain the insurance specified in Attachment 1 for not less than the amount specified in Attachment 1 during the Funding Period.
- 15. LIABILITY LIMIT**
- 15.1 The Recipient's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.
- 16. DISPUTE RESOLUTION**
- 16.1 Subject to clause 16.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 16.2 Either Party may give the other a notice in writing ("**dispute notice**") setting out the details of the dispute.
- 16.3 Within seven days or such other period as may be agreed by the Parties, the Contact Persons must meet and use reasonable endeavours to resolve the dispute.
- 16.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.
- 17. DEFAULT AND TERMINATION**
- 17.1 If the Recipient does not apply any part of the Grant for the Purpose or if the Recipient materially fails to comply with this Agreement at any time, the Government Party may upon giving written notice to the Recipient:
- (a) require the Recipient to repay either the whole or a portion of the Grant (whether expended or not) within 30 days of a written demand from the Government Party;
 - (b) withhold funds not already paid;
 - (c) withhold future funding from the Recipient; and/or
 - (d) terminate this Agreement.
- 17.2 Either Party may terminate this Agreement without cause by giving the other Party the period of notice specified in Attachment 1 ("**Notice Period for Termination for Convenience**").
- 18. EFFECT OF ENDING THIS AGREEMENT**
- 18.1 Any termination of this Agreement does not affect any accrued right of either Party.
- 18.2 Despite termination or expiry of this Agreement, this clause 18 and clauses 6, 7, 8, 9, 10, 11, 12, 15 and those Special Conditions that by their nature remain in force, will survive.
- 19. CONTRACT DISCLOSURE**
- 19.1 The Government Party may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form, and either generally to the public or to a particular person as a result of a specific request.
- 19.2 Nothing in this clause derogates from:

- (a) the Recipient's obligations under any provisions of this Agreement; or
 - (b) the provisions of the *Freedom of Information Act 1991* (SA).
- 20. **COMPLIANCE WITH LAWS AND POLICIES**
 - 20.1 The Recipient must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.
 - 20.2 The Recipient must comply with any policies notified by the Government Party in writing at the Commencement Date.
- 21. **GOVERNING LAW AND JURISDICTION**
 - 21.1 This Agreement is governed by the laws in the State of South Australia.
 - 21.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.
- 22. **ENTIRE AGREEMENT**

The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.
- 23. **NO ASSIGNMENT**
 - 23.1 The Recipient must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.
 - 23.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.
- 24. **MODIFICATION**

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless agreed by the Parties in writing.
- 25. **SEVERANCE**
 - 25.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.
 - 25.2 Severance of any part of this Agreement will not affect any other part of this Agreement.
- 26. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one instrument. An executed counterpart may be delivered by email.
- 27. **NO FURTHER OBLIGATION**
 - 27.1 The Recipient acknowledges that the Grant represents a one-off contribution by the Government Party towards the Purpose, and the Recipient agrees any request for subsequent funding will require a new application to the Government Party. The Government Party is under no obligation to agree to pay any subsequent funding to the Recipient.
 - 27.2 The Recipient acknowledges the Government Party will not be liable to reimburse the Recipient for any losses or cost over runs that may result from the

operation of this Agreement or the carrying out of the Purpose.

28. INTERPRETATION

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

29. DEFINITIONS

In this Agreement:

- (a) "**Confidential Information**" means information which is identified as confidential information by a Party, but does not include this Agreement;
- (b) "**Extension Period(s)**" means the period(s) specified in Attachment 1;
- (c) "**Financial Year**" means a year commencing on 1 July and ending on 30 June;
- (d) "**Funding Period**" means the period specified in Attachment 1 including any Extension Periods;
- (e) "**Grant**" means the funds payable under this Agreement specified in Attachment 1 and includes previous indexation amounts applied and notified under clause 4;
- (f) "**GST**" means the tax imposed by the GST Law;
- (g) "**Intellectual Property Rights**" means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a),but for the avoidance of doubt excludes moral rights and performers' rights;
- (h) "**NFP**" means a not for profit organisation;
- (i) "**NFP Sector Indexation Rate**" is the annual rate as published on the Department of Treasury and Finance www.treasury.sa.gov.au;
- (j) "**Party**" means a party to this Agreement;
- (k) "**Special Conditions**" means the conditions specified in Attachment 3; and
- (l) "**Total Grant Amount**" means the total value of the funding provided under this Agreement including where relevant any NFP Sector Indexation.

30. SPECIAL CONDITIONS

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

Attachment 3 – Special Conditions

Not used



Government of South Australia
Department of Human Services

Attachment 4 – EFT Authorisation Form

Please complete all three sections of the form (required fields are indicated with a *)

1. Vendor Details	
Vendor Id (OFFICE USE ONLY)	

*ABN Name	Foodbank of South Australia Incorporated		
*ABN number	70 673 398 230		
*Address	377A CROSS RD		
*City/Suburb	EDWARDSTOWN		
*State	SA	*Post Code	5039
Fax No.		*Phone No.	08 8351 1136
*Email	greg@foodbanksa.org.au		

MAILING ADDRESS IF DIFFERENT

Address			
City/Suburb			
State		Post Code	
Fax No.		Phone No.	
Email			

2. VENDOR INDEMNITY

I/ We hereby agree for all payments by the Department of Human Services for goods and services supplied to the Department of Human Services to be made by way of direct credit to the bank account details below.

I/ We hereby guarantee that the following details are bona fide, and agree to indemnify the Department of Human Services against any loss or damage suffered if the details provided are incorrect

*Primary Officer bearer name	Greg Patkinson	*Signature	Clause 6(1)
*Title	CEO	*Date	21/6/21
Contact Number	Clause 6(1)	Email	greg@foodbanksa.org.au
*Treasurer name	Monique Cesang	*Signature	Clause 6(1)
*Title	CFO	*Date	21/6/21
Contact Number	08 8351 1136	Email	moniquec@foodbanksa.org.au

3. BANK DETAILS

Your Organisation Name must be included in the name of your bank account.

All State Government funding (for any grant program) will be deposited into one bank account per Organisation (per ABN).

Any information you provide via this form will supersede any previous bank account details provided.

*Account Name	Clause 7(1)(b), Clause 7(1)(c)	Account Number	Clause 7(1)(b), Clause 7(1)(c)
*Bank BSB No.		*Bank Name	Clause 7(1)(b), Clause 7(1)(c)
Clause 7(1)(b), Clause 7(1)(c)			

Attachment 5 – Acquittal Form

Project ID: ALP07-02

Department of Human Services

Financial Acquittal

For the Period:

Due Date:

FGMS Project ID:

Region:

Organisation Name:

Funding	For the Period \$	Year to Date \$
DHS Funding for this Project		
Unspent DHS funds carried forward from previous quarter		
DHS program funds received for this quarter		
Total Funding	0	0
Expenses		
Salaries/Wages (and on costs) for staff involved in the provision, supervision or management of services to clients		
Salaries & Wages		
Salary On Costs		
Other Related Costs:		
Staff Training and Development		
Supporting / Training Volunteers		
Uniforms		
Travel		
Direct Service/Program Delivery Expenses		
Activity / Program materials (incl creche)		
Transport & Vehicle Related Expenses		
Evaluation & Reporting		
Interpreters		
Sub-total	0	0
In-Direct Program Expenses and Operating Costs		
Infrastructure costs		
Rent		
CEO and/or Governance functions		
Quality assurance programs		
Human resources management		
ICT functions and telecommunications		
Administrative services		
Office supplies		

Sub-total	0	0
Total Expenditure	0	0
Surplus (+) / Deficit (-)	0	0
Variance Explanation for the Period: (this section must be completed if Surplus or Deficit is > \$1,000)		
Variance Explanation for Year to Date: (this section must be completed if Surplus or Deficit is > \$1,000)		
In relation to the receipts and expenditure items detailed above, we hereby affirm that the funds provided by the Department of Human Services have been applied to approved purposes in accordance with the Service Agreement. Funds remaining are to be repaid to the Department unless the Chief Executive of the Department has given specific approval for the funds to be retained by the recipient body.		
Senior Officer		Senior Officer
Signature:		Signature:
Name:		Name:
Office Held:		Office Held:
Date:		Date:



Government
of South Australia



DOCUMENT 7

Project ID: P10019-V02 / ALP07-02

11 October 2023

Mr Greg Pattinson
Chief Executive Officer
Foodbank of South Australia Incorporated
377A Cross Road
Edwardstown SA 5039

ABN: 70 673 398 230

Email: gregp@foodbanksa.org.au

Procurement and Grants
L8, Riverside Building
North Terrace
Adelaide SA 5000

GPO Box 292
Adelaide SA 5001
DX115
ABN 11 525 031 744

Dear Mr Pattinson,

P10019-V02 FOOD RELIEF INVESTMENT GRANT AGREEMENT – VARIATION LETTER

I refer to the agreement between the Minister of Human Services (**Government Party**) and Foodbank of South Australia Incorporated (**Recipient**) dated 21 June 2021, for the purpose of increased provision of services and/or capacity building activities as a variation to the current Grant (**Agreement**).

I confirm that the parties have agreed to vary the Grant Agreement as follows:

1. **Attachment 1 – Item 11 - Grant Amount** – To amend the total Grant Amount to 1,254,868 (GST exclusive) over the three (3) year period.
2. **Attachment 1 – Item 12 - Payment Details** – To amend the Payment Details to include the 2023/24 additional funds of \$500,000 (GST exclusive)

The parties further agree that in all other respects the terms and conditions of the Grant Agreement shall continue to apply without Variation.

In consideration of this Variation by the Government Party, you will pay a variation fee of \$1.10 (GST inclusive) if demanded by the Government Party.

Please signify your agreement to the Variation by signing and returning this letter via DocuSign.

Yours sincerely,

Clause 6(1)

Sandy Pitcher
Chief Executive – DHS

.....
Date: 03/11/2023

Foodbank of South Australia Incorporated hereby agrees to vary its Agreement dated 21 June 2021 with the Government Party on the terms specified in this letter.

Signed for and on behalf of Foodbank of South Australia Incorporated.

DocuSigned by:

Clause 6(1)

.....A40DEC99887E8417.....

Name:

CEO

.....
Title:

06-Nov-2023

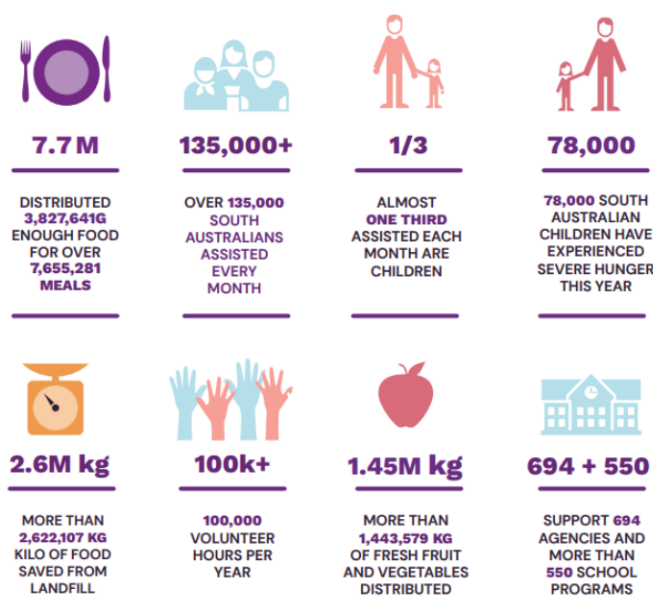
.....
Date:

COMMUNITY FOODBANK - ALP07-01

FOODBANK IS BY FAR, THE LARGEST HUNGER RELIEF ORGANISATION IN SOUTH AUSTRALIA.

The rising cost of living has put significant extra pressure on already struggling families. This has resulted in 150,000 South Australian households experiencing food insecurity in the last 12 months. These South Australians have been skipping meals or missing whole days without food. Foodbank are currently providing food relief to more than 135,000 South Aussies every month.

Foodbank SA has distributed 7.7M meals in the 12 months to 30 June 2023, including 1,450 tonnes of free fresh fruit and vegetables, despite continued fruit fly challenges. Foodbank SA are providing more than 80% of the food required by the welfare sector in South Australia. Foodbank SA has the largest geographical reach of any food relief charity across South Australia and the only food relief charity operating in most regional and remote communities, including the APY Lands.



SOCIAL RETURN OF INVESTMENT

Foodbank's food assistance not only addresses people's immediate nutrition needs but also contributes to improvements in their health, emotional wellbeing, sense of self-worth, social relationships and ultimately overall standard of living. Combined with the environmental savings of food not going to waste, the benefit to the individual and the broader community that flows from every kilogram of food distributed by Foodbank is valued at \$23 per kilogram per adult, for a child this rises to \$110 per kilogram. The SROI of Foodbank on the South Australian community, solely on the \$23 per kilo **\$88.5 million impact in the South Australian community.**

PARTNERS/AGENCIES

694 Agencies access our services each month, including Salvation Army, Anglicare, Baptist Care, Lutheran Community Care, St Vincent de Paul, Puddle Jumpers, Heart and Soul, with many of these agencies and another 100+ schools referring their clients to the Hubs including Anglicare, Australian Red Cross, Marion Life Community Centre, Salvation Army, St Vincent de Paul, United Care, United Communities, AC Care, Life Without Barriers.

FOOD HUBS

Foodbank SA & NT operate 10 hubs in South Australia, 5 are metropolitan and 5 are regional.

We now provide a pop-up food hub in Port Lincoln every fortnight.

Our two mobile food hubs operate in locations where there are limited or no agency food relief support, providing opportunities for efficient food relief into these locations. These mobile food hubs can be redirected to where food relief is needed the most including in times of natural disasters or crisis (as need with State Government agencies). There are 18 locations currently supported by the Metro and Regional Mobile Food Hubs.

The Food Hub model provides clients with a dignified shopping experience as they have the ability to choose their own products. Some clients have reported the hub model helps them feel in control when using their own funds.

GEOGRAPHIC REACH

Foodbank SA & NT are the only Food Relief charity that have a regional presence, that cover most of the state, with locations in Whyalla, Riverland, Murraylands, Ceduna, Limestone Coast, we deliver the APY lands.

FOOD HUB METRICS:

	Hubs	Agencies	Av clients/ day *	Clients (vouchers)**	Meals	Assisted	Value (target 90%)***	Variety (target 90%)***	Growth in free F&V kgs (target 10%)
Dec-23	10	454	402	67,721	2,447,258	183,847	93%	89%	394,352
Dec-22	10	407	402	47,156	1,698,852	146,284	93%	89%	250,122
+/-	0%	12%	0%	44%	44%	26%	0%	0%	58%
Jun-23	10	480	475	83,099	3,602,750	193,796	92%	87%	556,895

All clients that present through the hubs have access to further information on support services to other agencies

* Client numbers continue to increase every month, December saw an average of 679 per day over the 10 sites. The most clients presented in one day was 170 at Woodville. *** Results from 1,206 clients surveys.

963 clients of the 1,206 surveyed gave Foodbank a 10/10 for excellent experience and 954 said they would 10/10 recommend Foodbank.

Total Fruit and Vegetable kilograms distributed remain high despite the ongoing fruit fly issues in South Australia during the year which limited supply.

ONGOING INITIATIVES/COLLABORATIONS

Free Fruit and Vegetables for all	Frozen ready-made meals
Free Bread	Meal packs
Food Education Program (access now via video)	Free Filled handbags for Women via Share the Dignity
Subsidized meat & meal packs	Free Raffles
Snack packs	Free Toys/Christmas Gifts (through Amazon)
Free books	Free Winters Warmers via the Knitter Knatters

FOODBANK FOOD EDUCATION PHD PROJECT

Foodbank have collaborated with the University of Adelaide to engage a PhD student study with Foodbank. The PhD project aims to evaluate the impact of healthy merchandising strategies in the emergency food relief environment, specifically Foodbank SA Food Hubs and the warehouse. This will include looking at the positioning, pricing and in store signage of food.

CLIENT FEEDBACK – WHAT ACCESS TO FOODBANK MEANS TO YOU?

"Foodbank means that I am welcomed and treated with respect and dignity even if I don't fit society's stereotypical ideal of someone in need, it means I am not judged on how I look or what I wear, as no one knows my story or why I am accessing food services, Foodbank means to me that no matter your background or your experience if you need help it is there without any judgement."

"Can't afford Woolies, with Food Hubs I can get \$100 shopping for \$30."

"Absolutely heart-warming lovely people, music, life savers. Value for money. Thankyou"

"Was absolutely lovely. I was very anxious and everyone made me feel extremely welcome and helped me work it all out"

"A safe place, the impact of free fruit and veg and the amazing selection of reduced prices. The staff are amazing. Thankyou"

"If it wasn't for food bank, my kids wouldn't eat properly. As a mum, I feel like a massive failure because of my financial situation due to my psychiatric condition. The people who work there don't judge, always have a smile and are such beautiful souls. They make it feel like its a normal grocery store. No stigma, no side eye. This organisation is an organisation I always and forever will be grateful for"

"Without the help of this service I'd be lost right now!"

"It was great help. Products here are so so much cheaper. With my 25 dollar voucher I could buy almost one trolley of food. Even the staff are so helpful managing the stuffs on trolley and helping to load it too. I do really appreciate the food bank and team. Thankyou so much"

"It means to me I can survive week to week when it comes to nutrition and my health. What I really like is the difference in goods from week to week. There are great products I just could not afford to purchase and that makes me very happy with the choices available. I suffer from mental health problems and the people I have been able to exchange communication with are very welcoming and warm."

"Access to Foodbank means I no longer need to worry that I will have enough money to properly feed my children. They will always have fruit to take to school, a decent meal at night and treats that I often couldn't afford. The manager and staff were wonderful, they made me feel welcomed and answered any questions I had."

"Helped me a lot with school snacks and day to day living. Best place I've ever seen or heard of"

"Foodbank makes a huge difference as I have no income at present. There is always something different on the shelves and the staff are lovely. I don't feel uncomfortable going."

"It means a lot to me, I am so grateful that Foodbank always helps me. It brings tears to my eyes."

"I love foodbank!"

"The food hub has been my primary source of nutritional meals. I really enjoy dropping in regularly to the southern port Pirie food hub, it is always an enjoyable experience. Very friendly staff. With a fortnightly food budget of \$14 I would not be able to survive without the food hub. Thank you guys."

"I cannot thank the staff at Woodville enough, for not only do they always make me feel welcomed, but they always make me smile, and I have not had a lot to smile about in recent years. They genuinely care about the people who walk through their doors and are always pleased to see you. I cannot praise them enough."

"Foodbank has allowed me to put a bit more \$ into other areas, also helping another person. Staff are cheerful and helpful, they are doing a fantastic service, BIG thanks to Coles and any other organizations involved"

"It allows ones limited resources to be spread further allowing access to other purchases that would be impossible without this valuable service."

"Foodbank is a godsend...I can cook a variety of meals and fill the freezer. Which frees up money for bills."

"Foodbank has been a life saver, being able to access food at a discounted price means I can use money towards the bills. So grateful that the service is available to the community. Thank you."

"I think Foodbank is a major player in saving lives."

"Free fruit and veg and bread. Amazing so great. My daughter was wrapped with her new school bag. Thankyou."

"a great deal more money for petrol to go to doctors etc, appreciate everything!"

"I would struggle to pay utilities without foodbank so needed, thankyou"

"But having this food meant I didn't have to go back to him and ask for money or go back to him. It meant I could feed my kids."

"This is so awesome. It helped me provide for my family and I feel so grateful. Battling to choose between bills and quality food foodbank has been so so amazing for me and my family."

"Hard to put into words. Has kept me above water fed and able to maintain housing"

"Foodbank helps me by providing reliable, affordable food and household items. Sometimes the value of a shop is upward over \$100- 200 for which I pay \$30 - 50."

"My experience to date has been amazing, the volunteers here at Whyalla are part of an fabulous team, so helpful, pleasant and obliging. I would be very disappointed to lose the privilege I feel I have in shopping at Foodbank Whyalla. I do hope that would never happen. It has made such a difference to our community and the spirit of generosity has been lifted amongst the clientele. You can feel the gift and joy of sharing in the air each time you shop. The clientele range from single mums and dads, aged pensioners, low income earners and those with disabilities and many more. They all have amazing stories to tell."

"It means my kids can eat."

DATA: 1 JULY 2023 TO 31 DECEMBER 2023

Hub Vouchers	Ceduna	Edwards' town	Murray Bridge	Limestone Coast	Metro Mobile	Davoren Park (Northern)	Riverland Mobile	Christies Beach (Southern)	Woodville (Western)	Whyalla	Total
Kilos dist	29,892	106,197	108,987	86,663	45,891	254,449	81,386	175,775	214,399	119,990	1,223,629
Free Fruit & Veg kgs	6,943	32,667	19,909	27,118	15,799	87,853	26,590	59,518	84,071	33,884	394,352
Total Meals	59,784	212,394	217,974	173,326	91,782	508,898	162,772	351,550	428,798	239,980	2,447,258
No of vouchers	1603	6,859	6,046	4,046	3,340	13,067	4,128	11,063	12,400	5,169	67,721
No of Agencies	22	170	73	66	94	154	54	159	179	60	1,031
agency pays	6%	34%	8%	18%	11%	41%	27%	27%	32%	18%	22%
user pays	94%	66%	92%	82%	89%	59%	73%	73%	68%	82%	78%
Adults Helped	3,029	10,452	10,815	6,778	5,248	23,534	6,142	18,343	21,455	8,594	114,390
Children Helped	1,391	5,280	6,789	4,333	2,189	19,536	2,366	11,260	12,599	3,714	69,457
Total	4,420	15,732	17,604	11,111	7,437	43,070	8,508	29,603	34,054	12,308	183,847
ID as Aboriginal or TSI **	1,616	-	-	-	7	-	-	-	-	113	1,736
Av # of customers/day	21	54	48	42	31	103	37	87	98	48	568

Foodbanks SA distributed 6,342kg to the Pt Pirie Hub run by United Care SA, this includes 381kg of fruit and vegetables. This equates to over 12,684 meals. Please note no other data has been provided by Pt Pirie hub, as they will report independently from Foodbank SA.

"Prior to becoming employed with UCSA, I knew very little about the Foodbank and the wonderful and varied work the organisation does. The Community Centre in Port Pirie operates a small Food Pantry and the food is from Foodbank. We receive our orders on a fortnightly basis, and Gary and the team that deliver to Port Pirie are absolutely fantastic. They're always friendly and helpful, and a make out delivery smooth and easy, as well as providing us with a happy greeting and a laugh."

Department of Human Services
Community and Partnerships Division
 Financial Acquittal

Period: Q1 & Q2 FY 2023-24

eg Q1, Q2, Q3, Q4, H1, H2, A (see Explanatory Notes) and Financial Year eg 2023-24

Due Date: 31-Jan-24

FGMS Project ID: ALP07-01

Region: Metropolitan Adelaide

Organisation Name: Foodbank of South Australia

Funding

Period \$

YTD

DHS Funding for this Project

Unspent DHS funds carried forward from previous period
 DHS program funds received for this period

Clause 7(1)(b), Clause 7(1)(c)

Total Funding

Expenses

Salaries/Wages (and on costs) for staff involved in the provision, supervision or management of services to clients

Salaries & Wages
 Salary On Costs (Workers Compensation, Superannuation, Long Service Leave Provision)

Other Related Costs:

Staff Training and Development
 Supporting / Training Volunteers
 Uniforms
 Travel

Direct Service/Program Delivery Expenses

Activity / Program materials (incl crèche)
 - Additional purchasing of Food & Grocery Staples
 - Fruit & Vegetable sourcing and distribution in the hubs @ 50c as agreed
 - Price reduction in the Hubs
 Transport & Vehicle Related Expenses (additional freight. Excluding school programs)
 Evaluation & Reporting
 Interpreters

Clause 7(1)(b), Clause 7(1)(c)

Sub-total

In-Direct Program Expenses and Operating Costs

Infrastructure costs
 Rent
 CEO and/or Governance functions
 Quality assurance programs
 Human resources management
 ICT functions and telecommunications
 Administrative services / Overheads as agreed at 18%
 Office supplies

0%

Sub-total

Total Expenditure

Surplus (+) / Deficit (-)

Variance Explanation for the Period: (this section must be completed if Surplus or Deficit is > \$2,000)

The cost of living crisis is evident in the increased number of South Australians we are seeing seeking food relief. We have seen a 44% increase in the number of vouchers presented via our hubs for the July to December 2024 period. For this period FBSA/NT have distributed over 4.6 Million meals to vulnerable South Australians, compared to 3.7 Million for the same period last year. The hubs accounted for 2.4M meals of these, up from 1.7M last year. Hence we are having to procure more food and groceries to meet the increase in demand.

Variance Explanation for Year to Date: (this section must be completed if Surplus or Deficit is > \$2,000)

In relation to the receipts and expenditure items detailed above, we hereby affirm that the funds provided by the Department of Human Services have been applied to approved purposes in accordance with the Service Agreement. Funds remaining are to be repaid to the Department unless the Chief Executive of the Department has given specific approval for the funds to be retained by the recipient body.

Senior Officer

Signature: **Clause 6(1)**

Senior Officer

Signature: **Clause 6(1)**

Name: **MONTIQUE LEBANA**

Office Held: **CFO**

Date: **21-2-24**

Name: **GREG PATTINSON**

Office Held: **CFO**

Date: **21/2/2024**



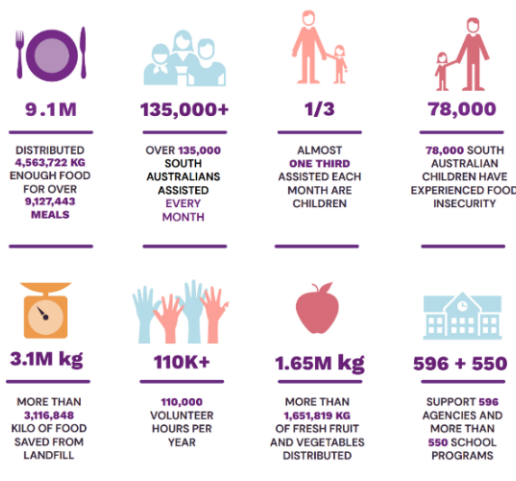
COMMUNITY FOODBANK - ALP07-02

FOODBANK IS BY FAR, THE LARGEST HUNGER RELIEF ORGANISATION IN SOUTH AUSTRALIA.

The rising cost of living has put significant extra pressure on already struggling families. This has resulted in 150,000 South Australian (SA) households experiencing food insecurity in the last 12 months. These South Australians have been skipping meals or missing whole days without food. Foodbank SA&NT are currently providing food relief to more than 135,000 South Aussies every month.

Foodbank SA&NT has distributed more than 9.1 million meals in SA in the 12 months to 30 June 2024, including 1,651 tonnes of free fresh fruit and vegetables, despite continued fruit fly challenges. Foodbank SA&NT are providing more than 80% of the food required by the welfare sector in South Australia. Foodbank SA&NT has the largest geographical reach of any food relief charity across South Australia and the only food relief charity operating in most regional and remote communities, including the APY Lands.

FOODBANK SA FAST FACTS 2024



SOCIAL RETURN OF INVESTMENT

Foodbank's food assistance not only addresses people's immediate nutrition needs but also contributes to improvements in their health, emotional wellbeing, sense of self-worth, social relationships and ultimately overall standard of living. Combined with the environmental savings of food not going to waste, the benefit to the individual and the broader community that flows from every kilogram of food distributed by Foodbank is valued at \$23 per kilogram per adult, for a child this rises to \$110 per kilogram. The SROI of Foodbank on the South Australian community, solely on the \$23 per kilo is **\$105 million impact in the South Australian community.**

PARTNERS/AGENCIES

596 Agencies access our services each month, including Salvation Army, Anglicare, Baptist Care, Lutheran Community Care, St Vincent de Paul, Puddle Jumpers, Heart and Soul, with many of these agencies and another 100+ schools referring their clients to the Hubs including Anglicare, Australian Red Cross, Marion Life Community Centre, Salvation Army, St Vincent de Paul, United Care, United Communities, AC Care, Life Without Barriers.

We have also partnered with SA Water, SA Power Networks, Cops for kids and Mt Gambier Police who have all provided hub vouchers for families they know need emergency food relief.

FOOD HUBS

Foodbank SA & NT operate 10 hubs in South Australia, 5 are metropolitan and 5 are regional.

Our two mobile food hubs operate in locations where there are limited or no agency food relief support, providing opportunities for efficient food relief into these locations. These mobile food hubs can be redirected to where food relief is needed the most including in times of natural disasters or crisis (as need with State Government agencies). There are 18 locations currently supported by the Metro and Regional Mobile Food Hubs. We are in the process of fitting out a further Mobile Food hub which will service the Eyre Peninsula, we hope to have this operation in the later part of 2024/25.

The Food Hub model provides clients with a dignified shopping experience as they have the ability to choose their own products. Some clients have reported the hub model helps them feel in control when using their own funds.

GEOGRAPHIC REACH

Foodbank SA & NT are the only Food Relief charity that have a regional presence, that cover most of the state, with locations in Whyalla, Riverland, Murraylands, Ceduna, Limestone Coast, we deliver the APY lands.

DATA: 1 JULY 2023 TO 30 JUNE 2024

Site	Ceduna	Edwards-town	Murray-lands	Mt Gambler	Metro Mobile	Davoren Park	Riverland Mobile	Christies Beach	Woodville	Whyalla	Total
Kgs dist	84,318	245,078	220,590	190,824	91,331	537,038	165,113	385,995	435,258	250,606	2,606,151
Fruit & Vegetables kgs	19,883	71,928	41,138	60,252	32,850	175,629	58,357	129,331	160,574	53,569	803,511
Total Meals	168,636	490,156	441,180	381,648	182,662	1,074,076	330,226	771,990	870,516	501,212	5,212,302
No of vouchers	4,199	15,497	12,804	8,806	7,261	28,340	8,374	23,682	25,288	10,491	144,742
Ave voucher value	\$47.45	\$32.39	\$41.03	\$43.49	\$22.97	\$36.74	\$32.80	\$33.31	\$31.26	\$41.03	\$35.25
No of Agencies	38	225	90	78	127	203	73	201	225	78	497
Ave customers/day	28	62	51	45	32	113	38	95	101	50	577
Agency Pays	5%	30%	6%	14%	10%	39%	18%	25%	29%	15%	24%
Customer Pays	95%	70%	94%	86%	90%	61%	82%	75%	71%	85%	76%
Adults Helped	7,920	21,103	22,536	14,738	10,812	50,693	12,467	39,876	43,170	16,207	239,522
Children Helped	4,058	10,500	13,920	8,814	4,691	41,951	4,741	24,376	25,677	8,124	146,852
Total People Helped	11,978	31,603	36,456	23,552	15,503	92,644	17,208	64,252	68,847	24,331	386,374
ID as Aboriginal or TSI **	3,120				11					1,282	4,413

** only sites that ask the question.

Foodbanks SA & NT distributed 12,431kg to the Pt Pirie Hub run by United Care SA, this includes 1,013kg of fruit and vegetables. This equates to approximately 25,000 meals. Please note no other data has been provided by Pt Pirie hub, as they will report independently from Foodbank SA.

FOOD HUB METRICS:

	Hubs	Agencies	Av clients/ day *	Clients (vouchers)**	Meals	Assisted	Value (target 90%)*	Variety (target 90%)*	Growth in free F&V kgs (target 10%)
Jun-24	10	497	577	144,742	5,212,302	386,374	90%	81%	803,511
Jun-23	10	480	475	83,099	3,602,750	193,796	92%	87%	556,895
+/-	0%	4%	21%	74%	45%	99%	-2%	-7%	44%

All clients that present through the hubs have access to further information on support services to other agencies

* Client numbers continue to increase every month, December saw an average of 679 per day over the 10 sites. The most clients presented in one day was 170 at Woodville.

*** Results from 625 clients surveys. Whilst we are still meeting the target for Value, we have to meet it for Variety. We are now asking clients to tell us what products they would like to see more of in our hubs, and we will endeavour to deliver a larger variety of products, bearing in mind we are not a large supermarket.

Total Fruit and Vegetable kilograms distributed remain high despite the ongoing fruit fly issues in South Australia during the year which limited supply.

ONGOING INITIATIVES/COLLABORATIONS

Free Fruit and Vegetables for all	Frozen ready-made meals
Free Bread	Meal packs
Food Education Program (access now via video)	Free Filled handbags for Women via Share the Dignity
Subsidized meal packs	Free Raffles
Snack packs	Free Toys/Christmas Gifts (through Amazon)
Free books	Free Winters Warmers via the Knitter Knatters

FOODBANK FOOD EDUCATION PHD PROJECT

Foodbank SA & NT have collaborated with the University of Adelaide to engage a PhD student study with Foodbank. The PhD project aims to evaluate the impact of healthy merchandising strategies in the emergency food relief environment, specifically Foodbank SA Food Hubs and the warehouse. This will include looking at the positioning, pricing and in store signage of food. This findings of this project will be released soon.

CLIENT FEEDBACK – WHAT ACCESS TO FOODBANK MEANS TO YOU?

"It means access to healthy, fresh meals without having to skip meals daily or wonder how I can eat" *Davoren Park*

"It gives me a chance to have a good balanced diet, with fruit and vegetables and the odd little treat. I would not be eating every day if it wasn't for food bank. Single women, recently unemployed, living on my own." *Mt Gambier*

"Hi I'm a 29 year old female. I am disabled. I have diabetes, and mental health. I get looks during any shopping trips, but when I go to food bank I'm treated with respect at all times. They make me laugh and smile. I feel welcome and not looked down at for getting help when I need it. Food bank has helped me so much. As price of living goes up I believe if it wasn't thanks for their help I wouldn't be eating correctly."

"Food Bank is amazing I'll go there every week it helps me and my family so much especially on a top Budget. The food is amazing and it's always different things there which is good and it's amazing how the bread and the fruit and vegetables are free just a wonderful place to have in a small country town With people on a very small income. I've had very good experience with Food Bank and Whyalla the managers there are amazing they help me and my family out when we needed them. They're very friendly to talk to the staff are very kind I would definitely go back every week"

"They are a godsend, my experience has been wonderful so happy to spread the word. Come along see for yourself. Maybe even eventually become a volunteer. Being on my own, I'm grateful for foodbank being close."

"Hi my name is Glenn I have a wife and two kids. Food Bank has been amazing in Whyalla to me and my family. It's very cheap and you get so much for your money. Specially on a very tight budget and specially when I don't work the food is amazing and there's always different varieties each week and it's amazing how the fruit and veggie is free especially for the kids for School, it's also good to have Food Bank in Whyalla for the people in need"

"We are a low income family after sickness and husband giving work up to help with recovery and my self learning to walk after 6 years of been wheel chair bound. Foodbank helps with feeding a family and provides things that we could possibly not afford. We really appreciate all the work that foodbank works and volunteers put in to help the low income families and needy. It shows good community spirit and support" *Riverland Mobile*

"Foodbank are very friendly people and helpful they assist you in every way. Foodbank has helped us in every way and don't know what we would do without them plus we have made good friends" *Davoren Park Hub*

"It is the only way that I can feed myself after paying rent and bills. Unemployed since I lost my job and was then assaulted soon after which resulted in multiple injuries. Have not been able to find work since." *Woodville Hub*

"Having access to food bank means a lot to my family means we can have fruit n vegetables in our diet and afford meat. Without food bank I'm not sure what life would look like. Very grateful for the service." *Davoren Park*

"Foodbank has been a real blessing to me. I can save a lot of money to buy other things, especially gluten free and lactose free, which are very expensive. Also, clothing, medical and school expenses. Foodbank allows me to access to fresh fruit and veggies, toiletries and of course groceries. Thanks!!!" *Metro Mobile Hub*

Department of Human Services
Community and Partnerships Division
 Financial Acquittal

Period: 2023-24 Q3 & Q4 (H2)

eg Q1, Q2, Q3, Q4, H1, H2, A (see Explanatory Notes) and Financial Year eg 2023-24

Due Date: 31-Jul-24

FGMS Project ID: ALP07-01

Region: Metropolitan Adelaide

Organisation Name: Foodbank of South Australia

Funding

	Period \$	YTD
DHS Funding for this Project	Clause 7(1)(b), Clause 7(1)(c)	
Unspent DHS funds carried forward from previous period		
DHS program funds received for this period		
Total Funding		

Expenses

Salaries/Wages (and on costs) for staff involved in the provision, supervision or management of services to clients	Clause 7(1)(b), Clause 7(1)(c)	
Salaries & Wages		
Salary On Costs (Workers Compensation, Superannuation, Long Service Leave Provision)		
Other Related Costs:		
Staff Training and Development		
Supporting / Training Volunteers		
Uniforms		
Travel		
Direct Service/Program Delivery Expenses		
Activity / Program materials (incl crèche)		
- Additional purchasing of Food & Grocery Staples		
- Fruit & Vegetable sourcing and distribution in the hubs @ 50c as agreed		
- Price reduction in the Hubs		
Transport & Vehicle Related Expenses (additional freight. Excluding school programs)		
Evaluation & Reporting		
Interpreters		
Sub-total		
In-Direct Program Expenses and Operating Costs	0%	
Infrastructure costs		
Rent		
CEO and/or Governance functions		
Quality assurance programs		
Human resources management		
ICT functions and telecommunications		
Administrative services / Overheads as agreed at 18%		
Office supplies		
Sub-total		
Total Expenditure		
Surplus (+) / Deficit (-)		

Variance Explanation for the Period: (this section must be completed if Surplus or Deficit is > \$2,000)

The cost of living crisis is evident in the increased number of South Australians we are seeing seeking food relief. We have seen a 35% increase in the amount of food and groceries distributed compared to the 12 months prior. For the year FBSA/NT have distributed over 9.1 Million meals to vulnerable South Australians, compared to 7.2 Million for the same period last year. The hubs accounted for 5.2M meals of these, up from 3.6M last year. Hence we are having to procure more food and groceries to meet the Increase in demand.

Variance Explanation for Year to Date: (this section must be completed if Surplus or Deficit is > \$2,000)

In relation to the receipts and expenditure items detailed above, we hereby affirm that the funds provided by the Department of Human Services have been applied to approved purposes in accordance with the Service Agreement. Funds remaining are to be repaid to the Department unless the Chief Executive of the Department has given specific approval for the funds to be retained by the recipient body.

Senior Officer	Senior Officer
Signature:	Signature: Clause 6(1)
Name: Gregory Pattinson	Name: Monique Cesana
Office Held: CEO	Office Held: CFO
Date: 11 November 2024	Date: 11 November 2024



Project ID: 2122Minor10122

Mr Greg Pattinson
Chief Executive Officer
Foodbank South Australia Incorporated
PO Box 40
EDWARDSTOWN SA 5039

Email: gregp@foodbanksa.org.au

ABN: 70 673 398 230

Procurement and Grants

L8, Riverside Building
North Terrace
Adelaide SA 5000
GPO Box 292
Adelaide SA 5001
DX115
ABN 11 525 031 744

Dear Mr Greg Pattinson

Re: Grant Offer under Grants SA Funding Program for Foodbank Food Hub Elizabeth - Freestanding Fridge/Freezer

I refer to your request for financial assistance for **Foodbank Food Hub Elizabeth - Freestanding Fridge/Freezer ("Purpose")**.

I am pleased to offer you a grant of \$9,663 plus GST (if applicable) ('Grant') on behalf of the Minister for Human Services and Grants SA ("**Government Party**") to be expended between 27 June 2022 and 26 June 2023 ("**Grant Period**").

The purpose of the Grant is to: Purchase of a freestanding refrigerator and freezer to support the Food Hub at Elizabeth.

Total Project Budget Itemised: Fridge & Freezer

The payment of the Grant is subject to you complying with the following terms and conditions:

1. The Grant will be paid within 30 days of acceptance of this offer.
2. You must only use the Grant for the Purpose during the Grant Period.
3. You must provide an acquittal of the Grant and a project evaluation in the form attached within one month after the end of the Grant Period.
4. At the end of the Grant Period, you must repay any unexpended Grant monies to the Government Party unless a specific approval has been granted by the Government Party for you to retain those monies.

To accept this offer, you must sign the Acknowledgement and Acceptance of Offer on the next page, and send to:

Aaron Maynard
Procurement and Grants Unit
GPO Box 292
Adelaide SA 5001

Alternatively, we accept certificate-based signatures used under DocuSign, eSignature or Adobe digital IDs (AdobePro). Please do not use Adobe 'fill and sign' signatures or signature GIFs. Please send electronically signed and scanned documents to DHSProcurementContracts@sa.gov.au. This offer will lapse if your acceptance is not received within 30 days of the date of this letter.

This offer will lapse if your acceptance is not received within 30 days of the date of this letter.

If you accept this offer you are agreeing to be legally bound by the terms of this letter.

If you have any queries, please do not hesitate to contact Grants SA on 1300 650 985.

Yours sincerely

Clause 6(1)

Digitally signed by Caroline Lock
Date: 2022.06.04 17:15:36 +09'30'

Caroline Lock

DIRECTOR, COMMUNITY AND SOCIAL INVESTMENT

Date: / / 2022

Enclosure. **Attachment 1: Financial Acquittal and Project Evaluation Report (example)**
 Attachment 2: EFT Authorisation Form (Must be completed)
 Attachment 3: RCTI Agreement (Must be completed)

**ACKNOWLEDGEMENT & ACCEPTANCE OF OFFER
OF GRANT FOR Foodbank Food Hub Elizabeth - Freestanding Fridge/Freezer**

I GREG PATTINSON....., authorised officer, for and on behalf of Foodbank South Australia Incorporated (ABN: 70 673 398 230) ("**Recipient**") acknowledge and accept the terms and conditions specified in this Letter of Offer.

Clause 6(1)

Signature:

Print Full Name: GREGORY PATTINSON.....

Position/Office: CEO.....

Date: 16 1 6 / 2022

Signed in the presence of:

Clause 6(1)

Witness:

Print Full Name: Clause 6(1).....

Date: 16 1 6 / 2022

Attachment 1 – Financial Acquittal

Project ID: 2122Minor10122

Expenditure Statement**Contact Person**

Please provide the contact details of the person completing the online acquittal

Name:	Title	First Name	Last Name
Position:			
Phone Number:			
	Must be an Australian phone number		
Email:			
	Must be an email address		

Income and Expenditure Statement

Grant Amount:	\$
	Must be a dollar amount

Grant Expenditure

Expenditure	\$

Total Expenditure:	\$
	Must be a dollar amount

Funds remaining are to be repaid to the Department of Human Services unless the Chief Executive has given specific approval for the funds to be retained.

Funds Remaining:	\$
	Must be a dollar amount

Project Evaluation Report

Project ID: 2122Minor10122

Project Evaluation

This report must be completed online in accordance with the directions provided as part of the letter of offer.

How Much?

Number of participants directly involved with the project

Must be a number

Provide a description of the target group

How Well?

Complete the table indicating the number of participants for each level of satisfaction.

Not assessed	Very unsatisfied	Unsatisfied	Neither	Satisfied	Very satisfied

Is Anyone Better Off? (For Grants working directly with members of the community)

Provide three measures as evidence of the outcomes.

Complete the following tables for the project outcome (identified above) to indicate the percent of participants for each level of change.

The members of our community are more connected to each other and to their community.

Not assessed	Experiencing no change	Experiencing some change	Experiencing significant change

The members of our community have improved skills and knowledge.

Not assessed	Experiencing no change	Experiencing some change	Experiencing significant change

The members of our community have enhanced wellbeing and resilience

Not assessed	Experiencing no change	Experiencing some change	Experiencing significant change

The members of our community participate more fully in their community

Not assessed	Experiencing no change	Experiencing some change	Experiencing significant change

Is Anyone Better Off? (For Grants to strengthen our organisation)

Provide three measures as evidence of the outcomes.

Complete the following tables for the project outcome (identified above) to indicate the degree of change that has occurred for the organisation.

Our organisation is better able to attract and retain volunteers.

☐ No change ☐ Some change ☐ Significant change

Our organisation works better with the community and / or other organisations.

☐ No change ☐ Some change ☐ Significant change

Our organisation has volunteers / volunteer managers / members with improved skills and knowledge.

☐ No change ☐ Some change ☐ Significant change

Our organisation has the resources it needs to undertake its work.

☐ No change ☐ Some change ☐ Significant change

The story behind the results

Provide a short summary of how you achieved the results

--

Declaration

- We certify that the grant was used for the purpose for which the grant was provided.
- We certify that the information provided is true and correct to the best of our knowledge.

Name

Position

--	--	--

Note: For this acquittal form to be acceptable, the total expenditure and the name and position of the person making the declaration must be entered. The form must also be dated. In submitting the form to the Department of Human Services the person named on the form is verifying that the information contained therein is true and correct to the best of their knowledge.



Government of South Australia
Department of Human Services



human
services

Attachment 2- EFT Authorisation Form

Please complete all three sections of the form (required fields are indicated with a *)

1. Vendor Details

Vendor Id
(OFFICE USE ONLY)

*ABN Name Foodbank South Australia Incorporated
*ABN number 70 673 398 230
*Address 377A CROSS RD
*City/Suburb EDINBURG
*State SA *Post Code 5039
Fax No. *Phone No. 08 8357 1136
*Email greg@foodbanksa.org.au

MAILING ADDRESS IF DIFFERENT

Address
City/Suburb
State Post Code
Fax No. Phone No.
Email

2. VENDOR INDEMNITY

I/ We hereby agree for all payments by the Department of Human Services for goods and services supplied to the Department of Human Services to be made by way of direct credit to the bank account details below.

I/ We hereby guarantee that the following details are bona fide, and agree to indemnify the Department of Human Services against any loss or damage suffered if the details provided are incorrect

*Primary Officer bearer name GREG PATTERSON *Signature Clause 6(1)
*Title CEO *Date 16/6/2022
Contact Number 8351 1136 Email greg@foodbanksa.org.au
*Treasurer name MONIQUE CESANA *Signature per Clause 6(1)
*Title CFO *Date 16/6/2022
Contact Number 8351 1136 Email monique@foodbanksa.org.au

3. BANK DETAILS

Your Organisation Name must be included in the name of your bank account.

All State Government funding (for any grant program) will be deposited into one bank account per Organisation (per ABN). Any information you provide via this form will supersede any previous bank account details provided.

*Account Name Clause 7(1)(b), Clause 7(1)(c) Account Number Clause 7(1)(b), Clause 7(1)(c)
*Bank BSB Clause 7(1)(b), Clause 7(1)(c) *Bank Name Clause 7(1)(b), Clause 7(1)(c)

Attachment 3 – RCTI Agreement

Recipient Created Tax Invoice (RCTI) Agreement for:

Organisations registered for GST

Organisations not registered for GST

1. The Department of Human Services (DHS) will issue RCTIs to the Grant Recipient in respect of all supplies under contracts administered under the DHS grants programs within 28 days of payment.
2. The Grant Recipient must not issue any Tax Invoices in respect of those supplies.
3. DHS shall issue a Recipient Created Adjustment note to you in relation to any GST adjustment events.
4. The Grant Recipient if registered for GST, must notify DHS immediately should they cease to be registered for GST or become aware of any reason why their registration may be cancelled.
5. DHS is registered for GST purposes. The ABN for DHS is 11 525 031 744.
6. DHS must notify the Grant Recipient immediately should it cease to be registered for GST or become aware of any reason why its registration may be cancelled or it ceases to satisfy any of the requirements of public ruling GSTR 2000/10 or its successors.
7. By signing below, the Grant Recipient warrants that they are properly authorised to agree to the terms of this agreement which, when received by DHS, will become legally binding.

Grant Recipient Name

FOODBANK SA

(Please state Agency name NOT Individual)

Grant Recipient ABN

70 673 398 230

Clause 6(1)

Signature



Name / Position of Signatory

GREG PATTERSON

Date

CED**Office Use Only**

Signed on behalf of DHS

Name / Position of Signatory

Date



Project ID: AFS23/24068

Cassandra Bailey
Development Lead
Oz Harvest Limited
25 Manton St
HINDMARSH SA 5007

Procurement and Grants

L8, Riverside Building
North Terrace
Adelaide SA 5000

GPO Box 292
Adelaide SA 5001
DX115
ABN 11 525 031 744

Email: grants@ozharvest.org

ABN: 33 107 782 196

Dear Cassandra Bailey

Re: Grant Offer under Grants SA Addressing Food Security Funding Program for OzHarvest SA Food Security Resilience and Infrastructure Project

I am pleased to offer you a grant of \$48,800 plus GST (if applicable) ('Grant') on behalf of the Minister for Human Services ("Government Party").

The details of the Grant are set out in Attachment 1.

This offer is subject to your acceptance of the contents of this Letter of Offer, the Grant Details set out in Attachment 1, the Grant Terms and Conditions set out in Attachment 2 and any Special Conditions set out in Attachment 3.

To accept this offer, you must sign the Acknowledgement and Acceptance of Offer on the next page, and complete the following, Attachment 2 EFT Authorisation and Attachment 3 RCTI Agreement and return through DocuSign.

This offer will lapse if your acceptance is not received within 30 days of the date of this letter.

If you accept this offer you are agreeing to be legally bound by the terms of this Grant Agreement. The following documents will make up the Grant Agreement:

- This Letter of Offer
- Your signed acceptance of this offer
- The Grant Details (Attachment 1)
- The Standard Terms and Conditions (Attachment 2)
- The Special Conditions (Attachment 3) (if any) and
- The EFT Form (Attachment 4)

OFFICIAL

If you have any queries, please do not hesitate to contact Grants SA on 1300 650 985.

Yours sincerely

DocuSigned by:
Clause 6(1)
F6483FE7A839470E...

Caroline Lock

DIRECTOR, COMMUNITY AND PARTNERSHIPS

06-Mar-2024

Date:

Enclosure. **Attachment 1: Grant Details**
 Attachment 2: Grant Terms and Conditions
 Attachment 3: Special Conditions
 Attachment 4: EFT Authorisation Form (Must be completed)

**ACKNOWLEDGEMENT & ACCEPTANCE OF OFFER
OF GRANT FOR OzHarvest SA Food Security Resilience and Infrastructure Project**

Ronni Kahn

I, authorised officer, for and on behalf of Oz Harvest Limited (ABN:33 107 782 196) ("**Recipient**") acknowledge and accept the terms and conditions specified in this Letter of Offer and in Attachments 1, 2 and 3.

DocuSigned by:
Clause 6(1)
B47CC384E4C747A...

Signature:

Ronni Kahn

Print Full Name:

CEO

Position/Office:

22-Apr-2024

Date:

Grants SA is administered by the Department of Human Services.

Attachment 1 - Grant Details

Item 1	Government Party	Minister for Human Services ABN 11 525 031 744 GPO Box 292 Adelaide SA 5001
Item 2	Recipient	Oz Harvest Limited 25 Manton St HINDMARSH SA 5007
Item 3	Commencement Date	04/03/2024
Item 4	Expiry Date	03/03/2025
Item 5	Extension Period(s)	12 months
Item 6	Recipient's ABN	Recipient has an ABN: Yes 33 107 782 196 Registered for GST: Yes
Item 7	Contact Persons	Government Party: Grants SA T: 1300 650 985 grantsSA@sa.gov.au Recipient: Cassandra Bailey Development Lead Oz Harvest Limited 25 Manton St HINDMARSH SA 5007 grants@ozharvest.org
Item 8	Purpose	Details of Program/Project To purchase commercial grade electric oven and 4 burner gas range stove for the Hindmarsh Warehouse to be used in the delivery of the OzHarvest's NEST, Nourish and CFAC programs.
Item 9	Outcomes	How Much? How Well? Is Anyone Better Off? To support communities to move out of food insecurity in South Australia.
Item 10	Reports and Meetings	The following reports, accessible by grants@ozharvest.org online at dhs.smartygrants.com.au , within one (1) month after the end of the Funding Period:

Grants SA is administered by the Department of Human Services.

OFFICIAL

		<p>A Financial Acquittal confirming grant funds expended during the grant period with receipts for expenditure attached, and</p> <p>Project Outcomes – reporting how your project addressed the six dimensions of food security, outcomes the project achieved and key learnings from the project.</p>
Item 11	Grant Amount	<p>\$48,800 plus GST (if applicable)</p> <p>Total Project Budget Itemised Commercial-grade electric oven \$32,000, 4 Burner Gas Range Stove \$16,800</p>
Item 12	Payment Details	<p>Schedule of Payments:</p> <p>One-off</p> <p>The Grant will be paid within 30 days of acceptance of this offer.</p>
Item 13	Tax Invoice Issuing Party	Government Party
Item 14	Grant Reconciliation Date(s)	Within one (1) month after the end of the Funding Period.
Item 15	Additional Recipient Financial Information	No
Item 16	Government Party IP Licence	Not Applicable
Item 17	Insurances Public Liability Insurance	Not less than \$1,000,000
Item 18	Liability Limit	1 x Total Grant Amount
Item 19	Notice Period for Termination for Convenience	Not Applicable
Item 20	Form of Funding Acknowledgement	<p>Appropriately acknowledge the State Government of South Australia as a funding source for the project.</p> <p>You must not make or permit to be made a public announcement or media release about any aspect of this Grant Agreement without first giving reasonable notice in writing together with a summary of the proposed public announcement or copy of the media release to the Minister through the Grants SA staff.</p>

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. FUNDING PERIOD

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

2. CONTACT PERSONS

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

3. PURPOSE

The Recipient must use the Grant solely for the Purpose to achieve the Outcomes.

4. FUNDING AND INVOICING

- 4.1 If the Tax Invoice Issuing Party is the Government Party:
- (a) the Parties agree that this Agreement satisfies the requirement for a written agreement specifying the supplies to which the Recipient Created Tax Invoice ("RCTI") relates;
 - (b) the Government Party must provide a copy of the Tax Invoice to the Recipient within 30 days of the making, or determining of the value, of the Taxable Supply; and
 - (c) The Recipient must not issue a Tax Invoice in respect of a Taxable Supply the subject of the RCTI.
- 4.2 If the Tax Invoice Issuing Party is the Recipient, the Recipient may invoice the Government Party for payment in respect of the Grant after the Commencement Date.
- 4.3 The Government Party will pay the Grant in the amounts and at the times specified in Attachment 1 upon receipt of a Tax Invoice.
- 4.4 For agreements greater than 12 months, on each anniversary of the Commencement Date during the period of the Agreement:
- (a) the amount of the unpaid Grant will be indexed by the NFP Indexation Rate for that Financial Year; and
 - (b) the Government Party must issue a revised Schedule of Payments (including past amounts paid and indexed instalments payable for the remaining Grant period).
- 4.5 Clause 4.4 does not apply if the Government Party advises the NFP that the Grant payable for each year of the Agreement has already been indexed by the NFP Sector Indexation Rate.
- 4.6 The Recipient must ensure that it can properly account for the Grant received under the Agreement.

5. GST

- 5.1 Subject to clause 5.2 and 5.3 the Recipient represents that:
- (a) the ABN shown in Attachment 1 is the Recipient's ABN; and
 - (b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth).
- 5.2 If the Recipient is not registered for GST, then GST must not be charged on supplies made under this Agreement.
- 5.3 If the Recipient does not have an ABN it must submit an *ATO Statement by a Supplier* to the Government Party otherwise the Government Party may be obliged under the *Taxation Administration Act 1953* to deduct a withholding from the Grant and will not be obliged to gross up the Grant or provide any other compensation to the Recipient.

6. REPAYMENT OF UNALLOCATED FUNDS

- 6.1 At the end of the Funding Period, if the Recipient has not expended all of the Grant, it must notify the Government Party of the unexpended amount and may submit a written request for retention or carryover of unexpended amounts specifying:
- (a) the amount to be retained or carried over; and
 - (b) the purpose for which the unexpended amount will be used.
- 6.2 The Government Party must consider the Recipient's request and notify the Recipient in writing whether it:
- (a) agrees that the Recipient may retain or carry over all or part of the unexpended amount; or
 - (b) requires the Recipient to repay all or part of that amount as notified by the Government Party, to the Government Party within 30 days of receipt of the notice from the Government Party.

7. PROVISION OF INFORMATION

- 7.1 The Recipient must provide those reports and other documents and must attend meetings, as specified in Attachment 1.
- 7.2 If the Government Party reasonably suspects that the Grant is not being used for the Purpose, it may request additional information from the Recipient.
- 7.3 The Recipient must immediately inform the Government Party of any significant changes to the nature and/or scope of the activities conducted by the Recipient which would impact on the Purposes or the Outcomes under this Agreement.

8. FINANCIAL REPORTING AND AUDITING

- 8.1 The Recipient must provide an acquittal in relation to the expenditure of all funds under this Agreement using the form in Attachment 4:
- (a) certifying that the Grant has been properly spent, in accordance with the requirements of the Agreement
 - (b) signed by two persons authorised by the Recipient's board of management (or equivalent); and
 - (c) within three months of the end of each Financial Year during the Term or other dates as may be specified in Attachment 1 ("**Grant Reconciliation Date(s)**").
- 8.2 If the Recipient is required by law to prepare audited financial statements, the Recipient must provide the Government Party with copies of such audited financial statements, within six months of the end of each Financial Year during the Term.
- 8.3 If the Recipient is not required by law to prepare audited financial statements, and only if specified in Attachment 1, the Recipient must provide the Government Party with the following financial statements, within six months of the end of each Financial Year during the Term:
- (a) A balance sheet;
 - (b) An income and expenditure statement; and
 - (c) A statement of changes in equity for the Financial Year, (together "**Additional Recipient Information**").
- 8.4 The Recipient agrees the Government Party may direct that the financial accounts of the Recipient be audited at the Government Party's cost, and the Government Party may specify the minimum qualifications that must be held by the person appointed to conduct the audit.
- 8.5 If the audit discloses that the Recipient has applied the Grant for a purpose other than the Purpose then the Recipient will be required to reimburse the Government Party the costs of the audit and clause 17.1 will apply.
9. INSPECTION
- 9.1 The Recipient must allow any officer or person authorised by the Government Party on the giving of reasonable notice, to enter the premises of and to inspect the operations of the

Recipient (including equipment, premises, accounting records, documents and information) and interview the Recipient's Personnel on matters pertaining to the operations and reporting obligations of the Recipient under this Agreement.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.

10.2 If specified in Attachment 1, the Recipient grants the Government Party and the State of South Australia a non-exclusive, perpetual, royalty free licence to use any intellectual property created as part of the Purpose.

11. CONFIDENTIAL INFORMATION

11.1 Subject to this clause 11, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.

11.2 A Party may disclose Confidential Information belonging to the other Party:

- (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
- (b) as required by law or a court order;
- (c) in accordance with any Parliamentary or constitutional convention;
- (d) for the purposes of prosecuting or defending proceedings.

11.3 The Parties may mutually agree to disclose Confidential Information.

12. PRIVACY

12.1 The Recipient must comply with the *Privacy Act 1988* (Cth) ("**Privacy Act**") and the Australian Privacy Principles established under that Act in undertaking its obligations under this Agreement including in relation to all Personal Information received created or held by it for the purposes of this Agreement.

12.2 The Recipient must promptly notify the Government Party if it fails to comply with this clause or if it becomes aware of any actual or threatened disclosure of or unauthorised access to Personal Information.

12.3 For the purposes of this special condition, "Personal Information" has the same meaning as in the *Privacy Act*.

13. PUBLICITY

13.1 The Recipient will acknowledge the Grant by the Government Party in any advertising, publicity or promotional material relating to this Agreement in the manner specified in Attachment 1.

13.2 The Recipient will participate in promotional or publicity activity in relation to this Agreement as is reasonably required by the Government Party.

13.3 The Recipient and the Government Party must use their best endeavour to mutually agree on the content of any public announcements or media releases about this Agreement.

13.4 If due to urgent circumstances or due to the nature and timing of the media request, it is not possible to provide prior notice of an announcement or media release to the other Party, then the Party making the announcement or media release must notify the other Party and provide a summary of the announcement or a copy of the media release as soon as possible after making the announcement or media release.

13.5 Nothing in this clause derogates from the operation of the *Not-for-Profit Sector Freedom to Advocate Act 2013*.

14. INSURANCE

14.1 The Recipient must effect and maintain the insurance specified in Attachment 1 for not less than the amount specified in Attachment 1 during the Funding Period.

15. LIABILITY LIMIT

15.1 The Recipient's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.

16. DISPUTE RESOLUTION

16.1 Subject to clause 16.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.

16.2 Either Party may give the other a notice in writing ("**dispute notice**") setting out the details of the dispute.

16.3 Within seven days or such other period as may be agreed by the Parties, the Contact Persons must meet and use reasonable endeavours to resolve the dispute.

16.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

17. DEFAULT AND TERMINATION

17.1 If the Recipient does not apply any part of the Grant for the Purpose or if the Recipient materially fails to comply with this Agreement at any time, the Government Party may upon giving written notice to the Recipient:

- (a) require the Recipient to repay either the whole or a portion of the Grant (whether expended or not) within 30 days of a written demand from the Government Party;
- (b) withhold funds not already paid;
- (c) withhold future funding from the Recipient; and/or
- (d) terminate this Agreement.

17.2 Either Party may terminate this Agreement without cause by giving the other Party the period of notice specified in Attachment 1 ("**Notice Period for Termination for Convenience**").

18. EFFECT OF ENDING THIS AGREEMENT

18.1 Any termination of this Agreement does not affect any accrued right of either Party.

18.2 Despite termination or expiry of this Agreement, this clause 18 and clauses 6, 7, 8, 9, 10, 11, 12, 15 and those Special Conditions that by their nature remain in force, will survive.

19. CONTRACT DISCLOSURE

19.1 The Government Party may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form, and either generally to the public or to a particular person as a result of a specific request.

19.2 Nothing in this clause derogates from:

- (a) the Recipient's obligations under any provisions of this Agreement; or
- (b) the provisions of the *Freedom of Information Act 1991* (SA).

20. COMPLIANCE WITH LAWS AND POLICIES

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

20.2 The Recipient must comply with any policies notified by the Government Party in writing at the Commencement Date.

21. GOVERNING LAW AND JURISDICTION

21.1 This Agreement is governed by the laws in the State of South Australia.

21.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.

22. ENTIRE AGREEMENT

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

23. NO ASSIGNMENT

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

24. MODIFICATION

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

25. SEVERANCE

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

26. COUNTERPARTS

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

27. NO FURTHER OBLIGATION

- 27.1 The Recipient acknowledges that the Grant represents a one-off contribution by the Government Party towards the Purpose, and the Recipient agrees any request for subsequent funding will require a new application to the Government Party. The Government Party is under no obligation to agree to pay any subsequent funding to the Recipient.
- 27.2 The Recipient acknowledges the Government Party will not be liable to reimburse the Recipient for any losses or cost over runs that may result from the operation of this Agreement or the carrying out of the Purpose.

28. INTERPRETATION

- 28.1 In this Agreement (unless the context requires otherwise):
- (a) a reference to any legislation includes:
 - (i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
 - (ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;

- (b) a word in the singular includes the plural and a word in the plural includes the singular;
- (c) a reference to two or more persons is a reference to those persons jointly and severally;
- (d) a reference to dollars is to Australian dollars;
- (e) a reference to a Party includes that party's administrators, successors and permitted assigns.

29. DEFINITIONS

In this Agreement:

- (a) "**Confidential Information**" means information which is identified as confidential information by a Party, but does not include this Agreement;
- (b) "**Extension Period(s)**" means the period(s) specified in Attachment 1;
- (c) "**Financial Year**" means a year commencing on 1 July and ending on 30 June;
- (d) "**Funding Period**" means the period specified in Attachment 1 including any Extension Periods;
- (e) "**Grant**" means the funds payable under this Agreement specified in Attachment 1 and includes previous indexation amounts applied and notified under clause 4;
- (f) "**GST**" means the tax imposed by the GST Law;
- (g) "**Intellectual Property Rights**" means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a),
 but for the avoidance of doubt excludes moral rights and performers' rights;
- (h) "**NFP**" means a not for profit organisation;
- (i) "**NFP Sector Indexation Rate**" is the annual rate as published on the Department of Treasury and Finance www.treasury.sa.gov.au;
- (j) "**Party**" means a party to this Agreement;
- (k) "**Special Conditions**" means the conditions specified in Attachment 3; and
- (l) "**Total Grant Amount**" means the total value of the funding provided under this Agreement including where relevant any NFP Sector Indexation.

30. SPECIAL CONDITIONS

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

Attachment 3 – Special Conditions

Not used



Attachment 4 – EFT Authorisation Form

Please complete all three sections of the form (required fields are indicated with a *)**1. Vendor Details****Vendor Id**
(OFFICE USE ONLY)***ABN Name** Oz Harvest Limited***ABN number** 33 107 782 196***Address** PO Box 7257***City/Suburb** Alexandria***State** NSW***Post Code** 2015**Fax No.*****Phone No.** 02 9516 3877***Email****MAILING ADDRESS IF DIFFERENT****Address****City/Suburb****State****Post Code****Fax No.****Phone No.****Email****2. VENDOR INDEMNITY**

I/ We hereby agree for all payments by the Department of Human Services for goods and services supplied to the Department of Human Services to be made by way of direct credit to the bank account details below.

I/ We hereby guarantee that the following details are bona fide, and agree to indemnify the Department of Human Services against any loss or damage suffered if the details provided are incorrect

***Primary Officer**
bearer name Ronni Kahn***Title** CEO**Contact Number** 02 9516 3877***Signature**DocuSigned by:
Clause 6(1)***Date**

22-Apr-2024

Email

ronni.kahn@ozharvest.org

Treasurer name** Graham JowettTitle** CFO**Contact Number*****Signature**DocuSigned by:
Clause 6(1)***Date**

22-Apr-2024

Email

graham.jowett@ozharvest.org

3. BANK DETAILS

Your **Organisation Name** must be included in the name of your bank account. All State Government funding (for any grant program) will be deposited into one bank account per Organisation (per ABN). Any information you provide via this form will supersede any previous bank account details provided.

Account Name** Clause 7(1)(b), Clause 7(1)(c)**Account Number** Clause 7(1)(b), Clause 7(1)(c)Bank BSB**

Clause 7(1)(b), Clause 7(1)(c)

***Bank Name**

Clause 7(1)(b), Clause 7(1)(c)

Project ID: P10019 / ALP07-02



Greg Pattinson
Chief Executive Officer
Foodbank of South Australia Incorporated
377A Cross Road, Edwardstown, SA 5039
Email: gregp@foodbanksa.org.au

ABN: 70 673 398 230

Procurement and Grants Unit

Level 8 South East,
Riverside Building
North Terrace
Adelaide SA 5000

GPO Box 292
Adelaide SA 5001

Tel (08) 8415 4460

ABN 11 525 031 744

VARIATION LETTER RE GRANT OFFER –ALP07-02 - FOOD RELIEF INVESTMENT PROGRAM

Dear Greg,

I refer to the agreement between the **Department of Human Services (Government Party)** and **Foodbank of South Australia Incorporated (Service Provider)** dated 21 June 2021, for Food Relief Investment (**Agreement**).

I confirm that the parties have agreed to vary the Agreement as follows:

ATTACHMENT 1

- **Item 11 – Grant Amount:**
Amended to:
\$743,554 (GST exclusive)
- **Item 12 – Payment Details:**
Amended to add:
Year 1 (2021/22) additional funds: \$50,000 (excluding GST)

The parties further agree that in all other respects the terms and conditions of the Agreement shall continue to apply without variation.

In consideration of the grant of this Variation by the Government Party, you will pay a variation fee of \$1.10 (GST inclusive) if demanded by the Government Party.

To confirm your receipt and acceptance of this Variation of the Agreement, please retain one for your records and return the remaining hard copy via post to:

Jay Pan
Procurement and Grants Unit
Department of Human Services
GPO Box 292
Adelaide SA 5001

Yours Sincerely,

Clause 6(1)

Ruth Ambler
Executive Director
Community Investment and Support
Department of Human Services

20/6/2022

Foodbank of South Australia Incorporated hereby agrees to extend and vary its Contract dated 21 June 2021 with the Government Party on the terms specified in this letter.

Signed for and on behalf of Foodbank of South Australia Incorporated

Clause 6(1)

[Name: GREG PATTERSON]
[Title: CEO]

Date: 20/6/2022

Clause 6(1)

Signature of Witness

Clause 6(1)

Name of Witness

Clause 6(1)

Address of Witness

Project ID: P10019-V03/ ALP07-02

03 June 2024



Mr Greg Pattinson
Chief Executive Officer
Foodbank of South Australia Incorporated
377A Cross Road
Edwardstown SA 5039

Procurement and Grants Unit
Level 8, Riverside Building
North Terrace
Adelaide SA 5000

GPO Box 292
Adelaide SA 5001
ABN 11 525 031 744

ABN: 70 673 398 230

Email: gregp@foodbanksa.org.au

Dear Mr Pattinson,

P10019-V03 FOOD RELIEF INVESTMENT GRANT AGREEMENT -VARIATION LETTER

I refer to the agreement between the Minister of Human Services (**Government Party**) and Foodbank of South Australia Incorporated dated 21 June 2021, for the purpose of supporting and maintaining the operation of food hub outlets (**Agreement**).

I confirm that the parties have agreed to vary the Agreement as follows:

1. **Attachment 1 – Item 4 – Expiry Date**- Amend the expiry date to 30 September 2024.
2. **Attachment 1 - Item 11 – Grant Amount** – Amend the total Grant Amount to \$1,446,460 (Ex GST).
3. **Attachment 1 – Item 12- Payment Details** – Amend to add – Year 4 (2024-24): \$191,771 (Ex GST).

The parties further agree that in all other respects the terms and conditions of the Agreement shall continue to apply without Variation.

In consideration of this Variation by the Government Party, you will pay a variation fee of \$1.10 (GST inclusive) if demanded by the Government Party.

Please signify your agreement to the Variation by signing and returning this letter via DocuSign.

Yours Sincerely,

Clause 6(1)

.....
Sandy Pitcher
Chief Executive Officer

.....
Date 03/06/2024

Foodbank of South Australia Incorporated hereby agrees to vary its Agreement dated 21 June 2021 with the Government Party on the terms specified in this letter.

Signed for and on behalf of Foodbank of South Australia Incorporated

DocuSigned by:
Clause 6(1)
44DEC99B87E8417...

.....
Name:

GREG PATTINSON

.....
Title:

03-Jun-2024

.....
Date:

STANDARD GOODS AND SERVICES AGREEMENT
CSI COVID Support for South Australia –
Food Relief Capability
P10172



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

29 March 2022

BETWEEN:

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

AND:

THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1 ("the Supplier")

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

EXECUTED AS AN AGREEMENT

SIGNED by a duly authorised officer for and on behalf)
of **THE GOVERNMENT PARTY NAMED IN ITEM 1**)
OF ATTACHMENT 1 in the presence of:)

Clause 6(1)

Clause 6(1)

Witness signature

Authorised officer signature

Clause 6(1)

RUTH AMBLER

Witness name

Authorised officer name

SIGNED for and on behalf of **THE PARTY NAMED IN**)
ITEM 2 OF ATTACHMENT 1 by a duly authorised)
officer in the presence of:)

Clause 6(1)

Clause 6(1)

Witness signature

Authorised officer signature

Clause 6(1)

GREG PATTERSON

Witness name

Authorised officer name

Attachment 1 - Agreement Details

Item 1	Government Party	The Minister for Human Services, a body corporate pursuant to the Administrative Arrangements Act, 1994, and whose office is situated at Level 12, 1 King William Street Adelaide SA 5000 in the State of South Australia
Item 2	Supplier	Foodbank of South Australia Incorporated 70 673 398 230
Item 3	Commencement Date	Upon execution
Item 4	Expiry Date	30 June 2023
Item 5	Extension Period	2 x 6 months
Item 6	Supplier's ABN	70 673 398 230 Registered for GST: Yes
Item 7	Contract Managers	Government Party: Jim Gillespie Manager, Regional Partnerships Community and Social Investment Phone: 8413 9022 Email: jim.gillespie@sa.gov.au Supplier: Greg Pattinson Chief Executive Officer Phone: 8351 1136 Email: gregp@foodbanksa.org.au
Item 8	Named Persons	Not applicable
Item 9	Details of Goods	Essential food hampers with key staples and other essential items. Further details are provided in Attachment 5.
Item 10	Delivery Date Delivery Point	As described in Attachment 5 As described in Attachment 5
Item 11	Installation Date	Not applicable
Item 12	Warranty Period	Not applicable
Item 13	Details of Services	To provide and deliver food and essentials hampers to eligible South Australians impacted by COVID-19. Further details are provided in Attachment 5.
Item 14	Delivery Date Delivery Point	As described in Attachment 5 As described in Attachment 5
Item 15	Reports and Manuals	As described in Attachment 5

Item 16	Milestone Dates	Not applicable
Item 17	Price and Payment (including address for invoices)	As described in Attachment 6
Item 18	Insurances Public Liability Insurance Product Liability Insurance	Not less than \$1,000,000 Up to \$20,000,000
Item 19	Liability Limit	1 x the total value of the contract
Item 20	Other Termination Rights	Not applicable
Item 21	Approved Subcontractors	Not applicable
Item 22	Additional Personnel Checks	Working with children check under the <i>Child Safety (Prohibited Persons) Act 2016</i>
Item 23	Notice Period for Termination for Convenience	30 days

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. CONTRACT LENGTH

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

2. CONTRACT MANAGERS

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

3. SUPPLY OF GOODS (IF APPLICABLE)

- 3.1 If Goods are being supplied under this Agreement then the Supplier must:
- (a) supply the Goods in accordance with this Agreement;
 - (b) sell the Goods without encumbrance;
 - (c) deliver the Goods to the Delivery Point on or before the Delivery Date;
 - (d) comply with the Government Party's reasonable directions and delivery instructions;
 - (e) if requested by the Government Party, provide the Government Party with material safety data sheets with respect to the Goods delivered;
 - (f) provide test evidence for the Goods if required; and
 - (g) if indicated in Attachment 1, install the Goods on or before the Installation Date.
- 3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.

4. INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)

- 4.1 The Government Party may inspect the Goods to determine whether to accept or reject the Goods.
- 4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.
- 4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:
- (a) on delivery, if the Government Party notifies the Supplier that it accepts the goods; or
 - (b) if no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point.
- 4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.
- 4.5 If the Government Party rejects the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:
- (a) resupply the Goods and remove the non-conforming Goods from the Delivery Point; or
 - (b) repair the Goods.
- 4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.
- 4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

5. WARRANTY PERIOD (IF APPLICABLE)

- 5.1 If during the Warranty Period the Goods fail to comply with the warranties in clause 9.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:
- (a) replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or

- (b) refund the Price.

6. SUPPLY OF SERVICES (IF APPLICABLE)

- 6.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.
- 6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.
- A. The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 6.3 The Supplier must ensure that Services are delivered:
- (a) to a standard that meets or exceeds the Service Levels;
 - (b) in accordance with the warranties in clause 9.4; and
 - (c) by any Milestone Dates.
- 6.4 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

7. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

8. SERVICE VARIATION (IF APPLICABLE)

- 8.1 If the Government Party wishes to vary the scope of the Services ("Variation"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("Quote") setting out:
- (a) any impacts on the timing of or completion of tasks;
 - (b) the varied price and payment arrangements; and
 - (c) any changes to the terms that apply to the performance of the Services.
- 8.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.
- 8.3 If the Parties agree in writing to the terms of the Variation then:
- (a) the Supplier must perform the Services as varied by the Variation;
 - (b) the Government Party must pay the varied price;
 - (c) the terms and conditions of the Agreement are varied by the terms of the Variation.

9. SUPPLIER'S WARRANTIES

- 9.1 If Goods are being supplied under this Agreement then the Supplier warrants that it has good and unencumbered title to the Goods and the Goods:
- (a) conform with any description applied and any sample provided by the Supplier;
 - (b) are new (unless otherwise specified);
 - (c) are free from defects in materials, manufacture and workmanship;
 - (d) conform to any applicable Australian Standards or other standards nominated in this Agreement;
 - (e) conform to the Specifications and any technical Specifications provided by the Supplier;
 - (f) are of merchantable quality;
 - (g) are installed correctly (if the Supplier is responsible for installation);
 - (h) are fit for their intended purpose; and
 - (i) are manufactured and supplied without infringing any person's Intellectual Property Rights.
- 9.2 The Supplier must ensure that the Government Party receives the full benefit of any manufacturer's warranties in respect of the Goods.

9.3 During any Warranty Period any defects in the Goods must be rectified at the Supplier's expense.

9.4 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:

- (a) comply with the description of the Services in Attachment 1;
- (b) be provided with due care and skill;
- (c) be provided in a timely and efficient manner;
- (d) be provided in accordance with the best practices current in the Supplier's industry;
- (e) be supplied without infringing any person's Intellectual Property Rights;
- (f) be performed by the Supplier and/or the Supplier's Personnel; and
- (g) be supplied in the most cost effective manner consistent with the required level of quality and performance.

10. SUPPLIER'S PERSONNEL

10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.

10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, and the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.

10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.

10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.

11. PRICE AND PAYMENT

11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.

11.2 Unless otherwise expressly stated the Price is inclusive of GST.

11.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.

12. GST

12.1 Subject to clause 12.2 the Supplier represents that:

- (a) the ABN shown in Attachment 1 is the Supplier's ABN; and
- (b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth).

12.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.

13.2 The Supplier grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.

14. INSURANCE

14.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.

14.2 The policies of insurance referred to in clause 14.1 must be held until the expiry of the Agreement.

15. LIABILITY LIMIT

15.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.

16. CONFIDENTIAL INFORMATION

16.1 Subject to this clause 16, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.

16.2 A Party may disclose Confidential Information belonging to the other Party:

- (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
- (b) as required by law or a court order;
- (c) in accordance with any Parliamentary or constitutional convention;
- (d) to the Australian Competition and Consumer Commission (ACCC) if the party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement; or
- (e) for the purposes of prosecuting or defending proceedings.

16.3 The Parties may mutually agree to disclose Confidential Information.

17. SET-OFF

Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.

18. DISPUTE RESOLUTION

18.1 Subject to clause 18.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.

18.2 Either Party may give the other a notice in writing ("dispute notice") setting out the details of the dispute.

18.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.

18.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

19. ENDING THIS CONTRACT

19.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:

- (a) the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;
- (b) the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;
- (c) the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;
- (d) the Supplier fails to comply with a notice issued under clause 10.2; or
- (e) the Supplier fails to disclose a conflict of interest;
- (f) any Other Termination Right occurs; or
- (g) the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.

19.2 The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in Attachment 1 ("Notice Period for Termination for Convenience").

19.3 If the Government Party terminates this Agreement in accordance with clause 19.2:

- (a) the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and

- (b) the Supplier must comply with all reasonable directions given by the Government Party.
- 19.4 The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.

20. EFFECT OF ENDING THIS CONTRACT

- 20.1 Any termination of this Agreement by either Party does not affect any accrued right of either Party.
- 20.2 Despite termination or completion of this Agreement, this clause 20 and clauses 9, 13, 14, 15, 16, 17 and those Special Conditions that by their nature remain in force, shall survive.

21. SUBCONTRACTING

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

22. CONFLICT OF INTEREST

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

23. COMPLIANCE WITH LAWS

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

24. GOVERNING LAW AND JURISDICTION

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

25. ENTIRE AGREEMENT

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

26. NO ASSIGNMENT

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

27. MODIFICATION

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

28. SEVERANCE

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

29. COUNTERPARTS

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

30. WORK HEALTH & SAFETY

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

31. ACTING ETHICALLY

The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009* (SA)) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

32. INTERPRETATION

- 32.1 Defined terms are set out in the Glossary of Defined Terms in Attachment 3.
- 32.2 In resolving inconsistencies in this Agreement, the documents have the following order of priority:
- (a) Special Conditions (Attachment 4);
 - (b) Standard Terms and Conditions (Attachment 2); and
 - (c) the other Attachments.
- 32.3 In this Agreement (unless the context requires otherwise):
- (a) a reference to any legislation includes:
 - (i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
 - (ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
 - (b) a word in the singular includes the plural and a word in the plural includes the singular;
 - (c) a reference to two or more persons is a reference to those persons jointly and severally;
 - (d) a reference to dollars is to Australian dollars;
 - (e) a reference to a Party includes that party's administrators, successors and permitted assigns.

33. SPECIAL CONDITIONS

The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.

Attachment 3 - Glossary of Defined Terms

NOTE: Not all terms may be required for a particular procurement

In this Agreement:

- (a) "Acceptance Date" means the date that the Goods are accepted by the Government Party;
- (b) "Approved Subcontractors" means those subcontractors specified in Attachment 1;
- (c) "Business Day" means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (d) "Cartel Conduct" means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);
- (e) "Code of Ethics for the South Australian Public Sector" is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);
- (f) "Confidential Information" means information which is identified either as confidential information (if disclosed by the Government Party) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (g) "Consultancy Services" means services provided by Consultants;
- (h) "Consultant" has the same meaning as in DPC027 *Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (i) "Delivery Date" means the date and time specified in Attachment 1 for delivery of the Goods;
- (j) "Delivery Point" means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;
- (k) "Extension Period" means the period by which the Agreement is extended as specified in Attachment 1;
- (l) "Goods" means the goods specified in Attachment 1;
- (m) "GST" means the tax imposed by the GST Law;
- (n) "GST Law" has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (o) "Installation Date" means the date specified in Attachment 1 for the installation of the Goods;
- (p) "Intellectual Property Rights" means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a), but for the avoidance of doubt excludes moral rights and performers' rights;
- (q) "Machinery of Government Change" means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (r) "Measurement Period" means the period over which the performance of a Service Level is measured;
- (s) "Milestone Dates" means dates by which Services must be delivered as specified in Attachment 1;
- (t) "Named Persons" means the persons specified in Attachment 1;
- (u) "Notice Period for Termination for Convenience" means the time period specified in Attachment 1;
- (v) "Other Termination Right" means the termination rights specified in Attachment 1;
- (w) "Party" means a party to this Agreement;
- (x) "Personal Information" means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (y) "Purchase Order" means an order for Goods and/or Services submitted by the Government Party to the Supplier;
- (z) "Price" means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;
- (aa) "Service Levels" means the service levels (if any) specified in the Specifications;
- (bb) "Services" means the services specified in Attachment 1;
- (cc) "Special Conditions" means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (dd) "Specifications" means the detailed description of the Goods/Services in Attachment 5;
- (ee) "Supplier Personnel" means any Approved Subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Agreement and includes the Named Persons;
- (ff) "Term" means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension and;
- (gg) "Warranty Period" means the period specified in Attachment 1.

Attachment 4 - Special Conditions

34. LIABILITY

- 34.1 Where a scheme approved under the *Professional Standards Act 2004* (SA) applies, the Consultant's liability to the Government Party for any loss or causes of action arising in relation to the provision of Services is limited in the manner provided by the scheme.

35. CONTRACT DISCLOSURE

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

36. PRIVACY

- 36.1 The Supplier must:
- (a) comply with the South Australian Government Information Privacy Principles (a copy of which can be found at <http://www.dpc.sa.gov.au/documents/rendition/B17711#sthash.s76QhRX6.dpuf>) ("IPPs") as if the Supplier were an "agency" for the purposes of the IPPs, in undertaking its obligations under this Agreement including in relation to all Personal Information received, created or held by it for the purposes of this Agreement; and
 - (b) allow the Government Party to undertake, and cooperate with any audit or investigation which the Government Party deems necessary to verify that the Supplier is complying with the IPPs.
- 36.2 The Supplier must promptly notify the Government Party if it fails to comply with this clause or if it becomes aware of any actual or threatened disclosure of or unauthorised access to Personal Information.

37. CHILD SAFETY**37.1 Additional Definitions**

- (a) **Child Safety Act** means the *Children and Young People Safety Act 2017* (SA);
- (b) **Prescribed Offence** has the meaning given in the *Prohibited Persons Act*;
- (c) **Prescribed Position** has the meaning given in the *Prohibited Persons Act*;
- (d) **Presumptive Disqualification Offence** has the meaning given in the *Prohibited Persons Act*;
- (e) **Prohibited Person** has the meaning given in the *Prohibited Persons Act*;
- (f) **Prohibited Persons Act** means the *Child Safety (Prohibited Persons) Act 2016* (SA);
- (g) **Prohibition Notice** has the meaning given in the *Prohibited Persons Act*;
- (h) **Working with Children Check** has the meaning given in the *Prohibited Persons Act*.

37.2 Fundamental Term

Despite any other clause, the Parties acknowledge that the rights and obligations under this clause are fundamental to this Agreement.

37.3 No Prohibited Persons

- (a) The Supplier must:
 - (i) comply with the obligations of employers under Division 2 Part 4 of *Prohibited Persons Act* in relation to Supplier Personnel that are employed in Prescribed Positions and delivering Services;
 - (ii) as required by the Government Party's Contract Manager, verify that a Working with Children Check has been conducted in relation to the Supplier Personnel in Prescribed Positions that are delivering Services; and
 - (iii) subject to clause (c), immediately procure the ongoing exclusion of any Supplier Personnel that are employed in Prescribed Positions from involvement in delivery of the Services, if they are found to be a Prohibited Person.
- (b) Unless such notification causes the Supplier to be in breach of the *Prohibited Persons Act* the Supplier must promptly notify the Government Party's Contract Manager if it becomes aware that Supplier Personnel who are involved in the delivery of the Services:
 - (i) is a Prohibited Person; or
 - (ii) is the subject of any allegation, arrest, charge or conviction for a Prescribed Offence or a Presumptive Disqualification Offence (whilst not being the subject of a Prohibition Notice),
- (c) The Supplier will not be in breach of its obligation under clause (a)(iii) where the Supplier has complied with its obligations under the *Prohibited Persons Act* and the central assessment unit has failed to provide notification to the Supplier in accordance with section 41(1) of the *Prohibited Persons Act*.
- (d) As often as reasonably requested by the Government Party, The Supplier must give the State evidence satisfactory to the State of The Supplier's compliance with the obligations of employers under Division 2 Part 4 of *Prohibited Persons Act*.

37.4 Imposing Obligations on Supplier Personnel

The Supplier must ensure that:

- (a) Supplier Personnel involved in the delivery of Services are aware of and act in a manner consistent with the provisions of this clause at all times; and
- (b) Supplier Personnel (not being The Supplier) immediately inform the Supplier if the Supplier Personnel is the subject of any allegation, arrest, charge or conviction for a Prescribed Offence.

37.5 Child Safe Environment

In addition to all other obligations under this Agreement, where the Supplier is an organisation to which section 114 of the *Child Safety Act* applies, the Supplier must:

- (a) (policies and procedures): have in place appropriate policies and procedures to ensure that, as required by the *Child Safety Act*:
 - (i) safe environments for children and young people are established and maintained; and
 - (ii) appropriate reports of child abuse and neglect are made;

- (b) **(lodge statement):** lodge the statement required by section 114 of the Child Safety Act about the Supplier's child safe policies and procedures with the Chief Executive of the Department for Child Protection, or such other government agency as the State or South Australian Government publicly notifies (**Successor Children's Protection Agency**), within 10 Business Days after putting in place those policies and procedures; and
- (c) **(response):** respond, as soon as reasonably practicable (and in any event within 10 Business Days), to any written request by Department for Child Protection, Successor Children's Protection Agency or the Government party for information relating to the Supplier's compliance with the requirements of this clause.

37.6 Compliance with Child Safety Practices and Procedures

The Supplier must at all times comply with any practices, policies and procedures in relation to child safe environments notified in writing by the Government Party's Contract Manager.

37.7 Effect of Non-Compliance

If the Supplier does not strictly, fully and immediately comply with any or all of its obligations under clause 37.3(a) and then such failure to comply will constitute a fundamental breach of the Agreement entitling the Government Party to terminate the agreement immediately upon giving notice in writing to the Supplier

38. RESPECTFUL BEHAVIOURS

38.1 The Supplier acknowledges the Government Party's zero tolerance towards men's violence against women in the workplace and the broader community.

38.2 The Supplier agrees that, in performing the Services, the Supplier's Personnel will at all times:

- (a) act in a manner that is non-threatening, courteous and respectful; and
- (b) comply with any instructions, policies, procedures or guidelines issued by the Government Party regarding acceptable workplace behaviour.

38.3 If the Government Party believes that the Supplier's Personnel are failing to comply with the behavioural standards specified in this clause, then the Government Party may in its absolute discretion:

- (a) prohibit access by the relevant Supplier's Personnel to the Government Party's premises; and
- (b) direct the Supplier to withdraw the relevant Supplier's Personnel from providing the Services.

39. INFORMATION SHARING

39.1 "ISG" means the Government of South Australia's updated Information Sharing Guidelines for Promoting Safety and Wellbeing strategy endorsed by Cabinet in 2008 and 2013, as amended from time to time.

39.2 To the full extent permitted by law the Supplier agrees to share information in accordance with the ISG.

39.3 The Supplier will, in consultation with a representative from the Department of the Premier and Cabinet, develop an ISG appendix for the Supplier ("Supplier's ISG Appendix"), as prescribed by the ISG (<https://www.dpc.sa.gov.au/responsibilities/information-sharing-guidelines/about-the-information-sharing-guidelines>).

39.4 If requested by the Minister, the Supplier will provide written information detailing the Supplier's compliance with the ISG including details of the Supplier's progress in developing and implementing the Supplier's ISG Appendix.

39.5 The Parties acknowledge that this Agreement constitutes a 'State contract' for the purpose of the Privacy Act 1998 (Commonwealth).

40. FORCE MAJEURE

40.1 Definition

"Force Majeure" means the following events or circumstances:

- (a) fire, flood, earthquake, elements of nature, acts of God, malicious damage, epidemic, explosion, sabotage, riot, civil disorder, rebellion or revolution;
- (b) any change of law executive or administrative order or act of either general or particular application of any government, or of any official acting under the authority of that government, prohibition or restriction by domestic or foreign laws, regulations or policies, quarantine or customs restrictions, which that party;
- (c) did not cause; and
- (d) cannot prevent, control or influence, and the effect of which prevents that party from complying with any of its material obligations under this Agreement.

40.2 The affected party's obligations directly affected by a Force Majeure and any corresponding entitlement of the other party will be suspended to the extent and for so long as the performance of the affected party's obligations are prevented by the Force Majeure.

40.3 The affected party must as soon as it becomes aware of the Force Majeure notify the other party in writing providing details of:

- (a) the nature and extent of the obligations affected;
- (b) if known, the expected effect of the Force Majeure on the other party;
- (c) action that the affected party has taken or will take to avoid or mitigate the expected effect of the Force Majeure; and
- (d) details of insurance policies on which the party may be able to rely to compensate or mitigate the financial effect of the Force Majeure.

40.4 The affected party must:

- (a) use its best endeavours to prevent, avoid, remedy, work around or overcome the effect of the Force Majeure as quickly as possible through prudent management processes, policies and precautions, including the use of alternative resources, the procuring of goods or services from another source, and work around plans;
- (b) keep the other party informed of the continuation and expected duration of the Force Majeure and of measures taken to comply with this clause; and
- (c) recommence performance of its obligations as soon as possible without delay after the Force Majeure ceases to affect the affected party's performance under this Agreement.

40.5 If a Force Majeure causes the affected party to allocate limited resources between or among its other customers, the affected party must not place the other party lower in priority to any other similarly effected customer of the affected party.

40.6 During any period in which the affected party is not performing obligations because of a claimed Force Majeure, the other party may (but need not) make alternative arrangements for the performance, whether by another person or otherwise, of any obligation which the affected party is not performing without incurring any liability to the affected party.

40.7 If the affected party is materially unable to perform its obligations under this Agreement by reason of a Force Majeure for a continuous period of 3 months or a cumulative period of .3 months, then the other party may terminate this Agreement by written notice without prejudice to the terminating party.

Attachment 5 - Specifications

PURPOSE

To respond to short term food needs arising from mandated COVID-19 isolation or quarantining of individuals and families, to ensure South Australians who are food insecure have access to food and hygiene essentials during the mandated period.

GOODS AND SERVICES

The supplier will deliver food parcels and essential personal hygiene supplies to individuals and families who have been directed by SA Health, or statutory Emergency Management directive to isolate or quarantine following a positive COVID-19 Rapid Antigen Test (RAT) or COVID-19 Polymerase Chain Reaction (PCR) test result, or who have been identified as a Close Contact and are facing critical food security issues, where critical food needs are defined as:

- Do not have immediate access to sufficient food or essential hygiene supplies for the expected duration of their mandated isolation, and
- Do not have means to pay for delivery of food or essential hygiene supplies
- Do not have access to other means of support for delivery of food or essential hygiene supplies, for example family members not residing with the household.

Eligibility is to be restricted to individuals, families and other household members referred by SA Health COVID Response personnel or DHS personnel via Foodbank's online portal.

The supplier will aim to deliver a basic essentials hamper (food hamper) within 48 hours after receiving the request through the online portal. The supplier will inform SA Health as soon as possible if delivery cannot be achieved within 48 hours of receiving request.

The food hamper will include key staples such as pasta, rice and long-life milk as well as canned vegetables and fruit, loaf a bread and bag of seasonal fruit and vegetables.

Items for essential hygiene needs, such as nappies, sanitary pads, toothpaste, cleaning products and soap may be included, upon request.

Pet food may be included upon request.

More than one hamper per household may be provided depending on the number of people living together and the length of isolation or quarantine period.

Provision of a halal hamper will be negotiated between the supplier and public authority to ensure culturally appropriate food relief is available.

Services and deliveries will operate from Foodbank SA premises and food hub locations across South Australia within designated business hours. A Saturday service will operate, as agreed.

The supplier will liaise with SA Health around delivery to provide a coordinated and tailored response. SA Health is to be informed when delivery cannot be achieved within 48 hours.

PERFORMANCE MEASURES

The supplier will comply with the following service provision principles:

- Ensure service interventions are timely, and services are flexible and responsive to client needs
- Collaborate with DHS and SA Health to ensure that clients receive an integrated and coordinated service
- Be cost effective, without compromising the needs of the individuals.

The following Key Performance Indicators (KPIs) in the delivery of the goods and services apply:

- 100% of metropolitan orders placed between Friday 12:00pm and Sunday 12:00pm are delivered Monday, or within 48 hours

- 100% of metropolitan and regional warehouse orders placed between Monday 12:00pm and Thursday 12:00pm are delivered within 48 hours
- 100% of food delivered is within the specified goods expiry date

REPORTING

The supplier will provide three monthly reports for the duration of the Agreement that includes:

- A summary of its performance against the three KPIs

SERVICE REVIEWS

The public authority and supplier will periodically review the funding expended to ensure that expenditure does not exceed the allocated budget.

The public authority and supplier will periodically review the service model and services to be delivered to ensure that they remain relevant to emerging need.

Any variations in the delivered services will be negotiated between the public authority and supplier will, noting that SA Health is a major stakeholder in the operation and outcomes of this Agreement.

Attachment 6 – Pricing and Payment

The total budget allocated for these services is \$250,000 (GST exclusive).

FEES

Prices per hamper including for weekday delivery:

Hamper / size	Cost
Large	\$40
Small	\$25
Toiletries	\$10

A surcharge of \$500.00 is incurred for Saturday operations and deliveries (Adelaide metropolitan region only). Fees incurred for Saturday deliveries will be on-charged at cost.

INVOICES

Where Government Indexation is applicable, as determined by the Department of Treasury and Finance, this amount will be applied by the Government Party within the applicable Extension Period.

INVOICES FOR PAYMENT

Australian Tax Office-compliance invoices issued by the Supplier should be forwarded to Email APinvoices@sharedservices.sa.gov.au for payment by the Government Party:

Invoices should be addressed as follows:

Department of Human Services
 Caroline Lock
 Director
 Community and Social Investment
 Community Investment and Support
 GPO Box 11027
 Adelaide SA 5001

Basware number: F8210B205

Invoices must include a report that details the following information:

- Number of basic hampers delivered and associated costs
- List of essential hygiene products delivered and associated costs
- List of pet food supplies delivered and associated costs
- Saturday delivery costs

OFFICIAL

**Procurement & Quality Assurance**

GPO Box 292
ADELAIDE SA 5001
DX115
ABN 11 525 031 744

Project ID: SI1260

Monique Cesana
Chief Financial Officer
Foodbank of South Australia Incorporated
377A Cross Rd
Edwardstown SA 5039
moniquec@foodbanksa.org.au
(08) 8351 1136

ABN: 70 673 398 230

Dear Ms Cesana

Re: Grants SA Social Impact Funding Round 1, 2023-24 Grant Offer

I refer to your request for financial assistance to increase safe food distribution via the Mobile Food Hub ("Purpose").

I am pleased to offer a grant of \$8,776 plus GST (if applicable) ('Grant') on behalf of the Minister for Human Services and Grants SA ("Government Party") to be expended between 02 April 2024 and 03 April 2025 ("Grant Period").

The purpose of the Grant is: to purchase a generator and two pallet jacks for the Riverland Mobile Food Hub.

Total Project Budget Itemised: generator plus transport for \$3,776 and two pallet jacks for \$5,000.

The payment of the Grant is subject to compliance with the following terms and conditions:

1. The Grant will be paid within 30 days of acceptance of this offer.
2. You must only use the Grant for the Purpose during the Grant Period.
3. You must provide an acquittal of the Grant within one month after the end of the Grant Period, (form accessible online by sanner@foodbanksa.org.au at dhs.smartygrants.com.au). The form includes a discussion on the outcomes achieved and key learnings from the project.
4. At the end of the Grant Period, you must repay any unexpended Grant monies to the Government Party unless a specific approval has been granted by the Government Party for you to retain those monies.

To accept this offer, you must sign the Acknowledgement and Acceptance of Offer on the next page, and complete the following, Attachment 1 EFT Authorisation and Attachment 2 RCTI Agreement and return through DocuSign.

This offer will lapse if your acceptance is not received within 30 days of the date of this letter.

If you accept this offer you are agreeing to be legally bound by the terms of this letter.

If you have any queries, please contact Grants SA on 1300 650 985.

Yours sincerely

DocuSigned by:
Clause 6(1)
FC493FE1AB59470...

Caroline Lock

DIRECTOR, COMMUNITY & PARTNERSHIPS

Date: 04-Apr-2024

Enclosure. **Attachment 1: EFT Authorisation Form (Must be completed)**
Attachment 2: RCTI Agreement (Must be completed)

ACKNOWLEDGEMENT & ACCEPTANCE OF OFFER
OF GRANT FOR FOOD DISTRIBUTION VIA REGIONAL MOBILE FOOD HUB

I, Greg Pattinson, authorised officer, for and on behalf of Foodbank of South Australia Incorporated (ABN: 70 673 398 230) ("**Recipient**") acknowledge and accept the terms and conditions specified in this Letter of Offer.

DocuSigned by:

Clause

Signature: 440EE699B07E0417...

Print Full Name: Greg Pattinson

Position/Office: CEO

Date: 18-Apr-2024



Government of South Australia
Department of Human Services

Attachment 2 – EFT Authorisation Form

Please complete all three sections of the form (required fields are indicated with a *)

1. Vendor Details

Vendor Id
(OFFICE USE ONLY)

*ABN Name FOODBANK OF SOUTH AUSTRALIA INC

*ABN number 70673398230

*Address 377a CROSS RD

*City/Suburb EDWARDSTOWN

*State SA

*Post Code 5039

Fax No.

*Phone No. 0883511136

*Email office@foodbanksa.org.au

MAILING ADDRESS IF DIFFERENT

Address

City/Suburb

State

Post Code

Fax No.

Phone No.

Email

2. VENDOR INDEMNITY

I/ We hereby agree for all payments by the Department of Human Services for goods and services supplied to the Department of Human Services to be made by way of direct credit to the bank account details below.

I/ We hereby guarantee that the following details are bona fide, and agree to indemnify the Department of Human Services against any loss or damage suffered if the details provided are incorrect

*Primary Officer GREG PATTINSON

bearer name

*Title CEO

Contact Number Clause 6(1)

*Signature

DocuSigned by:

Clause 6(1)

*Date

18/04/2024

Email

gregp@foodbanksa.org.au

*Treasurer name Monique Cesana

*Title CFO

Contact Number 08 83511136

*Signature

DocuSigned by:

Clause 6(1)

*Date

18-Apr-2024

Email

moniquec@foodbanksa.org.au

3. BANK DETAILS

Your Organisation Name must be included in the name of your bank account.

All State Government funding (for any grant program) will be deposited into one bank account per Organisation (per ABN).

Any information you provide via this form will supersede any previous bank account details provided.

*Account Name Clause 7(1)(b), Clause 7(1)(c)

Account Number Clause 7(1)(b), Clause 7(1)(c)

*Bank BSB

Clause 7(1)(b), Clause 7(1)(c)

*Bank Name

Clause 7(1)(b), Clause 7(1)(c)


Attachment 2 – RCTI Agreement

Recipient Created Tax Invoice (RCTI) Agreement for:Organisations registered for GST ☒Organisations not registered for GST ☐

1. The Department of Human Services (DHS) will issue RCTIs to the Grant Recipient in respect of all supplies under contracts administered under the DHS grants programs within 28 days of payment.
2. The Grant Recipient must not issue any Tax Invoices in respect of those supplies.
3. DHS shall issue a Recipient Created Adjustment note to you in relation to any GST adjustment events.
4. The Grant Recipient if registered for GST, must notify DHS immediately should they cease to be registered for GST or become aware of any reason why their registration may be cancelled.
5. DHS is registered for GST purposes. The ABN for DHS is 11 525 031 744.
6. DHS must notify the Grant Recipient immediately should it cease to be registered for GST or become aware of any reason why its registration may be cancelled or it ceases to satisfy any of the requirements of public ruling GSTR 2000/10 or its successors.
7. By signing below, the Grant Recipient warrants that they are properly authorised to agree to the terms of this agreement which, when received by DHS, will become legally binding.

Grant Recipient Name Foodbank of South Australia & Northern Territory
(Please state Agency name NOT Individual)

Grant Recipient ABN 70673398230

Signature 
Greg Pattinson

Name / Position of Signatory CEO

Date 18-Apr-2024

Office Use Only

Signed on behalf of DHS _____

Name / Position of Signatory _____

Date _____