



**Government
of South Australia**

Minister for Human Services

Level 12 South
1 King William Street
Adelaide SA 5000
GPO Box 2832
Adelaide SA 5001
DX 115
Tel 08 8463 6560
Fax 08 8463 4480

Our ref: MCOR/0034
Your ref: 6985440

Ms Nat Cook MP
Member for Hurtle Vale
PO Box 158
WOODCROFT SA 5162

Sent by email: tristan.rust@parliament.sa.gov.au

Dear Ms Cook

Freedom of information application

I refer to your application under the *Freedom of Information Act 1991* (the Act), received by the Office of the Minister for Human Services on 10 July 2018 seeking access to:

Since 17 March 2018, copies of any and all advice and documents (including but not limited to physical, electronic or written briefs, minutes, emails, and any other correspondence) regarding the Australian Housing and Urban Research Institute.

Unfortunately, the Minister's Office was unable to make a determination on your application within the 30 days, therefore it is considered to be a 'deemed refusal' under section 19(2)(b) of the Act. However, our office has continued to process your application outside of this timeframe. Section 19(2)(a) of the Act provides that an agency can release documents outside of the thirty-day timeframe, and this is still taken to be a determination under the Act.

Twenty-two documents have been located that fall within the scope of your application, and I have determined to release 19 documents in full, two in part and refuse access to one document. Section 20(4) of the Act provides that if it is practicable to give access to a copy of a document with exempt matter deleted, and it appears that the applicant would wish to be given such a copy, the agency must give access to a copy of the document to this limited extent.

Documents 18 and 20 contain the mobile phone numbers of third parties, the release of which would be an unreasonable disclosure of their personal information. I have therefore determined this information exempt pursuant to clause 6(1) of Schedule 1 of the Act, and am releasing these documents to you in part.

Document 15 is a Parliamentary briefing note, the release of which would infringe the privilege of Parliament. I have therefore determined this document exempt pursuant to clause 17(1)(c) of Schedule 1 of the Act.

Please find enclosed a copy of the documents and a document schedule containing a brief description of the documents.

If you are dissatisfied with my determination, you can seek an internal review by writing to the Minister for Human Services as the Principal Officer of the agency. Your request should be sent within 30 days of your receipt of this letter.

In accordance with the requirements of Premier and Cabinet Circular PC045, details of your FOI application, and the documents to which you are given access, will be published on the agency's disclosure log. A copy of PC045 can be found at <http://dpc.sa.gov.au/what-we-do/services-for-government/premier-and-cabinet-circulars>.

If you have any questions in relation to this matter, please contact Amanda Hockings, Office Manager, on telephone 8463 3388 or by email at amanda.hockings2@sa.gov.au. If you disagree with publication, you will need to advise the Office Manager within two weeks of the date of this determination.

Yours sincerely



Amanda Hockings
ACCREDITED FOI OFFICER

24 / 10 / 2018

SCHEDULE OF DOCUMENTS – MCOR/0034

Freedom of information application from the Nat Cook MP seeking access to: *since 17 March 2018, copies of any and all documents including but not limited to physical, electronic, or written briefs, minutes, emails, diary entries and any other correspondence) regarding AHURI.*

No	Date	Author	Description of document	Determination	Reason
1.	16 April 2018	Selena Staude, Ministerial Adviser, Minister's office	Email – Report of interest	Released in full	
2.	8 May 2018		Briefing – AHURI meeting request	Released in full	
3.	16 May 2018	Housing SA, Department of Human Services (DHS)	Briefing – Election Commitment – Engage AHURI to audit Housing assets and map future demand	Released in full	
4.	17 May 2018	Mandy Higgins, A/Parliament and Cabinet Officer, Minister's office	Email – News stories related to AHURI	Released in full	
5.	17 May 2018	Katherine Hawkins, Housing SA, DHS	Email – AHURI funding agreement	Released in full	
6.			Attachment to email – Draft AHURI funding agreement (2018-2021)	Released in full	
7.	17 May 2018	Daniel Wills, The Advertiser	News article – Firm selected to audit housing	Released in full	
8.	17 May 2018	Michael Buchan, Renewal SA	Email – AHURI funding	Released in full	
9.			Attachment to email – AHURI funding variation for 2017-18	Released in full	
10.			Attachment to email – AHURI funding for 2017-18	Released in full	
11.	17 May 2018	Michael Buchan, Renewal SA	Email – Housing and Cabinet process	Released in full	
12.	22 May 2018	Housing SA, DHS	Briefing – AHURI – Background and South Australian Involvement	Released in full	
13.	23 May 2018	Michael Fotheringham, AHURI	Email - AHURI	Released in full	
14.			Attachment to email – AHU NHRP final acquittal report	Released in full	
15.	28 May 2018	DHS	Parliamentary briefing note	Refused in full	Exempt – clause 17(c) – Parliamentary privilege
16.	13 June 2018	DHS	Agenda – Meeting with Minister Lensink	Released in full	
17.	18 June 2018	Phil Fagan-Schmidt, Housing SA, DHS	Email – AHURI	Released in full	
18.	26 June 2018	Lois Boswell, Deputy Chief Executive, DHS	Email – AHURI contract	Released in part	Exempt clause 6(1) – personal affairs
19.	27 June 2018	Tony Harrison, CE, DHS	Email – Update on AHURI contract	Released in full	
20.	27 June 2018	Janette Hancock, Chief of Staff, Minister's office	Email – Request for quote – supply and demand analysis	Released in part	Exempt clause 6(1) – personal affairs

SCHEDULE OF DOCUMENTS – MCOR/0034

No	Date	Author	Description of document	Determination	Reason
21.	28 June 2018	Phil Fagan-Schmidt, Housing SA, DHS	Email – AHURI contract	Released in full	
22.			Attachment to email – AHURI – executed contract	Released in full	

Rossi, Pina (DHS)

From: Staude, Selena (DHS)
Sent: Monday, 16 April 2018 11:15 AM
To: Harrison, Tony (DHS)
Subject: RE:

Thanks Tony

-----Original Message-----

From: Harrison, Tony (DHS)
Sent: Sunday, 15 April 2018 7:55 PM
To: Staude, Selena (DHS) <Selena.Staude@sa.gov.au>
Subject:

Selena, you and the minister may find this report of interest for background of govt housing transfers thanks

https://www.ahuri.edu.au/__data/assets/pdf_file/0013/12352/AHURI_Final_Report_No276_Transformative-transfers-growing-capacities-in-UK-social-housing.pdf

18MSHO/0292




Government of South Australia
Department of Human Services

TO MINISTER FOR HUMAN SERVICES

RE: AHURI MEETING REQUEST

Decision/action required by:...../...../.....

Reason:.....

Recommendation	Response
1. NOTE this briefing regarding a request to meet with representatives of the Australian Housing and Urban Research Institute. (AHURI).	Approved / Not Approved / Noted
Comments:	<div style="text-align: center;">  <hr/> Hon Michelle Lensink MLC / / 2018 </div>

KEY POINTS

- On 13 April 2018, you received a request to meet with representatives from the Australian Housing and Urban Research Institute (AHURI).
- The request is to meet with the chair of AHURI, Mr Tony De Domenico, and the Executive Director of AHURI, Dr Michael Fotheringham.
- The meeting request follows an earlier letter to you on 29 March 2018 offering congratulations on your election and referring to the 2018 election commitment to "engage the AHURI to audit the state's current housing assets and map future demand".
- This briefing provides background information about AHURI along with Mr De Domenico and Dr Fotheringham to assist in considering the meeting request.
- If your office sets a meeting and notifies the department, a further briefing will be provided that addresses any agreed agenda items.

DISCUSSION**AHURI**

AHURI is a national independent research network with an expert not-for-profit research management company, AHURI Limited, at its centre. Its mission is to deliver high quality research that influences policy development to improve the housing and urban environments of all Australians. AHURI receives funding from the Commonwealth and states/territories along with payments for professional services and events. South Australia's annual contribution is approximately \$125,000.

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Page 1

In addition to events and conferences, including the National Housing Conference, AHURI manages the National Housing Research Program (NHRP). AHURI reports that, since 2000, the NHRP has funded over 250 research projects and published over 700 policy-oriented, high quality housing research reports and policy development summaries. Its national research partners include the University of Adelaide and the University of South Australia. The NHRP disburses funds following a competitive application process and the 2019 funding round is open until 10 August 2018. The Executive Director of Housing SA, Mr Philip Fagan-Schmidt, is a current board member of AHURI.

Dr Michael Fotheringham

The following is an excerpt from the AHURI website:

Michael is a research and policy development specialist with experience in a wide range of areas including public health, housing for asylum seekers and the aged, and supported accommodation for people with disabilities. Michael has expertise in building research programs and policy agendas with a number of not-for-profit, government and academic organisations. Prior to working at AHURI, he was Director of Research at Bapcare and General Manager Strategy at Arthritis Victoria.

Michael has authored numerous peer reviewed journal articles, invited book chapters, research monographs, reports and policy framework documents. Michael is a past president of the Australasian Society for Behavioural Health and Medicine and currently serves on the Royal Women's Hospital Human Research Ethics Committee. He is an experienced conference speaker, media spokesperson and facilitator. Michael started working at AHURI in early 2014 as Head of Research Services and Deputy Executive Director. In November 2017, Michael was appointed Executive Director of AHURI.

Mr Tony De Domenico

The following is an excerpt from the AHURI website:

Tony's 40-year career has incorporated various roles across the higher education, international diplomacy and government sectors.

For the past 10 years, he has led the Victoria Division of the Urban Development Institute of Australia as its Executive Director where he was responsible for managing all aspects of the organisation and was a regular media commentator on industry issues. Before joining the UDIA, Tony was Deputy Chief Minister of the ACT, with ministerial responsibilities for Urban Service. He was also Industrial Relations, Economic Development, Employment and Tourism and Regulatory Reform Minister.

Most recently, Mr De Domenico has served as Deputy Chancellor of La Trobe University, from 2009 and as President of the Italian Chamber of Commerce and Industry.

On 17 April 2018, *The Age* published an article regarding Mr De Domenico indicating that he would be stepping down as the head of Development Victoria following concerns about an individual that he recommended for membership of the Italian Chamber of Commerce and Industry. The same article refers to Mr De Domenico maintaining the support of the Commonwealth Treasurer who endorsed Mr De Domenico's AHURI appointment in a previous Ministerial portfolio:

On Monday, Mr Morrison backed Mr De Domenico as AHURI chair. "The appointment of Mr De Domenico was made on merit, based on his vast experience in both the development industry and government, well prior to these reported events," said a spokeswoman for Mr Morrison.

The full article is included as Attachment 1 to this briefing.

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Election Commitment

The Strong Plan for Real Change included a summary of the first 100 days of the new government including the commitment to "Engage the AHURI to audit the state's current housing assets and map future demand".

Since your election, the Housing SA Director of Strategy and Reporting has met with Dr Fotheringham and a procurement plan is being developed to ensure that AHURI is engaged before late June 2018.

Your advice is being sought via briefing 18TDHS/429 regarding the scope of the work that you would like AHURI to undertake noting that it may assist in the development of a new South Australian housing and homelessness strategy over the coming year.


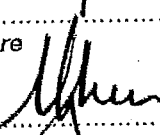
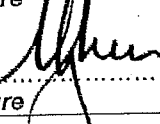
In particular, your advice is sought as to whether you like the work to focus on housing assets that are owned by the state government or to adopt a broader focus that includes all housing assets in South Australia.

BUDGET

Are there financial implications No

MEDIA/SENSITIVE: No

Whilst meeting with AHURI is not a sensitive matter, a recent media report regarding the chair of AHURI is attached to this briefing.

Housing SA			
Director	Katherine Hawkins/...../..... signature 	
Executive Director	Phil Fagan-Schmidt/...../..... signature 	4/5/18
Chief Executive	Tony Harrison/...../..... signature 	8/5/18

ATTACHMENTS

- Article from *The Age* published 17 April 2018 re: chair of AHURI

Contact Officer:	Michael Hicks, Senior Program and Financial Advisor 8207 0144 / michael.hicks2@sa.gov.au
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Are there financial implications No

MEDIA/SENSITIVE: No

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Housing SA		
Director	Katherine Hawkins	 <i>signature</i>
Executive Director	Phil Fagan-Schmidt <i>signature</i>

ATTACHMENTS

1. Article from *The Age* published 17 April 2018 re: chair of AHURI

Contact Officer:	Michael Hicks, Senior Program and Financial Advisor 8207 0144 / michael.hicks2@sa.gov.au
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<https://www.theage.com.au/politics/victoria/liberal-stalwart-expected-to-resign-over-link-to-alleged-mobster-20180417-p4za6n.html>

Liberal stalwart expected to resign over link to alleged mobster

By Royce Millar & Nick McKenzie

17 April 2018 — 7:31pm

A veteran Liberal Party and property industry figure is expected to resign from the state's property development agency following revelations he promoted the alleged head of the Calabrian mafia to a prominent business body.

It is understood that on Tuesday Mr Tony De Domenico told the board of Development Victoria he planned to resign as deputy chairman. The move follows an emergency meeting of the agency's board on Monday night.

The meeting was called after *The Saturday Age* revealed Mr De Domenico last October used his position as president of the Italian Chamber of Commerce and Industry to make alleged mafia boss Tony Madafferi a chamber member.

It is also understood the Development Victoria board discussed other concerns that were raised with Mr De Domenico.

Mr De Domenico's nomination of Mr Madafferi for chamber membership prompted the intervention of the Italian embassy, *The Saturday Age* revealed.

Mr De Domenico push for Mr Madafferi's membership came just weeks after Opposition Leader Matthew Guy was enveloped in a public scandal over revelations he met Mr Madafferi at a lobster restaurant in April 2017.

In his former role as planning minister in the Baillieu/Napthine government, Mr Guy appointed Mr De Domenico to a three-year stint as chair of the state's property development agency Places Victoria (now Development Victoria) in 2014.

Labor saw Mr De Domenico's appointment as provocative so close to the election. Still, the Andrews government re-appointed him as deputy chairman in 2017.

Mr De Domenico is a former Liberal ACT deputy chief minister and more recently the head of the Victorian branch of the private sector development lobby, the Urban Development Institute of Australia.

He is, and has been, a member of a slew of semi-government boards and was formerly a deputy chancellor of La Trobe University. On Tuesday night his future in other state-endorsed roles was unclear.

Mr De Domenico is also the chair of the Australian Housing and Urban Research Institute (AHURI). He was appointed by Treasurer Scott Morrison in his former role as housing minister.

On Monday, Mr Morrison backed Mr De Domenico as AHURI chair. "The appointment of Mr De Domenico was made on merit, based on his vast experience in both the development

18TDHS/0429



Government of South Australia
Department of Human Services


TO MINISTER FOR HUMAN SERVICES

RE: ELECTION COMMITMENT – ENGAGE AHURI TO AUDIT HOUSING ASSETS AND
MAP FUTURE DEMAND

Decision/action required by:

Reason:

Recommendation	Response
1. NOTE this briefing regarding the election commitment to engage AHURI to audit housing assets and map future demand.	Approved / Not Approved / <u>Noted</u>
2. NOTE the proposed single source procurement approach.	Approved / Not Approved / <u>Noted</u>
3. NOTE that engagement with AHURI has commenced and a contract is expected to be drafted in the near future following further discussions regarding scope and cost.	Approved / Not Approved / <u>Noted</u>

Comments:	 Hon Michelle Lensink MLC 26/6 / 2018
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KEY POINTS

- The Strong Plan for Real Change included a commitment to "Engage the AHURI to audit the state's current housing assets and map future demand".
- Since the election, you have received correspondence from AHURI (18MSHO/0292) that refers to the election commitment.
- Directors from Housing SA and Renewal SA have commenced engagement with AHURI via meetings with AHURI's Executive Director on 24 April 2018 and 9 May 2018.
- Noting the short timeframe to meet the election commitment, a single source (AHURI as the source) process is proposed rather than an open procurement arrangement.
- AHURI's work may also link to a new South Australian housing and homelessness strategy and the National Housing and Homelessness Agreement (NHHA).
- Housing SA and Renewal SA are working closely on all three related matters – engaging AHURI, a new strategy and the NHHA.

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Page 1

DISCUSSION

Procurement approach

The procurement of goods and services such as the proposed analysis by AHURI is subject to various policies and guidelines including those issued by the State Procurement Board. The processes that must be followed are affected by the nature of the work, the value of the work and whether there will be an open or targeted procurement process.

In this instance, the analysis is expected to be in the form of a consultancy with a value between \$33,000 and \$110,000 that will be procured via a single source approach. The precise value will be determined following discussions with AHURI about the scope of work and expected deliverables. Contracts above this price range are not recommended at this time noting that more expensive options may require the identification of funding beyond that which is available within existing resources; and the procurement would need to be managed centrally rather than by an individual business unit and this may extend expected timeframes.

Consistent with procurement policies:

- Chief Executive approval will be sought for a consultancy in excess of \$10,000.
- Approval by the delegate (Housing SA Director or Executive Director) will be sought for a single source approach rather than seeking multiple quotes from the market noting factors such as: the election commitment identifying AHURI; the limited time in which to engage the provider; and AHURI's high level of relevant expertise.
- Documents will be prepared and executed consistent with financial delegations noting that Housing SA Directors may enter into contracts up to \$550,000.
- The Department of Human Services Procurement and Grants Unit has provided advice on, and endorsed, the proposed procurement process.

AHURI's national network of research partners includes both the University of Adelaide and the University of South Australia and early discussions indicate a willingness to use local researchers. All activity will be undertaken with a view to entering into a contract with AHURI by late June 2018 and it is expected that AHURI's work will take several months, with an option for progressive releases of products as required to support strategy consultations.

Engagement with AHURI

Directors from Housing SA and Renewal SA met with the Executive Director of AHURI, Dr Michael Fotheringham, on 24 April 2018 and 9 May 2018. AHURI is currently preparing scope and cost estimates for consideration in coming weeks.

Housing SA and Renewal SA hold detailed information about government-owned housing assets and demand for them that may contribute to AHURI's work. AHURI may also make use of other data sources such as: data held by Community Housing Providers (CHP) and the Office of Housing Regulation; the Productivity Commission's annual Report on Government Services; Census information; the National Social Housing Survey; planning and population data from the Department of Planning, Transport and Infrastructure; and various reports and reviews including those developed by AHURI and the Australian Institute of Health and Welfare.

Subject to scope and cost discussions with AHURI, there are opportunities to:

- use advanced data techniques to improve forecasting of future demand including by geographic area, priority population group and assistance program;
- better understand the alignment between physical assets and demand; and
- develop interactive/graphical interfaces that increase the speed of analysis, support data use by non-expert users and assist customer consultation.

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Link to other work

There are two related matters to which the AHURI work will be of significant value: decisions about the allocation of future resources under the new NHHA; and the development of a new South Australian housing and homelessness strategy to replace the existing document that expires in 2018 – noting that the NHHA requires jurisdictions to have a strategy in place.

Subject to ongoing planning for a new housing and homelessness strategy, consideration may be given to procuring a comprehensive housing supply-demand model that encompasses the wider market. If progressed, such a model provides an opportunity to embed a regular process of research and review. For example, the Census occurs every five years, the NHHA is scheduled for review after five years and the most recent South Australian housing strategy was for a period of five years. An advanced supply-demand model would provide a tool to gather and analyse Census and other data prior to reviews of national agreements and/or local strategies.

A larger model could be developed by extending the scope of AHURI's work, or engaging in a separate procurement process, that covers the wider housing market. Products such as AHURI's 3M (Housing Market Microsimulation Model) provide the capacity to model the outcomes of policy changes in different future scenarios although it is noted that a number of large consultancy firms have also developed microsimulation models in recent years that could deliver similar products. As such, a wider market approach may be more appropriate for this work if it progresses.

BUDGET



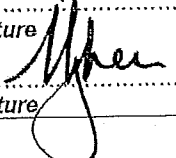
Are there financial implications

No

Consultancy costs are expected to be between \$33,000 and \$110,000 and be met from existing resources. The noting of this briefing will not trigger expenditure of funds.

MEDIA/SENSITIVE:

No

Housing SA			
Director	Katherine Hawkins	 signature	10/5/18 date
Executive Director	Philip Fagan-Schmidt	 signature	10/5/18 date
Chief Executive	Tony Harrison	 signature	16/5/18 date
Contact Officer: Michael Hicks, Senior Program and Financial Advisor 8207 0144 / michael.hicks2@sa.gov.au			

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Hockings, Amanda (DHS)

From: Higgins, Mandy (DHS)
Sent: Thursday, 17 May 2018 2:58 PM
To: Maddeford, Selena (DHS)
Subject: News Stories related to AHURI

Hi Selena

I have not sent these to the Minister, but here are some news stories on AHURI as discussed in question time today. If you think she would be interested please send them through.

The Age Newspaper – 19 April - <https://www.theage.com.au/politics/victoria/government-property-boss-faces-inquiry-into-alleged-mobster-links-20180419-p4zam0.html>

The Age Newspaper – 17 April - <https://www.theage.com.au/politics/victoria/liberal-stalwart-expected-to-resign-over-link-to-alleged-mobster-20180417-p4za6n.html>

The Age Newspaper – 13 April - <https://www.theage.com.au/politics/victoria/liberal-figure-promoted-alleged-mafia-don-to-italian-business-chamber-20180413-p4z9hv.html>

Thanks, Mandy

Mandy Higgins
A/Parliament and Cabinet Officer, Human Services
Minister for Human Services
Department of Human Services
Tel: 08 820 72519
Email: mandy.higgins@sa.gov.au



Government of South Australia
Department of Human Services

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Higgins, Mandy (DHS)

From: Hawkins, Katherine (DHS)
Sent: Thursday, 17 May 2018 10:00 AM
To: Hicks, Michael (DHS)
Subject: FW: AHURI Funding Agreement [SEC=UNCLASSIFIED]
Attachments: 16 May 2018 - AHURI Funding Agreement (2018-2021) (DRAFT).docx; ATT00001.htm

Follow Up Flag: Follow up
Flag Status: Flagged

Please review

Katherine Hawkins

☎: 08 8207 0560 / 0435 657 623

This e-mail may contain confidential information, which also may be legally privileged. Only the intended recipient(s) may access, use, distribute or copy this e-mail. If this e-mail is received in error, please inform the sender by return e-mail and delete the original. If there are doubts about the validity of this message, please contact the sender by telephone. It is the recipient's responsibility to check the e-mail and any attached files for viruses.

From: Fagan-Schmidt, Phil (DHS)
Sent: Thursday, 17 May 2018 9:50 AM
To: Hawkins, Katherine (DHS) <Katherine.Hawkins@sa.gov.au>
Subject: Fwd: AHURI Funding Agreement [SEC=UNCLASSIFIED]

Katherine can you please consider and respond direct cc me. PFS

Philip Fagan-Schmidt
 Executive Director
 Housing SA

Begin forwarded message:

From: "Rymer, Angela" <Angela.Rymer@TREASURY.GOV.AU>
Date: 17 May 2018 at 9:41:33 am ACST
To: "Fagan-Schmidt, Phil (DHS)" <Phil.Fagan-Schmidt@sa.gov.au>
Cc: "Hawkins, Katherine (DHS)" <Katherine.Hawkins@sa.gov.au>, "Kolaczko, John (DHS)" <John.Kolaczko@sa.gov.au>, "Dal Bon, Nathan" <Nathan.Dalbon@TREASURY.GOV.AU>, "Hawkins, Adam" <Adam.Hawkins@TREASURY.GOV.AU>
Subject: RE: AHURI Funding Agreement [SEC=UNCLASSIFIED]

Hi Phil,

I've attached a copy of the current draft of the AHURI Funding Agreement for your information and consideration. This draft was developed by the Australian Government Solicitor based on the 2014 agreement and 2017 variation, updated to reflect current law and policy.

Once I receive funding confirmation from each state/territory (waiting on 5 at the moment), we will circulate this as a final for signature. In the meantime, would you be able to let me know if the

references to SA entities are up to date, or if you can see any other issues with the draft. I would appreciate your advice by Wednesday 23 May if possible.

Best regards,

Angela Rymer

Senior Adviser, Housing Policy Unit
Social Policy Division,
The Treasury
+61 2 6263 4118

From: Rymer, Angela

Sent: Thursday, 10 May 2018 3:43 PM

To: 'Fagan-Schmidt, Phil (DHS)'

Cc: Hawkins, Katherine (DHS); Kolaczko, John (DHS); Dal Bon, Nathan

Subject: RE: AHURI Funding Agreement [SEC=UNCLASSIFIED]

Thank you Phil,

That is good to hear.

Best regards,

Angela

+61 2 6263 4118

From: Fagan-Schmidt, Phil (DHS) [<mailto:Phil.Fagan-Schmidt@sa.gov.au>]

Sent: Thursday, 10 May 2018 2:09 PM

To: Rymer, Angela

Cc: Hawkins, Katherine (DHS); Kolaczko, John (DHS)

Subject: RE: AHURI Funding Agreement [SEC=UNCLASSIFIED]

Hi Angela

Confirming that SA will make funding contribution as proposed.

John Kolaczko is the appropriate finance person to direct invoices to.

PFS

Philip Fagan-Schmidt

EXECUTIVE DIRECTOR

HOUSING SA

From: Rymer, Angela [<mailto:Angela.Rymer@TREASURY.GOV.AU>]

Sent: Thursday, 10 May 2018 10:01 AM

To: 'jeanette.lewis@dhhs.tas.gov.au' <jeanette.lewis@dhhs.tas.gov.au>;

judy.sutherland@dhhs.vic.gov.au' <judy.sutherland@dhhs.vic.gov.au>; Fagan-Schmidt, Phil (DHS)

<Phil.Fagan-Schmidt@sa.gov.au>; 'christine.fitzgerald@nt.gov.au' <christine.fitzgerald@nt.gov.au>;

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Cc: Dal Bon, Nathan <Nathan.Dalbon@TREASURY.GOV.AU>; 'alex.dordevic@dhhs.vic.gov.au' <alex.dordevic@dhhs.vic.gov.au>; Hawkins, Katherine (DHS) <Katherine.Hawkins@sa.gov.au>; 'Sarah.Mewett@communities.wa.gov.au' <Sarah.Mewett@communities.wa.gov.au>
Subject: FW: AHURI Funding Agreement [SEC=UNCLASSIFIED]

Dear AHURI contacts,

I am writing to let you know that as part of the 2018-19 Budget, the Commonwealth Government has agreed to provide \$5.5 million over three years from 2018-19 for AHURI's National Housing Research Program. Details are included below and are in Budget Paper No. 2.

**Australian Housing and Urban Research Institute — National Housing Research Program
(page 133 of Budget Paper No. 2)**

Expense (\$m)

	2017-18	2018-19	2019-20	2020-21	2021-22
Department of the Treasury	-	1.8	1.8	1.9	-

The Government will provide \$5.5 million over three years from 2018-19 to continue funding provided to the *National Housing Research Program* of the Australian Housing and Urban Research Institute. The program provides an evidence base to support the development of future housing, urban development and homelessness policies.

This measure builds on the 2016-17 MYEFO measure titled Australian Housing and Urban Research Institute – extension of funding and transfer of policy responsibility.

As mentioned in Nathan's email below, we are preparing a draft Funding Agreement based on the current multilateral agreement (the 2014 agreement and its 2017 variation) and we aim to provide this to you shortly for your agreement. Prior to this, I have attached the funding table that will be included in the Agreement that details proposed contributions. Consistent with past practice from the 2014-17 multi-year agreement:

- The funding allocations are calculated on a per capita basis based on the population estimates provided by the ABS for 2018-19. Note that these percentages will apply for the 3 years of the agreement;
- Funding is indexed at 2% each year; and
- Payments will be made quarterly upon receipt of an invoice from AHURI.

To avoid disruption to payments to AHURI, the Funding Agreement should be signed by 15 June to allow for the first payment to be made in early July. I would therefore appreciate your confirmation of matching funding contributions, according to the attached funding table, by Friday 18 May.

Best regards,

Angela Rymer
Senior Adviser, Housing Policy Unit
Social Policy Division,
The Treasury
+61 2 6263 4118

From: Herbert, Sally-Anne

Sent: Tuesday, 24 April 2018 2:53 PM

To: 'jamie.chalker@nt.gov.au'; 'christine.fitzgerald@nt.gov.au'; 'michael.coutts-trotter@facs.nsw.gov.au';

'Deidre.Mulkerin@facs.nsw.gov.au'; 'Emma.Nicholson2@facs.nsw.gov.au'; 'peter.white@dhhs.tas.gov.au';
'Jessemy.stone@dhhs.tas.gov.au'; 'phil.fagan-schmidt@sa.gov.au'; 'christine.castley@hpw.qld.gov.au';
'DirectorGeneral@hpw.qld.gov.au'; 'louise.gilding@act.gov.au'; 'nick.foa@dhhs.vic.gov.au';
'grahame.searle@housing.wa.gov.au'; 'Deidre.Mulkerin@facs.nsw.gov.au'

Cc: Rymer, Angela; Dal Bon, Nathan

Subject: FW: AHURI Funding Agreement [SEC=UNCLASSIFIED]

Dear Colleagues,

As you are aware, the current Australian Housing and Urban Research Institute (AHURI) National Housing Research Program (NHRP) Funding Agreement expires on 30/6/2018. In anticipation of a Government decision on renewal of funding for the NHRP, we have started preparing a draft Funding Agreement based on the current multilateral agreement (the 2014 agreement and its 2017 variation).

Given the short timeframe available to establish a new agreement, we intend to share the draft Funding Agreement with you shortly, for your consideration. I would appreciate your confirmation of details for the relevant contact officer on this matter in your jurisdiction **as soon as possible or by Monday 30 April**.

Please feel free to give myself, or Angela Rymer (02 6263 4118), a call if you would like to discuss.

Regards,

Nathan Dal Bon
Principal Adviser
Social Policy Division - Fiscal Group
TREASURY
Phone (w): +61 2 6263 2288

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Australian Government

The Treasury

GRANT AGREEMENT FOR THE NATIONAL HOUSING RESEARCH PROGRAM

between

COMMONWEALTH OF AUSTRALIA as represented by the Department of the Treasury

and

STATE OF NEW SOUTH WALES as represented by the Department of Family and Community Services

and

STATE OF VICTORIA as represented by the Department of Health and Human Services

and

STATE OF QUEENSLAND as represented by the Department of Housing and Public Works

and

STATE OF WESTERN AUSTRALIA as represented by the Housing Authority

and

STATE OF SOUTH AUSTRALIA as represented by the Department for Communities and Social Inclusion

and

STATE OF TASMANIA as represented by the Department of Health and Human Services, Housing, Disability, and Community Services

and

NORTHERN TERRITORY as represented by the Department of Housing and Community Development

and

AUSTRALIAN CAPITAL TERRITORY as represented by the Community Services Directorate

and

AUSTRALIAN HOUSING AND URBAN RESEARCH INSTITUTE LIMITED (AHURI Ltd)

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DEFINITIONS AND DURATION

1 Definitions

- 1.1 In this Agreement, certain words and phrases have defined meanings. They are indicated by initial capital letters (eg, Activity and Activity Period). However, "we" and "you" are not capitalised in this way.
- 1.2 Where a defined word or phrase is used in one clause only, it is usually defined in that clause. Otherwise, the definitions are in clause 43.

2 Duration of the Agreement and Activity

- 2.1 This Agreement starts on the Commencement Date and ends on the Completion Date, unless terminated earlier.
- 2.2 An Activity starts on the Activity Start Date and ends on the Activity End Date, both specified in Item B of the Schedule, unless terminated earlier.

WHAT YOU MUST DO

3 Your obligations in carrying out the Activity

- 3.1 In this clause 3, the reference to 'Commonwealth policy' includes the policy of a State or Territory to the extent that the policy is not inconsistent with Commonwealth policy, and extends only to the Activity that is being performed in that State or Territory.
- 3.2 You must carry out the Activity as required by this Agreement, including meeting all objectives, timeframes and milestones.
- 3.3 In carrying out the Activity, you must:
 - (a) use all proper care; and
 - (b) comply with any codes of ethics, regulations or other industry standards relevant to the Activity; and
 - (c) comply with all relevant laws and in particular, take all reasonable actions to ensure that no fraud occurs; and
 - (d) pay all taxes, duties and government charges imposed in Australia or overseas in connection with this Agreement; and
 - (e) comply with the program guidelines, any operational guidelines, Departmental policy or Commonwealth policy notified to you in writing; and
 - (f) notify us immediately if a conflict of interest arises, or could reasonably be perceived by others to have arisen, that may restrict you undertaking the Activity in a fair and independent way; and
 - (g) communicate with us, especially if there is an issue that may delay, stop or adversely affect the Activity; and
 - (h) provide information and documents we reasonably require.
- 3.4 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of this Agreement and:
 - (a) If your clients are dissatisfied with the results following their complaint/s you must refer your clients to our complaints service, unless otherwise required by another part of this Agreement, for

further investigation of the complaint and you must assist us in the investigation of the complaint. Details of our complaints service can be found on our website.

- (b) You must, on our request, give to us access to or copies of your complaints register in accordance with clause 5.9.
- (c) Copies of all correspondence and other materials received or created by you in connection with any of the above must be kept in accordance with clause 5.3.

4 Your obligation to acknowledge our support

- 4.1** In all Agreement Material you publish, you must acknowledge our financial and other support.
- 4.2** When doing so, you must use any form of acknowledgment we reasonably specify.

5 Your obligation to keep records and provide reports

- 5.1** You must keep accurate records and accounts including:
 - (a) receipts, proof of purchase and invoices, to show how you spend the Grant and carry out the Activity; and
 - (b) client records in accordance with this Agreement and any legislative requirements.
- 5.2** You acknowledge that giving false or misleading information to the Department is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).
- 5.3** You must keep these records and accounts in their original form for at least 5 years after the Activity Period or other period as required by legislation.
- 5.4** You must prepare and give us the reports required and specified in the Schedule.
- 5.5** You must:
 - (a) provide us with a draft Activity Work Plan for the Activity at the time specified in Item F of the Schedule which we may approve (with or without conditions) or require you to make changes; and
 - (b) make any changes that we require to the draft Activity Work Plan and resubmit it to us for our approval within 10 Business Days after we advise you of the required changes.
- 5.6** If we are unable to approve a draft Activity Work Plan for the Activity, we may terminate the Activity or this Agreement in accordance with clause 26.1(b).
- 5.7** Once we have approved a draft Activity Work Plan for the Activity it will be the approved Activity Work Plan and will form part of this Agreement.
- 5.8** Subject to clause 5.5, if we consider that the form or content of a report is not adequate for our purposes, we can request you to submit a revised report. You must submit that revised report within 30 Business Days of our request, unless we specify a shorter or longer time.
- 5.9** You must, at all reasonable times, allow access to all records, accounts, documents and papers relating to this Agreement, including those relating

to how you are carrying out, and receiving or spending the Grant for each Activity and allow copies of these materials to be taken by the following:

- (a) us, or persons authorised by us; or
- (b) the Commonwealth Auditor-General (including his or her delegate); or
- (c) an information officer appointed under the *Australian Information Commissioner Act 2010* (Cth) who is performing 'privacy functions' as defined in that Act.

For the purpose of this clause 5.9 the parties agree that:

- (a) 'access' includes access to your premises (which means premises occupied by you or where any obligation under this Agreement is undertaken and/or wherever any Assets may be located); and
- (b) you must provide such assistance as may be needed to allow access to all records, accounts, documents and papers relating to this Agreement.

5.10 However, you do not have to allow access to, or copies to be made of, Secret and Sacred Material.

5.11 You must include provisions in all of your Subcontracts that will enable you to comply with your obligations under this clause 5.

ABOUT THE GRANT

6 Paying the Grant

Subject to parliamentary appropriation, and your compliance with this Agreement, we will pay you the Grant in accordance with Item C of the Schedule.

7 When can we withhold payment?

7.1 We can withhold any or all of a Grant payment if we consider that you:

- (a) have not carried out Activities in accordance with this Agreement; or
- (b) have not spent the Grant in accordance with this Agreement; or
- (c) have breached any other term of this Agreement; or
- (d) have breached any other agreement.

7.2 We will pay the withheld Grant payment under clause 7.1(a) when you have carried out the Activities to which the payment relates, according to the requirements of the Agreement.

7.3 For the purposes of clause 7.1(d), being in breach of any other Agreement means being in serious breach of any other agreement under which you receive a grant from the Commonwealth (a "serious breach" is one which would entitle the Commonwealth to terminate the other agreement).

8 Other Grant conditions

8.1 The payment of the Grant is at all times conditional upon your objectives and activities remaining directed towards:

- (a) The provision of a centre of excellence in the facilitation and promotion of research into housing, homelessness and urban policy related issues in Australia, which support the National Housing and Homelessness Agreement (NHHA) and housing, homelessness and

urban policy reforms; and

- (b) The creation and dissemination of knowledge in:
 - (i) Housing markets;
 - (ii) Housing and homelessness policy and programs; and
 - (iii) Urban policy throughout Australia.

9 Spending the Grant

9.1 You must spend the Grant:

- (a) only on carrying out the Activity; and
- (b) in accordance with this Agreement (including in accordance with the Budget for the Activity specified in the Schedule and any Activity Work Plan).

9.2 Subject to any provisions in Item C of the Schedule you agree to hold the Grant payments for that Activity in an account in your name and which you solely control. This account must be held with a deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.

9.3 You must ensure that all Grant amounts provided to you by the Commonwealth are only spent on research activities that inform Commonwealth policy.

10 Accounting for the Grant

10.1 You must provide the reports in the form and at the times set out in the Schedule or otherwise notified to you in writing.

10.2 Where the report is a financial declaration it must:

- (a) verify that you have spent the Grant on the Activity in accordance with the Agreement; and
- (b) specify the amount, if any, of the Grant provided for the Activity that remains unspent and uncommitted for that financial year; and
- (c) be certified by:
 - (i) your board;
 - (ii) your chief executive officer; or
 - (iii) an officer with authority to do so.

10.3 Where the report is a financial report, we may, at our discretion, require it to be independently audited, non-audited or in any other form.

10.4 A financial report consists of an income and expenditure statement in relation to each Grant. Each financial report must:

- (a) be in accordance with the Agreement, applicable Australian Accounting Standards¹ and based on proper accounts and records; and
- (b) verify that you have spent the Grant provided on the Activity and in accordance with this Agreement; and
- (c) specify the amount, if any, of the Grant provided for the Activity that

¹ Refer Australian Accounting Standards Board <http://www.aasb.gov.au>.

- remains unspent and uncommitted; and
- (d) include any other matters (in addition to the matters set out in the Schedule) we require to allow us to meet obligations under the Commonwealth financial framework; and
- (e) be certified by:
 - (i) your board;
 - (ii) your chief executive officer; or
 - (iii) an officer with authority to do so.

10.5 If we request an independently audited financial report it must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); or
- (b) a member of CPA Australia; or
- (c) a member of the Institute of Public Accountants in Australia; or
- (d) a member of the Institute of Chartered Accountants in Australia.

The auditor must not be a principal member, shareholder, officer or employee of yours or of a Related Body Corporate as defined in the *Corporations Act*. Reports must be audited in accordance with Australian Audit Standards² and the income and expense statement must be accompanied by the auditor's opinion.

10.6 At any time up to 5 years after the Activity End Date, we may ask you to send us:

- (a) original receipts or other documents which account for the expenditure of the Grant; and/or
- (b) a statutory declaration made in accordance with the *Statutory Declarations Act 1959* (Cth) accounting for the expenditure of the Grant.

11 Review

11.1 We may conduct a review of the Activity against your performance as specified in this Agreement, in the second half of the second year of this Agreement.

11.2 The outcomes of any review conducted under clause 11.1 may result in revised conditions, processes, and Grant amounts being offered by us to you for consideration and negotiation.

11.3 In the event that agreement between us and you concerning any revised conditions, processes, and Grant amounts cannot be reached, we may terminate this Agreement in accordance with clause 26.

11.4 The Agreement may be varied in accordance with clause 35 to include any revised conditions, processes and Grant amounts agreed by the Parties and that variation will take effect from the start of the next quarter (being 1 July, 1 October, 1 January or 1 April during any year) or as otherwise agreed in the variation.

11.5 If as a result of a review conducted under this clause 11, we determine that

² as maintained by the Auditing and Assurance Standards Board www.auasb.gov.au.

you have failed to meet the Activity Performance Indicators described in Item B of the Schedule, that failure will be treated as a default for the purpose of this Agreement.

12 Repaying the Grant

12.1 If:

- (a) we overpay you an amount; or
- (b) we pay you an amount that you incorrectly claim; or
- (c) we pay you an amount that you are unable to spend in accordance with this Agreement; or
- (d) you spend an amount other than in accordance with this Agreement

you must pay us that amount of the Grant (or any lesser amount of which we notify you in writing).

12.2 If you must repay an amount under clause 12.1:

- (a) you must do so within 20 Business Days after we give you a notice in writing; and
- (b) you must pay interest on any part of the amount that is outstanding after the end of the 20 Business Days until the date that the outstanding amount is repaid in full; and
- (c) we may recover the amount and any Interest as a debt due to the Commonwealth.

12.3 We can recover all or any of the amount and Interest by deducting it from subsequent amounts we pay you under this Agreement or any other agreement we have with you.

13 Security interest

13.1 For the purposes of this clause:

- (a) **'PPSA'** means the *Personal Property Securities Act 2009* (Cth);
- (b) **'PPSR'** means the Personal Property Securities Register established under the PPSA;
- (c) **'Security Interest'** has the same meaning as in the PPSA;
- (d) **'Secured Property'** means:
 - (i) all your present and after-acquired property including anything in respect of which you have at any time a sufficient right, interest or power to grant a Security Interest; and
 - (ii) proceeds (as defined in the PPSA); and
 - (iii) PPSA retention of title property (as defined in the *Corporations Act 2001* (Cth)).

13.2 In consideration of the payment of the Grant, you hereby grant a Security Interest in the Secured Property in favour of each of us to secure your performance of your obligations under this Agreement and the repayment of any Grant monies that are required to be repaid to each of us under this Agreement. The entering into this Agreement is attachment for the purposes of the PPSA.

13.3 You also grant each of us a fixed charge over all your other property that

does not fall under the definition of Secured Property.

- 13.4** You agree that we may register a financing statement or a financing change statement in respect of the Security Interest on the PPSR. You agree to execute and complete any documents required to give full effect to and to enable registration of the Security Interest on the PPSR at our request and agree to meet all of our reasonable costs incurred in the preparation and registration of such documentation. You must notify us as soon as reasonably practicable after you become aware of the details of any changes that may affect our Security Interest or our priority. You must do anything that we require you to do to enable us to maintain our Security Interest.
- 13.5** Nothing in this Agreement is to be construed as an agreement to subordinate our Security Interest in favour of another person.
- 13.6** Except to the extent we expressly agree otherwise, you agree that you must not grant or purport to grant any form of Security Interest or charge to any person that may adversely impact the priority of the Security Interest granted to us under this clause.

14 Taxes, duties and government charges

14.1 You are registered or required to be registered for GST

- (a) In this clause:
- (i) the term **'GST Act'** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
 - (ii) the terms **'supply'**, **'supplier'**, **'taxable supply'**, **'tax invoice'**, **'GST'**, **'input tax credit'**, **'decreasing adjustment'** and **'adjustment note'** have the same meaning as given in the GST Act; and
 - (iii) **'receiver of the supply'** has the same meaning as the term 'recipient' has in the GST Act.
- (b) You must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this clause.
- (c) If one party ('supplier') makes a taxable supply to the other party ('receiver of the supply') under this Agreement the receiver of the supply will pay without set-off, on provision of a tax invoice, an additional amount to the supplier equal to the GST imposed on the supply in question.
- (d) If an amount on account of GST has been included in the consideration for a supply under this Agreement, the amount of GST is as specified in Item C of the Schedule to this Agreement.
- (e) If an amount on account of GST has been included in the consideration for a supply under this Agreement and the supply is not a taxable supply for any reason, the supplier must, on demand, refund the amount paid on account of GST to the receiver of the supply.
- (f) No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

- (g) The parties acknowledge and agree that each party:
 - (i) is registered for GST purposes;
 - (ii) has quoted its Australian Business Number to the other;
and
 - (iii) must tell the other of any changes to the matters covered by this clause.

ASSETS

15 Assets

- 15.1** You must maintain and update a register of Assets and provide a copy of this register to us on request.

MATERIAL AND INFORMATION

16 Intellectual Property Rights

- 16.1** You own the Intellectual Property Rights in all Agreement Material subject to clause 16.2.
- 16.2** We own all Commonwealth Material, including Intellectual Property Rights in that Material.
- 16.3** You grant us a licence to use, reproduce, publish, adapt and exploit the Intellectual Property Rights in Agreement Material and Existing Material, (excluding Secret and Sacred Material) for any Commonwealth purpose. This licence is permanent, irrevocable, free, worldwide, non-exclusive and includes a right of sublicense.
- 16.4** The licence granted to us under clause 16.3 does not include a right to Commercialise the Existing Material.
- 16.5** We license you to use the Commonwealth Material (including copying it and supplying it to others), but only for the purposes of this Agreement. This licence does not include a right to Commercialise the Commonwealth Material.
- 16.6** You must ensure that you have the right, or will have the right at the relevant time, to deal with the Intellectual Property Rights in the Agreement Material and any Existing Material under this clause 16.
- 16.7** If we require, you must bring into existence, sign or otherwise deal with any document which we consider is necessary or desirable to give effect to this clause 16.

17 Safekeeping and return of Commonwealth Material

- 17.1** You must keep safe and maintain all Commonwealth Material. You accept all risk relating to that Material.

- 17.2** Unless we otherwise direct, you must promptly return all Commonwealth Material when this Agreement ends or is terminated.

18 Privacy issues

- 18.1** You agree, in conducting each Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
 - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in clause 18.1(a)
- 18.2** If you become aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information that you hold as a result of this Agreement or your performance of the Activity, you agree to:
- (a) notify the Commonwealth in writing as soon as possible, which must be no later than within 3 days; and
 - (b) unless otherwise directed by the Commonwealth, carry out an assessment in accordance with the requirements of the Privacy Act.
- 18.3** Where you are aware that there are reasonable grounds to believe there has been, or where the Commonwealth notifies you that there has been, an Eligible Data Breach in relation to any Personal Information that you hold as a result of this Agreement or your performance of the Activity, you must:
- (a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates;
 - (b) unless otherwise directed by the Commonwealth, take all other action necessary to comply with the requirements of the Privacy Act; and
 - (c) take any other action as reasonably directed by the Commonwealth.
- 18.4** If you become aware of any breach or possible breach of this clause 18, you must notify the Commonwealth immediately.
- 18.5** You acknowledge that the Commonwealth (including us) may disclose or publish details about this Agreement or an Activity. The details may include (but are not limited to) your name, the Grant amount for this Agreement and/or the Activity and the location where the Activity is being delivered or performed.
- 18.6** You must obtain any Subcontractor's express consent for the disclosure to us of the Subcontractor's identity (and their Personal Information, if the Subcontractor is an individual). The consent obtained must extend to allowing us to disclose for reporting purposes the Subcontractor's identity and the existence and nature of the Subcontract.

DISCLOSURE OF INFORMATION

19 Confidential Information

19.1 In this clause 19, "**Confidential Information**" means information that:

- (a) the parties know, or ought to know is confidential; or
- (b) is described in Item K of the Schedule; or
- (c) the parties agree in writing after the date of this Agreement is confidential information for the purposes of this Agreement; or
- (d) is Secret and Sacred Material.

19.2 Subject to clause 19.3, a party must not disclose Confidential Information to anyone, without the prior written consent of the other party.

19.3 A party can disclose Confidential Information to the extent that it:

- (a) is disclosed to its internal management personnel, solely to enable effective management or auditing of Agreement-related activities; or
- (b) is disclosed by us to the responsible Minister; or
- (c) is disclosed by us, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia; or
- (d) is shared within a party, or with another agency, where this serves the Commonwealth's legitimate interests; or
- (d) is authorised or required by law to be disclosed; or
- (e) is in the public domain otherwise than due to a breach of this clause 19.

19.4 Where a party discloses Confidential Information to another person under clause 19.3 they must:

- (a) notify the receiving party that the information is confidential; and
- (b) not provide the information unless the receiving person agrees to keep the information confidential.

19.5 You agree to secure all of our Confidential Information against loss and unauthorised access, use, modification or disclosure.

20 Freedom of Information

20.1 In this clause 20, "document" and "Commonwealth contract" have the same meaning as in the *Freedom of Information Act 1982* (Cth).

20.2 This clause 20 applies to the extent that this Agreement is a Commonwealth contract.

20.3 Where we have received a request for access to a document created by you or a Subcontractor, or in your possession or that of your Subcontractor, which relates to the performance of this Agreement (and not to the entry into this Agreement), we may at any time by written notice require you to provide the document to us and you must, at no additional cost to us, promptly comply with the notice.

20.4 You must include provisions in all of your Subcontracts that will enable you to comply with your obligations under this clause 20.

21 Confidentiality deeds

- 21.1** If we ask, you must promptly arrange for any of your Subcontractors, employees, and volunteers to promptly give us a signed confidentiality deed relating to the use and non-disclosure of our Confidential Information.
- 21.2** You must use the form of confidentiality deed we provide.

WORKING WITH VULNERABLE PERSONS

22 Vulnerable Persons, Police Checks and Criminal Offences

- 22.1** Unless otherwise specified in the Schedule, this clause 22 applies if the Activity or any part of the Activity involves working with, or contact with, Vulnerable Persons.
- 22.2** Before engaging or deploying any Person (whether as an officer, employee, contractor, or volunteer) in relation to any part of the Activity, you must:
- (a) conduct a Police Check for that Person or where relevant, confirm a similar check by appropriate authorities has occurred;
 - (b) confirm that no Commonwealth, State or Territory law prohibits that Person from being engaged in a capacity where they may have contact with Vulnerable Persons; and
 - (c) comply with all other legal requirements of the place where the Activity, or part of the Activity, is being conducted in relation to engaging or deploying persons in a capacity where they may have contact with Vulnerable Persons.
- 22.3** For the purposes of clause 22.2(a) you do not have to conduct a Police Check for a Person where they have a current Working with Children (NSW) check or an equivalent check in another jurisdiction that is current.
- 22.4** You agree:
- (a) if a Police Check or other relevant check by authorities indicates that a Person has a Serious Record, or a Criminal or Court Record, not to engage, deploy or redeploy the Person unless you have conducted and documented a risk assessment of that Person;
 - (b) within 24 hours of becoming aware of a Person being charged or convicted of any Serious Offence or Other Offence, to conduct and document a risk assessment in accordance with clauses 22.5 to 22.6 to determine whether to allow that Person to continue performing the Activity or any part of the Activity; and
 - (c) to document the actions you will take as a result of conducting the risk assessment.
- 22.5** You will be wholly responsible for conducting any risk assessment, assessing its outcome and deciding to engage, deploy or redeploy a Person with a Serious Record, Criminal or Court Record, to work on any Activity, or any part of an Activity.
- 22.6** In undertaking your risk assessment under clauses 22.4 and 22.5 you agree to take into account the following factors:
- (a) whether the Person's Serious Record, Criminal or Court Record is directly relevant to the role the Person will or is likely to perform in relation to the Activity or any part of the Activity;

- (b) the length of time that has passed since the Person's conviction and the Person's record since that time;
- (c) the nature of the offence pertaining to the Serious Record, Criminal or Court Record and the circumstances in which it occurred;
- (d) whether the offence involved Vulnerable Persons;
- (e) the nature of the Activity and the circumstances in which the Person will or is likely to have contact with Vulnerable Persons;
- (f) the particular role the Person is proposed to undertake or is currently undertaking in relation to the Activity and whether the fact the Person has a Serious Record, Criminal or Court Record is reasonably likely to impair the Person's ability to perform or continue to perform the inherent requirements of that role; and
- (g) the Person's suitability based on their merit, experience and references to perform the role they are proposed to undertake or are currently undertaking in relation to the Activity or any part of the Activity.

22.7 After taking into account the factors set out in clause 22.6, you agree to then determine whether it is reasonably necessary to:

- (a) not engage, deploy or redeploy the Person in relation to the Activity or any part of the Activity; or
- (b) remove the Person from working in any position or acting in any capacity in relation to the Activity or any part of the Activity which involves working or having contact with Vulnerable Persons; or
- (c) make particular arrangements or impose conditions under which the Person's role in relation to the Activity or any part of the Activity and, where relevant, contact with Vulnerable Persons is to occur; or
- (d) take steps to protect the physical, psychological or emotional wellbeing of the Vulnerable Persons to whom the Activity relates.

22.8 If we require you must promptly provide evidence, in a form we require, that you have complied with the requirements of this clause 22.

22.9 You agree to reflect your obligations under clause 22 in all Subcontracts you enter into in relation to the Activity or part of the Activity.

22.10 In this clause 22:

- (a) "**Child**" means an individual under the age of 18;
- (b) "**Criminal or Court Record**" means any record of any Other Offence;
- (c) "**Other Offence**" means a conviction, finding of guilt, on-the-spot fine for, or court order relating to:
 - (i) an apprehended violence or protection order made against the Person; or
 - (ii) one or more traffic offences involving speeding more than 30 kilometres over the speed limit, injury to a person or damage to property; or
 - (iii) a crime or offence involving the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or

- other prohibited substance; or
- (iv) a crime or offence involving violence against or the injury, but excluding the death of a person; or
 - (v) a minor crime or offence involving dishonesty, other than those crimes or offences referred to in this paragraph (c).
- (d) **"Person"** means each of your officers, employees, contractors and volunteers;
- (e) **"Police Check"** means a formal inquiry made to the relevant police authority in each Australian State or Territory where you know the Person has resided, designed to obtain details of the Person's criminal conviction or a finding of guilt in all places (within and outside Australia);
- (f) **"Serious Record"** means a conviction or any finding of guilt for a Serious Offence;
- (g) **"Serious Offence"** means:
- (i) a crime or offence involving the death of a person;
 - (ii) a sex-related offence or a crime, including sexual assault (whether against an adult or Child); Child pornography, or an indecent act involving a Child;
 - (iii) a crime or offence involving dishonesty that is not minor;
 - (iv) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services.
- (h) **"Vulnerable Person"** means:
- (i) a Child; or
 - (ii) an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation by reason of age, illness, trauma or disability, or any other reason.

DEALING WITH RISK

23 Indemnity

23.1 You indemnify us against the following:

- (a) all liability; and
- (b) all losses, costs, and expenses

(including those set out in clause 23.2 if caused by the circumstances set out in clause 23.3.)

23.2 The losses, costs, and expenses against which you indemnify us include:

- (a) loss of or damage to our property; and
- (b) loss or expense in dealing with any claim against us (including legal costs on a solicitor/own client basis, the cost of time spent, resources used and disbursements paid).

- 23.3** For the purposes of clause 23.1, you indemnify us in circumstances where our liability, loss, cost or expense was caused by:
- (a) your act or omission in carrying out this Agreement, but only where you were at fault; or
 - (b) your breach of this Agreement; or
 - (c) our use of the Agreement Material or Existing Material (including where third parties make claims against us over the ownership of or right to use Intellectual Property Rights or Moral Rights in the Agreement Material or Existing Material).
- 23.4** Your liability to indemnify us under this clause 23 is reduced proportionately to the extent that our own fault caused our loss.
- 23.5** Our right to be indemnified under this clause 23 is in addition to any other remedy we have at law or under this Agreement. However, we are not entitled to be compensated for more than our actual loss.

24 Insurance

- 24.1** You agree to have current and adequate insurance appropriate to the Activity. Any additional requirements are specified in Item G of the Schedule.
- 24.2** If we ask, you must provide certificates of currency for the insurance and/or a warranty from your insurer that the policy extends to and will cover potential liability arising under this Agreement.
- 24.3** This clause 24 continues to operate for as long as any obligations remain in connection with this Agreement.

TERMINATING THE AGREEMENT

25 Our right to terminate, or reduce the scope of, the Agreement

- 25.1** Even though you are not in default, we can terminate this Agreement, or reduce its scope, at any time by giving you six months' written notice.
- 25.2** If, under clause 25.1, we terminate this Agreement or reduce its scope, we are only liable to you for:
- (a) payments that were due to you before the date of termination or reduction; and
 - (b) reasonable costs you incur as a direct result of the termination or reduction (but subject to clauses 25.4, 25.5 and 25.6).
- 25.3** If we terminate or reduce the scope of this Agreement under clause 25.1, you must:
- (a) immediately stop carrying out your obligations under this Agreement (or, in the case of a reduction in scope, the obligations removed by the reduction); and
 - (b) immediately do everything you can to lessen all losses, costs and expenses that you may suffer from the termination or reduction; and
 - (c) repay the Grant or the relevant part of it as if we had given you a notice to repay under clause 12.2.
- 25.4** We need only pay you the reasonable costs in clause 25.2(b) if you:

- (a) comply strictly with this clause 25; and
 - (b) provide written evidence to satisfy us of the amounts claimed.
- 25.5** We are not liable to pay you compensation for any loss of profits or benefits that you would have received had the termination or reduction not occurred.
- 25.6** We will not be liable to pay any amount under clause 25.2(a) or 25.2(b) in respect of an Activity which would, when added to any Grant amount already paid to you under this Agreement for that Activity, together exceed the Grant amount set out in Item C of the Schedule for that Activity.
- 25.7** If we decide to reduce the scope of the Agreement (by reducing the scope of the Activity and the Grant funds payable), then we may request you to provide a detailed assessment of the effect of such a decision on the performance of the reduced Activity, and you agree to provide us with a copy of this assessment within 20 Business Days. If your assessment is that you cannot continue performing the reduced Activity with the reduced Grant funds, then you must specify the amount of Grant funds required to continue performing the reduced Activity. Following receipt of your assessment, we may:
 - (a) revise the reduction in scope notified under clause 25.1 (including by further reducing the scope of the Activity and/or by increasing or reinstating some or all of the Grant funds payable): or
 - (b) elect to terminate the Agreement under this clause 25, in which case we will provide six months' written notice from the date of that election.

26 Our right to terminate for your default or financial circumstances

- 26.1** We can terminate this Agreement immediately by notice to you if any of the following occur:
 - (a) you breach any of your obligations under this Agreement and we consider that the breach cannot be rectified;
 - (b) you breach any of your obligations under this Agreement and you do not rectify the breach within 10 Business Days after we give you a notice to rectify it;
 - (c) we are satisfied on reasonable grounds that you are unable or unwilling to satisfy the terms of this Agreement;
 - (d) in relation to this Agreement or Activity, you breach a law of the Commonwealth, or of a State or Territory;
 - (e) we consider that our decision to approve the Grant was affected by a statement in your application for Grant that was incorrect, incomplete, false or misleading;
 - (f) you are unable to pay all of your debts as and when they fall due;
 - (g) you have come under external administration, or have applied to come under external administration, or have received a notice requiring you to show cause why you should not come under external administration. This includes any external administration referred to in:
 - (i) Chapter 5 of the *Corporations Act 2001* (Cth), or equivalent provisions in State or Territory legislation concerning incorporated associations;

(ii) Chapter 11 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

- (h) you have become bankrupt or entered into a scheme of arrangement with creditors; or
- (i) you amend your Constitution without providing us with 20 Business Day's written notice.

26.2 If we terminate this Agreement under this clause 26, we can recover from you as a debt due to the Commonwealth any part of the Grant that:

- (a) we consider you have not spent in accordance with the Agreement; or
- (b) you have not legally committed for spending under the Agreement and that is not payable by you as a current liability by the time the notice is given.

26.3 If we purport to terminate the Agreement under this clause 26 (Our Right to Terminate for Your Default or Financial Circumstances) and that termination is determined by a competent authority not to be properly a termination under this clause 26, then that termination by us will be deemed to be a termination under clause 25 (Our Right to Terminate, or Reduce the Scope of the Agreement) effective from the date of the notice of termination referred to in clause 26.1.

26.4 This clause 26 does not affect our other rights under this Agreement, or otherwise at law.

27 Dispute Resolution

27.1 Unless otherwise specified in the Schedule, if a dispute or difference (called collectively a "dispute" in this clause 27, and in clauses 28 and 29) arises between you and us, both parties agree to deal with the dispute in the following way:

- (a) the party who claims that a dispute exists will give the other party a notice setting out the nature of the dispute;
- (b) the parties will then try to resolve the dispute by negotiation, within 20 Business Days from when the notice is given, and for that purpose may authorise persons to act for them.

27.2 If the dispute is not resolved within 20 Business Days from when the notice is given, a party may submit the dispute to a form of alternative dispute resolution (including mediation).

27.3 A party cannot start legal proceedings in relation to the dispute unless:

- (a) the negotiations fail to resolve the dispute within 20 Business Days of when the notice is given; or
- (b) where a party submits the dispute to alternative dispute resolution under clause 27.2— the dispute is not resolved within 20 Business Days of that submission (or any extended time the parties have agreed in writing before the expiry of the 20 Business Days).

28 Exceptions to clause 27

28.1 A party does not need to follow the dispute resolution procedures set out in

clause 27.2 if they are seeking urgent interlocutory³ relief from a court.

- 28.2** We need not follow the procedures set out in clause 27 in relation to actions we take under clauses 6-10 (which deal with the payment of a Grant), 25 (Termination, or reduction in scope, where you are not in default) or 26 (Termination for your default or for your financial circumstances).

29 Obligation to perform despite dispute

Whether or not a dispute exists, each party must continue to perform its obligations under this Agreement.

OTHER LEGAL MATTERS

30 Relationship between the parties

- 30.1** This Agreement does not make you our partner, agent or employee.
- 30.2** You must not misrepresent your relationship with us.
- 30.3** Subject to our rights under this Agreement, no party is authorised to legally commit or represent another party in any way.
- 30.4** Subject to our rights under this Agreement, no party may attempt to bind or represent another in any way.

31 Subcontractors

- 31.1** You agree not to Subcontract any of your obligations under this Agreement without first getting our written consent.
- 31.2** If we give our consent, we may impose any conditions we consider appropriate, and you must comply with them.
- 31.3** You are not relieved of your obligation to carry out the Activity as required by this Agreement merely because you Subcontract any part of the Agreement.
- 31.4** You agree to ensure that any Subcontracts entered into by you for the purposes of this Agreement are consistent with the obligations binding on you under this Agreement.
- 31.5** If we terminate or reduce the scope of this Agreement under either clauses 25.1 or 26.1, you must exercise any right of termination or reduction you have against any of your Subcontractors.

32 Use of Specified Personnel

- 32.1** If we give you written notice, you must remove any personnel, including Specified Personnel, specified in that notice, and replace such person with other Specified Personnel satisfactory to us.
- 32.2** If any Specified Personnel is unavailable or unable to undertake the services, you must notify us in writing and you must replace that person with another Specified Personnel agreed by us.

33 Entire Agreement

This Agreement comprises the entire agreement between the parties about the subject matter of this Agreement. It supersedes all prior communications, negotiations and agreements, whether oral or written, about the subject matter of

³ Interlocutory relief is an interim order, made by a court, issued provisionally and without finally deciding the rights of the parties.

this Agreement.

34 Governing law

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

35 Variation of this Agreement

This Agreement may only be varied in writing, signed by all parties.

36 Enforcement of part does not prevent enforcement of another part

We are not prevented from enforcing any part of this Agreement merely because:

- (a) we did not enforce that part on an earlier occasion; or
- (b) we do not enforce another part.

37 You must not assign your rights

37.1 You must not assign your rights under this Agreement without first getting our written consent.

37.2 In this clause 37, "assign" includes novate or transfer, in whole or in part.

38 Effect of invalidity of part

If part of this Agreement is found to be invalid, the rest of the Agreement continues in effect as if the invalid part were excluded.

39 Certain clauses continue after this Agreement ends

The termination or expiry of this Agreement, for any reason, does not affect:

- (a) the continued operation of the following clauses:
 - (i) clause 3.3(h) (Your obligation to provide information and documents);
 - (ii) clause 4 (Your obligation to acknowledge our support);
 - (iii) clause 5 (Your obligation to keep records and provide reports);
 - (iv) clause 9 (Spending the Grant);
 - (v) clause 10 (Accounting for the Grant);
 - (vi) clause 12 (Repaying the Grant);
 - (vii) clause 14 (Taxes, duties and government charges);
 - (viii) clause 15 (Assets);
 - (ix) clause 16 (Intellectual Property Rights);
 - (x) clause 17 (Safekeeping and return of Commonwealth Material);
 - (xi) clause 18 (Privacy issues);
 - (xii) clauses 19-21 (Disclosure of Information);
 - (xiii) clause 22 (Vulnerable Persons, Police Checks and Criminal Offences);
 - (xiv) clause 23 (Indemnity);
 - (xv) clause 24 (Insurance); or
- (b) the continued operation of any other clauses that by their nature, survive termination or expiry.

40 Priority of documents

If there is any conflict or inconsistency, the provisions in documents forming part of this Agreement take priority in the following order:

- (a) the Terms and Conditions; and then
- (b) the Schedule.

41 Notices

41.1 A notice under this Agreement is ineffective unless it is in writing.

41.2 Also, a notice under this Agreement is ineffective unless it meets the following requirements:

- (a) where you give it to us—you address it, and forward it, to the address specified in Item L of the Schedule, or as we otherwise direct;
- (b) where we give it to you—we address it, and forward it, as specified in Item L of the Schedule, or as you otherwise direct; and
- (c) in either case, it is signed by, or on behalf of, the person giving it.

41.3 A notice may be given:

- (a) by hand delivery; or
- (b) by prepaid post; or
- (c) by electronic transmission, including by email or by facsimile.

41.4 A notice is treated as having been given if:

- (a) delivered by hand—on delivery to the relevant address;
- (b) sent by post—on delivery to the relevant address, or 5 Business Days after it was posted, whichever is earlier;
- (c) transmitted electronically—when received by the addressee.

34 Interpretation: General

42.1 In this Agreement:

- (a) headings are for convenience only and have no effect on interpretation; and
- (b) footnotes are for information only and are not part of the Agreement; and
- (c) a provision is not to be interpreted against a party merely because that party proposed it.

42.2 Also in this Agreement, unless the contrary appears:

- (a) where a word or phrase has a defined meaning, any grammatical form of that word has a corresponding meaning; and
- (b) a reference to legislation or a legislative provision includes a reference to any amendment, substitution or re-enactment of that legislation or provision; and
- (c) 'includes' in any of its forms is not a word of limitation; and
- (d) a reference to \$ or dollars is a reference to Australian currency; and
- (e) the singular includes the plural and vice versa.

43 Defined terms

43.1 In this Agreement, unless the contrary appears:

- (a) **we** or **us** (and grammatical variations such as ours) means the Commonwealth of Australia represented by the department(s) or entity(ies) specified in the Agreement and includes our officers, delegates, employees, other contractors and agents;
- (b) **you** (and grammatical variations such as your) means the legal entity set out in the Schedule, and includes your officers, employees, agents, volunteers, Subcontractors, and successors.

43.2 Also in this Agreement, unless the contrary appears:

Activity means any tasks, activities, services or other purposes for which this Grant is provided. The Activity is described in Item B of a Schedule.

Activity Period means the period specified in Item B of a Schedule during which the Activity must be completed.

Agreement comprises these Terms and Conditions, the Schedule (which is a separate document signed by you and us), and any documents incorporated by reference into these Terms and Conditions or the Schedule.

Agreement Material means all Material:

- (a) which you bring into existence in performing this Agreement; and
- (b) copied or derived from Material referred to in paragraph (a).

Asset means any item of personal, real or intangible⁴ property, with a price or value of \$10,000 or more, inclusive of GST, and which has been created, acquired or leased wholly or in part with the Grant, except Intellectual Property Rights and licences provided for in clause 16.

Budget means the Budget as described in Item D of the Schedule.

Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done.

Commonwealth Auditor-General means the holder of the position including members of staff of the Auditor General's office.

Commonwealth Material means any Material that we give you for the purposes of this Agreement or that is copied or derived from that Material, but does not include Agreement Material.

Commencement Date means the date on which the Agreement was signed by the last party to do so.

Commercialise means to develop manufacture, use, sell, offer to sell or hire the Intellectual Property Rights in Material or, in respect of a product resulting from that commercialisation, to use, manufacture, hire, sell or otherwise exploit the product, or keep it for the purpose of doing any of these things.

Completion Date means the day after you have done, to our satisfaction, all that you are required to do under this Agreement.

⁴ Intangible assets are those assets that lack a physical presence, but are constituted by a right enforceable in a court of law or equity. Intellectual property is an example of intangible property.

Constitution means your constitution, which (where relevant) includes rules and any amendments that are part of your constitution.

Eligible Data Breach has the same meaning as in the *Privacy Act 1988* (Cth).

Existing Material means all Material in existence before the execution of this Agreement or developed independently of this Agreement (other than Previous Agreement Material) that is:

- (a) incorporated in the Agreement Material; or
- (b) supplied with, or as part of, the Agreement Material; or
- (c) required to be supplied with, or as part of, the Agreement Material.

Grant means the money, or any part of it, paid to you as set out in Item C of the Schedule.

Intellectual Property Rights means all copyright, rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity in industrial, scientific, literary or artistic fields, but does not include Moral Rights.

Interest means interest calculated at an interest rate equal to the general interest charge rate as specified in section 8AAD of the *Taxation Administration Act 1953* (Cth), on a daily compounding basis.

Material includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.

Moral Rights includes the following rights of an author of copyright Material:

- (a) the right of attribution of authorship; and
- (b) the right of integrity of authorship; and
- (c) the right not to have authorship falsely attributed.

Personal Information has the same meaning as in the *Privacy Act 1988* (Cth).

Previous Agreement means the previous grant agreement between the parties which was signed on 25 September 2014 as varied on 30 June 2017.

Previous Agreement Material means Material created under the Previous Agreement or Material copied or derived from that Material.

Schedule means a schedule to this Agreement. It may include annexures and incorporate other documents by reference.

Secret and Sacred Material means all information and knowledge of special religious, spiritual or customary significance considered to be secret, exclusive or restricted by an Aboriginal person or according to Aboriginal Tradition as defined in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth).

Specified Acts means any of the following acts or omissions by or on behalf of the Commonwealth:

- (a) using, reproducing, adapting or exploiting all or any part of the

- Agreement Material, with or without attribution or authorship;
- (b) supplementing Agreement Material with any other Material;
 - (c) using the Agreement Material in a different context to that originally envisaged,

but does not include false attribution of authorship.

Specified Personnel means the personnel, if any, (whether your officers, employees, Subcontractors or volunteers of you) required to undertake the Activity or any part of the Activity as set out the Schedule, or such personnel replaced in accordance with clause 32.

Subcontractor means any contractor, person or organisation who is engaged by you to undertake the relevant Activity (and any of that contractor's, person's or organisation's employees, agents and Subcontractors). 'Subcontracts' has a corresponding meaning.

Terms and Conditions means all clauses of this document.

44 Multi party arrangement

44.1 Parties

- (a) For the purpose of:
 - (i) clauses 43.1 and 19.1(c), the reference to the 'Commonwealth of Australia';
 - (ii) clauses 12.2(c), 16.3, 18.3, 19.3(d) and 26.2, the reference to the 'Commonwealth';also includes a reference to the:
 - (iii) State of Victoria;
 - (iv) State of New South Wales;
 - (v) State of Queensland;
 - (vi) State of Western Australia;
 - (vii) State of South Australia;
 - (viii) State of Tasmania;
 - (ix) Northern Territory; and
 - (x) Australian Capital Territory.

44.2 Notices

- (a) For the purpose of clause 41.2(a), you must forward a copy of all notices to each of us (including to the additional addresses set out in Item L of the Schedule), however, we may notify you that one of us is authorised to receive notices on behalf of the others.
- (b) For the purposes of clause 41.2(b), we may notify you that one of us is authorised to issue some or all notices on behalf of the others.

44.3 Several liability

For the purposes of the Agreement, each of us has several liability for the performance of our respective obligations.

44.4 Execution by counterparts

This Agreement may be executed in any number of counterparts and all of such counterparts when so executed will be an original but all of which taken together will be deemed to constitute on and the same instrument.

45 Participants Agreement

45.1 Interpretation

- (a) For the purposes of this clause 45, 'Participants Agreement' means the DEED OF VARIATION TO PARTICIPANTS AGREEMENT dated 21 June 2012 between you and:
 - (i) ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY (ABN 49 781 030 034), a university established under the Royal Melbourne Institute of Technology Act 1992 (Vic) of Melbourne in the state of Victoria 3001.
 - (ii) THE UNIVERSITY OF NEW SOUTH WALES (ABN 57 195 873 179), a body corporate established under the University of New South Wales Act 1989 (NSW), of Sydney in the state of New South Wales 2052.
 - (iii) SWINBURNE UNIVERSITY OF TECHNOLOGY (ABN 13 628 586 699) a tertiary institution established under the Swinburne University of Technology Act 1992 (Vic) of Hawthorn in the state of Victoria 3122.
 - (iv) THE UNIVERSITY OF SOUTH AUSTRALIA (ABN 37 191 313 308) a body corporate established under the University of South Australian Act 1990 (SA) of Adelaide in the state of South Australia 5000.
 - (v) THE UNIVERSITY OF TASMANIA (ABN 30 764 374 782) a body corporate established under the University of Tasmania Act 1992 (Tas) of Hobart in the state of Tasmania 7001.
 - (vi) CURTIN UNIVERSITY OF TECHNOLOGY (ABN 99 143 842 569) a body corporate established under the Curtin University of Technology Act 1966 (WA) of Bentley in the state of Western Australia 6845.
 - (vii) THE UNIVERSITY OF SYDNEY (ABN 15 211 513 464) a body corporate under the University of Sydney Act 1989 of c/o Sydnovate, Level 5, SIT Building (J12) University of Sydney NSW 2006.
 - (viii) THE UNIVERSITY OF ADELAIDE (ABN 61 249 878 937) a body corporate established under the University of Adelaide Act 1971 (SA) of North Terrace, Adelaide, South Australia, 5005.

45.2 Notice of key events under the Participants Agreement

- (b) You must notify us of:
 - (i) any decision to amend or vary the Participants Agreement;
 - (ii) any decision to add a party to the Participants Agreement;
 - (iii) the termination of Participants Agreement, including under clause 26 of the Participant's Agreement;

- (iv) any decision by the participant to withdraw or retire from the Participants Agreement; or
- (v) any decision to expel participant for the Participant Agreement (including under clause 24.1 of the Participants Agreement).

DRAFT

SCHEDULE – GRANT AGREEMENT FOR THE NATIONAL HOUSING RESEARCH PROGRAM

SCHEDULE: National Housing Research Program

Item A	OUR PROGRAM INFORMATION	
A.1	Program Name	The Australian Housing and Urban Research Institute Limited (AHURI Ltd) National Housing Research Program.
A.2	Program Objectives The primary objective of the program is to manage and deliver a high quality and policy relevant National Housing Research Program for the purposes of informing Commonwealth, State and Territory reforms and policy development in housing, homelessness and urban policy (commensurate with the funding provided by the Commonwealth, States and Territories). In support of this primary objective, research reports will be made publicly available to promote community interest and awareness of housing, homelessness and urban policy issues. In addition, researchers, policy analysts and practitioners will be engaged to develop an understanding and commitment to evidence based policy practice and assist in the development of research reports.	

Item B	YOUR ACTIVITY INFORMATION (see also Clause 2 of the Terms and Conditions)	
B.1	Name of Organisation	Australian Housing and Urban Research Institute Limited (AHURI Ltd)
B.2	ABN	11 090 448 918
B.3	Activity Name	AHURI National Housing Research Program
	Activity Start Date	01/07/2018
	Activity End Date	30/06/2021
Activity Details You are required to undertake the following activities: <ul style="list-style-type: none"> • Commission, manage and deliver balanced, high quality, solution-orientated and policy-relevant research for the purposes of informing Commonwealth, State and Territory reforms and policy development in housing, homelessness and urban policy. • Disseminate research findings publicly to stimulate community interest and facilitate policy debate on housing, homelessness and urban policy related issues. • Effectively engage the policy and research communities in developing research priorities, delivering and disseminating research findings. • Provide effective governance and reporting so that transparency of activities, outcomes and performance are maintained throughout the life of the Agreement. In carrying out these activities you must: <ul style="list-style-type: none"> • Consult jurisdictions in the development of research project proposals for inclusion in the Annual Activity Work Plan; • Develop and maintain an Annual Activity Work Plan, including appropriate and efficient timelines for the completion of research; • Maintain project plans for each individual research project; and • Adhere to the quality standards for research, evaluations, reviews and publications specified in your Annual Activity Work Plan at Item E.2. 		

SCHEDULE – GRANT AGREEMENT FOR THE NATIONAL HOUSING RESEARCH PROGRAM

	<p>All research undertaken after 1 July 2018 should be undertaken under this Agreement, and not the Previous Agreement.</p>		
	<p>Activity Performance Indicators As specified in your Activity Work Plan at Item E.2, and must address the matters identified in Item B.3.</p> <p>As specified in Item E.5.1, you must provide us with a Final Report to determine that the Agreement deliverables have satisfactorily been met.</p>		
	<p>The information listed below on location, service area and the attributed Commonwealth funding amounts will be used by us to provide reports, by region, on the Commonwealth's funding. The information may be published on a Commonwealth web site. Any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.</p>		
	<p>Location information The Activity will be delivered from the following site location/s</p>		
	Location Type	Name	Address
1		AHURI Ltd	1/114 Flinders Street Melbourne Victoria 3000
	<p>Service area information: NOT APPLICABLE</p>		

SCHEDULE – GRANT AGREEMENT FOR THE NATIONAL HOUSING RESEARCH PROGRAM

Item C	FUNDING AND PAYMENT (see also Clause 6 of the Terms and Conditions)				
C.1	Funding Amounts				
	States and Territories				
C	Amount Payable	Per Capita Basis	Funding Year 2018-2019	Funding Year 2019-2020	Funding Year 2020-2021
	New South Wales	31.98%	\$572,163.34	\$583,606.61	\$595,278.74
	Victoria	25.95%	\$464,154.83	\$473,437.93	\$482,906.69
	Queensland	20.02%	\$358,195.21	\$365,359.11	\$372,666.29
	Western Australia	10.40%	\$185,991.71	\$189,711.54	\$193,505.77
	South Australia	6.91%	\$123,694.61	\$126,168.51	\$128,691.88
	Tasmania	2.09%	\$37,351.75	\$38,098.79	\$38,860.76
	Australian Capital Territory	1.67%	\$29,849.96	\$30,446.96	\$31,055.89
	Northern Territory	0.98%	\$17,474.59	\$17,824.08	\$18,180.56
	Total		\$1,788,876.00	\$1,824,653.52	\$1,861,146.59
	GST component		\$178,887.60	\$182,465.35	\$186,114.66
	Total State and Territory Funding		\$1,967,763.60	\$2,007,118.87	\$2,047,261.25
	Commonwealth				
	Amount Payable		Funding Year 2018-2019	Funding Year 2019-2020	Funding Year 2020-2021
	Total Commonwealth Funding (ex GST)		\$1,788,876.00	\$1,824,653.52	\$1,861,146.59
	Total GST		\$178,887.60	\$182,465.35	\$186,114.66
	Total Commonwealth Funding (incl GST)		\$1,967,763.60	\$2,007,118.87	\$2,047,261.25
	Total Funding (Commonwealth, State and Territories)				
	Amount Payable		Funding Year 2018-2019	Funding Year 2019-2020	Funding Year 2020-2021
	Total (ex GST)		\$3,577,752.00	\$3,649,307.04	\$3,722,293.18
	GST component		\$357,775.20	\$364,930.70	\$372,229.32
	Bank account information You must notify us in writing of any changes to these account details:				
	BSB number	083-004			
	Financial institution	National Australia Bank (NAB) 330 Collins Street MELBOURNE VIC 3000			
	Account number	48-244-0112			
	Account name	Australian Housing and Urban Research Institute Ltd			

SCHEDULE – GRANT AGREEMENT FOR THE NATIONAL HOUSING RESEARCH PROGRAM

C.2	Payment																								
	<p>The Funding is payable by us in quarterly instalments in accordance with clause 6 of the Agreement and this item C.2.</p> <p>The Commonwealth will pay the Commonwealth Quarterly instalment amount specified below on receipt of a tax invoice for the relevant quarter and the relevant Funding Year. The total amount payable by the Commonwealth will not exceed the Total Commonwealth Funding specified in item C.1.</p> <p>The States and Territories will pay the States and Territories Total Quarterly instalment. The amount payable by each State and Territory is to be calculated applying the Per Capita Basis percentage set out in item C.1, and will not exceed that amount. Each State and Territory will pay that portion of the States and Territories Total Quarterly instalment on receipt of a tax invoice for the relevant quarter and the relevant Funding Year. The total amount payable collectively by the States and Territories under this Agreement will not exceed the Total State and Territory Funding specified in item C.1.</p>																								
	<table><tr><th>Amount Payable</th><th>Funding Year 2018-2019</th><th>Funding Year 2019-2020</th><th>Funding Year 2020-2021</th></tr><tr><td>Commonwealth Quarterly instalment (ex GST)</td><td>\$447,219</td><td>\$456,163.38</td><td>\$465,286.65</td></tr><tr><td>GST component (per instalment)</td><td>\$44,721.90</td><td>\$45,616.34</td><td>\$46,528.67</td></tr><tr><td>States and Territories Total Quarterly instalment (ex GST)</td><td>\$447,219</td><td>\$456,163.38</td><td>\$465,286.65</td></tr><tr><td>GST component (per instalment)</td><td>\$44,721.90</td><td>\$45,616.34</td><td>\$46,528.67</td></tr><tr><td>Total payable to AHURI per quarter (ex GST)(Total of Commonwealth, State and Territory payments per quarter)</td><td>\$894,438.00</td><td>\$912,326.76</td><td>\$930,573.30</td></tr></table>	Amount Payable	Funding Year 2018-2019	Funding Year 2019-2020	Funding Year 2020-2021	Commonwealth Quarterly instalment (ex GST)	\$447,219	\$456,163.38	\$465,286.65	GST component (per instalment)	\$44,721.90	\$45,616.34	\$46,528.67	States and Territories Total Quarterly instalment (ex GST)	\$447,219	\$456,163.38	\$465,286.65	GST component (per instalment)	\$44,721.90	\$45,616.34	\$46,528.67	Total payable to AHURI per quarter (ex GST)(Total of Commonwealth, State and Territory payments per quarter)	\$894,438.00	\$912,326.76	\$930,573.30
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SCHEDULE – GRANT AGREEMENT FOR THE NATIONAL HOUSING RESEARCH PROGRAM

Item D	Budget
Budget to be provided as part of the Activity Work Plan indicated in Item E.	
Item E	REPORTS (see also Clause 5 of the Terms and Conditions)
All reports must be provided within the timelines set out at Item F	
E.1	<p>Performance Reports (Against Performance Indicators listed in Item B)</p> <p>E1.1 You must provide us with an Annual Progress Report</p> <p>(a) Each report must include:</p> <ul style="list-style-type: none"> (i). Detailed and substantial information on your progress and achievements in carrying out the Activity (including by reference to the matters in Item B) and any other matter we reasonably request; (ii). Confirmation that the Grant funds paid by the Commonwealth were spent in accordance with clause 9.3 of the Agreement; and (iii). We may reasonably require you to provide extra information in a report, provided that reasonable notice is given. <p>(b) For the purpose of the Agreement reasonable notice is taken to mean 20 Business Days.</p> <p>(c) These reports must be submitted by the date specified in Item F.</p> <p>E1.2 You must provide us with a Quarterly Progress Report every three calendar months for the duration of the Activity Period</p> <p>(a) Each report must include:</p> <ul style="list-style-type: none"> (i). Detailed and substantial information on your achievements and performance as described in your Activity Work Plan; (ii). Confirmation that the Grant funds paid by the Commonwealth were spent in accordance with clause 9.3 of the Agreement; and (iii). We may reasonably require you to provide extra information in a report, provided that reasonable notice is given. <p>(b) For the purpose of the Agreement reasonable notice is taken to mean 20 Business Days.</p> <p>(c) This report must be submitted by the dates specified in Item F.</p> <p>E1.3 You must provide us with Ad Hoc Reports when requested</p> <p>(a) Each report must include, but is not limited to:</p> <ul style="list-style-type: none"> (i). Variations to individual projects; (ii). Changes to your budget. <p>(b) We may seek extra information from you and/or request a face to face meeting or teleconference, provided that reasonable notice is given.</p>
E.2	<p>Activity Work Plan</p> <p>E2.1 You must provide us with an Activity Work Plan</p> <p>(a) Your Activity Work Plan must include deliverables and outcomes that you will achieve during each year (1 July through 30 June) of the Activity Period including:</p> <ul style="list-style-type: none"> (i). Program objectives for the upcoming year (1 July through 30 June); (ii). Detailed activities related to these objectives; (iii). Timelines and process for the delivery of the annual 'Research Review and Research Agenda'; (iv). Stakeholder consultation and engagement strategy; (v). Research dissemination; and (vi). Program management including performance indicators and milestones for the timely delivery of research.

SCHEDULE – GRANT AGREEMENT FOR THE NATIONAL HOUSING RESEARCH PROGRAM

E.3	<p>Annual Report</p> <p>E.3.1 You must provide an Annual Report by the due date as specified under Item F that is available at the web address listed below, or provided as a hard copy as soon as it becomes available if this is not possible.</p> <p>http://www.ahuri.edu.au/about/annual_reports</p>
E.4	<p>Financial Acquittal Reports</p> <p>E.4.1 You must provide us with an independently audited Annual Financial Acquittal Report by the due date as specified under Item F and forward to us a statement of receipts and expenditure of the Grant for the Activity conducted during the immediate preceding year. The report must separately show the receipt and expenditure of Grant funds provided by the Commonwealth and must include details of any sale, disposal or write-off of any Asset purchased wholly or partly with Funds including:</p> <p>(a) A statement as to whether the financial accounts are true and fair; and expenditure is in accordance with your approved budget.</p>
E.5	<p>Other Reports</p> <p>E.5.1 You must provide us with a Final Report, by the due date specified under Item F or following the expiration or earlier termination of this Agreement.</p> <p>(a) The Final Report must provide detailed and substantial information drawn from quarterly and annual progress reports, activity work plans, financial acquittal reports and annual reports, for the term of the Agreement, and must include:</p> <ul style="list-style-type: none"> (i). Achievements against objectives; (ii). Annual income and expenditure statements; (iii). Recommendations; and (iv). Confirmation that the Grant funds paid by the Commonwealth were spent in accordance with clause 9.3 of the Agreement; (v). Any other matter requested by us prior to the end of the Agreement. <p>(b) We may ask for extra information from you and/or request face to face meetings or teleconferences, provided that reasonable notice is given.</p> <p>(c) For the purpose of the Agreement reasonable notice is taken to mean 20 Business Days.</p>

SCHEDULE – GRANT AGREEMENT FOR THE NATIONAL HOUSING RESEARCH PROGRAM

Item F			
Milestones and Reports		Information to be included	Due Date
F.1	Funding Agreement Executed		01 JULY 2018
F.2	Activity Work Plan	ACTIVITY WORK PLAN AS PER ITEM E.2.1 You must provide the Activity Work Plan for the 2018-2019 financial year. All Annual Activity Work Plans must describe activities, outputs, milestones and timeframes as described in Item E of the Schedule of this Agreement.	15 JULY 2018
F.3	Report	PERFORMANCE REPORT AS PER ITEM E.1.2 QUARTERLY PROGRESS REPORT You must provide us with detailed and substantial information on your achievements and performance as described in your Activity Work Plan for the period 1 July 2018 – 30 September 2018. All Quarterly Progress Reports must be in writing and in a form acceptable to us.	15 OCTOBER 2018
F.4	Report	PERFORMANCE REPORT AS PER ITEM E.1.2 QUARTERLY PROGRESS REPORT You must provide us with detailed and substantial information on your achievements and performance as described in your Activity Work Plan for the period 1 October 2018 -31 December 2018. All Quarterly Progress Reports must be in writing and in a form acceptable to us.	15 JANUARY 2019
F.5	Report	PERFORMANCE REPORT AS PER ITEM E.1.2 QUARTERLY PROGRESS REPORT You must provide us with detailed and substantial information on your achievements and performance as described in your Activity Work Plan for the period 1 January 2019 – 31 March 2019. All Quarterly Progress Reports must be in writing and in a form acceptable to us.	15 APRIL 2019
F.6	Activity Work Plan	ACTIVITY WORK PLAN AS PER ITEM E.2.1 You must provide the Activity Work Plan for the 2019-2020 financial year. All Annual Activity Work Plans must describe activities, outputs, milestones and timeframes as described in Item E of the Schedule of this Agreement.	01 JULY2019
F.8	Report	ANNUAL PROGRESS REPORT AS PER ITEM E1.1 You must provide us with an Annual Progress Report for the period 1 July 2018 – 30 June 2019. You must provide detail and substantial information on your progress in carrying out the Activity information to be included and any other matter we reasonably request. All Annual Progress Reports must be in writing and in a form acceptable to us.	15 JULY 2019

SCHEDULE – GRANT AGREEMENT FOR THE NATIONAL HOUSING RESEARCH PROGRAM

Item F			
Milestones and Reports		Information to be included	Due Date
F.9	Report	ANNUAL REPORT AS PER ITEM E.3.1 You must provide an Annual Report that is available at the web address listed below, or provided as a hard copy as soon as it becomes available if this is not possible. http://www.ahuri.edu.au/about/annual_reports	31 OCTOBER 2019
F.10	Report	FINANCIAL ACQUITTAL REPORT AS PER ITEM E.4 You must provide us with an independently audited Annual Financial Acquittal Report for the 2018-2019 Financial Year. All Financial Acquittal Reports must be in writing and in a form acceptable to us.	31 OCTOBER 2019
F.11	Report	PERFORMANCE REPORT AS PER ITEM E.1.2 QUARTERLY PROGRESS REPORT You must provide us with detailed and substantial information on your achievements and performance as described in your Activity Work Plan for the period 1 July 2019 – 30 September 2019. All Quarterly Progress Reports must be in writing and in a form acceptable to us.	15 OCTOBER 2019
F.12	Report	PERFORMANCE REPORT AS PER ITEM E.1.2 QUARTERLY PROGRESS REPORT You must provide us with detailed and substantial information on your achievements and performance as described in your Activity Work Plan for the period 1 October 2019 – 31 December 2020. All Quarterly Progress Reports must be in writing and in a form acceptable to us.	15 JANUARY 2020
F.13	Report	PERFORMANCE REPORT AS PER ITEM E.1.2 QUARTERLY PROGRESS REPORT You must provide us with detailed and substantial information on your achievements and performance as described in your Activity Work Plan for the period 1 January 2020 – 31 March 2020. All Quarterly Progress Reports must be in writing and in a form acceptable to us.	15 APRIL 2020
F.14	Activity Work Plan	ACTIVITY WORK PLAN AS PER ITEM E.2.1 You must provide the Activity Work Plan for the 2020-2021 financial year. All Annual Activity Work Plans must describe activities, outputs, milestones and timeframes as described in Item E of the Schedule of this Agreement.	01 JULY 2020

SCHEDULE – GRANT AGREEMENT FOR THE NATIONAL HOUSING RESEARCH PROGRAM

Item F			
Milestones and Reports		Information to be included	Due Date
F.16	Report	ANNUAL PROGRESS REPORT AS PER ITEM E.1.1 You must provide us with an Annual Progress Report for the period 1 July 2019 – 30 June 2020. You must provide detail and substantial information on your progress in carrying out the Activity information to be included and any other matter we reasonably request. All Annual Progress Reports must be in writing and in a form acceptable to us.	15 JULY 2020
F.17	Report	ANNUAL REPORT AS PER ITEM E.3.1 You must provide an Annual Report that is available at the web address listed below, or provided as a hard copy as soon as it becomes available if this is not possible. http://www.ahuri.edu.au/about/annual_reports	31 OCTOBER 2020
F.18	Report	FINANCIAL ACQUITTAL REPORT AS PER ITEM E.4.1 You must provide us with an independently audited Annual Financial Acquittal Report for the 2019-2020 Financial Year. All Annual Financial Acquittal Reports must be in writing and in a form acceptable to us.	31 OCTOBER 2020
F.19	Report	PERFORMANCE REPORT AS PER ITEM E.1.2 QUARTERLY PROGRESS REPORT You must provide us with detailed and substantial information on your achievements and performance as described in your Activity Work Plan for the period 1 July 2020 – 30 September 2020. All Quarterly Progress Reports must be in writing and in a form acceptable to us.	15 OCTOBER 2020
F.20	Report	PERFORMANCE REPORT AS PER ITEM E.1.2 QUARTERLY PROGRESS REPORT You must provide us with detailed and substantial information on your achievements and performance as described in your Activity Work Plan for the period 1 October 2020 – 31 December 2020. All Quarterly Progress Reports must be in writing and in a form acceptable to us.	15 JANUARY 2021
F.20	Report	PERFORMANCE REPORT AS PER ITEM E.1.2 QUARTERLY PROGRESS REPORT You must provide us with detailed and substantial information on your achievements and performance as described in your Activity Work Plan for the period 1 January 2021 – 31 March 2021. All Quarterly Progress Reports must be in writing and in a form acceptable to us.	15 APRIL 2021

SCHEDULE – GRANT AGREEMENT FOR THE NATIONAL HOUSING RESEARCH PROGRAM

Item F			
Milestones and Reports		Information to be included	Due Date
F.21	Report	ANNUAL PROGRESS REPORT AS PER ITEM E1.1 You must provide us with an Annual Progress Report for the period 1 July 2020 – 30 June 2021. You must provide detail and substantial information on your progress in carrying out the Activity information to be included and any other matter we reasonably request. All Annual Progress Reports must be in writing and in a form acceptable to us.	15 JULY 2021
F.22	Report	ANNUAL REPORT AS PER ITEM E.3.1 You must provide an Annual Report that is available at the web address listed below, or provided as a hard copy as soon as it becomes available if this is not possible. http://www.ahuri.edu.au/about/annual_reports	31 OCTOBER 2021
F.23	Report	FINANCIAL ACQUITTAL REPORT AS PER ITEM E.4.1 You must provide us with an independently audited Annual Financial Acquittal Report. All Annual Financial Acquittal Reports must be in writing and in a form acceptable to us.	31 OCTOBER 2021
F.24	Report	FINAL REPORT AS PER ITEM E.5.1 You must provide us with a Final Report by the due date specified or following the expiration or earlier termination of this Agreement as specified in Item E.5.1 of the Schedule of this Agreement. All Final Reports must be in writing and in a form acceptable to us.	31 OCTOBER 2021
F.25	Milestones and Reports	AD HOC REPORTS WHEN REQUESTED You must provide us with additional reports and undertake information to be included as specified in Item E1 of the Schedule of this Agreement.	Within 20 Business Days on receipt of the request

Item G	INSURANCE REQUIREMENTS (see also Clause 24 of the Terms & Conditions)
	You must have the following additional Activity specific insurance/s: Public liability and workers compensation insurance
Item H	ASSETS (see also Clause 15 of the Terms & Conditions)
	List of Assets that may be acquired with the funding: You must seek our approval prior to purchasing Assets with the Funding
Item I	SUBCONTRACTORS (see also Clause 31 and 43 of the Terms & Conditions)
	<ol style="list-style-type: none"> 1 ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY (ABN 49 781 030 034) 2 THE UNIVERSITY OF NEW SOUTH WALES (ABN 57 195 873 179) 3 SWINBURNE UNIVERSITY OF TECHNOLOGY (ABN 13 628 586 699) 4 THE UNIVERSITY OF SOUTH AUSTRALIA (ABN 37 191 313 308) 5 THE UNIVERSITY OF TASMANIA (ABN 30 764 374 782) 6 CURTIN UNIVERSITY OF TECHNOLOGY (ABN 99 143 842 569) 7 THE UNIVERSITY OF SYDNEY (ABN 15 211 513 464) 8 THE UNIVERSITY OF ADELAIDE (ABN 61 249 878 937)
Item J	SPECIFIED PERSONNEL (see also Clause 32 of the Terms & Conditions)
	The following Specified Personnel are required to undertake the Activity/ies as indicated: None Specified
Item K	CONFIDENTIAL INFORMATION (see also Clause 19 of the Terms & Conditions)
	<p>Our confidential information is: None Specified</p> <p>Your confidential information is:</p> <ol style="list-style-type: none"> 1. Your Board and sub-committee or working group discussions and information including: <ol style="list-style-type: none"> (a) Briefs; (b) Project funding applications and assessments; and (c) Draft research reports and applicable publications. 2. Your Board papers, decisions and minutes of meetings, but only to the extent they are required to be provided to us for the purpose of this Agreement. <p>Except for the information described in paragraph 2 above, the Confidential Information listed above ceases to be confidential five years following the termination or expiration of this Agreement.</p>

Item L	NOTICES (see also Clause 41 of the Terms & Conditions)
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Our contact details and address for notices	
Name or Position	Ms Vicki Wilkinson Division Head Social Policy Division Fiscal Group The Treasury
Phone	02 6263 3993
Email	Vicki.Wilkinson@treasury.gov.au
Postal Address	Langton Crescent Parkes ACT 2600

Your contact details and address for notices	
Name or Position	Dr Michael Fotheringham Executive Director AHURI Limited
Phone	03 9660 2300
Email	michael.fotheringham@ahuri.edu.au
Postal Address	Level 1,114 Flinders Street Melbourne VIC 3000

Additional contact details and address for notices (see clause 44.2 of the Terms & Conditions)	
Victoria contact details and address for notices	
Name or Position	Ms Judy Sutherland Department of Health and Human Services
Phone	03 9096 2935
email	judy.sutherland@dhhs.vic.gov.au
Postal Address	50 Lonsdale Street Melbourne Vic 3000
New South Wales contact details and address for notices	
Name or Position	Jason Kara Director - Strategy, Housing Department of Family and Community Services
Phone	02 9716 3413
email	jason.kara@facs.nsw.gov.au and cc. Dong-chai.Whye@facs.nsw.gov.au
Postal Address	Locked bag 4001 Ashfield NSW 1800
Queensland contact details and address for notices	
Name or Position	Michelle Jackson A/Manager Research & Analysis Team Department of Housing and Public Works
Phone	07 3007 4406
email	Michelle.jackson@hpw.qld.gov.au
Postal Address	Department of Housing and Public Works Mineral House, Brisbane

South Australia contact details and address for notices	
Name or Position	Phil Fagan-Schmidt Executive Director, Housing SA Department for Communities and Social Inclusion
Phone	08 8413 9030
email	Phil.Fagan-Schmidt@sa.gov.au , and cc: John.Kolaczko@sa.gov.au
Postal Address	GPO Box 292 ADELAIDE SA 5001
Western Australia contact details and address for notices	
Name or Position	Adrian Warner Director, Inter-Governmental Outcomes Department of Communities
Phone	08 9440 2265
email	adrian.warner@communities.wa.gov.au
Postal Address	PO Box 6334 East Perth WA 6892
Tasmania contact details and address for notices	
Name or Position	Jeanette Lewis Principle Housing Advisor Housing, Disability and Community Services Department of Health and Human Services
Phone	03 6166 3628
email	Jeanette.lewis@dhhs.tas.gov.au
Postal Address	GPO Box 125 Hobart TAS 7001
Northern Territory contact details and address for notices	
Name or Position	Christine Fitzgerald Executive Director, Strategy, Policy & Performance Department of Housing and Community Development
Phone	08 8999 8333
email	christine.fitzgerald@nt.gov.au
Postal Address	GPO Box 4621 DARWIN NT 0801
Australian Capital Territory contact details and address for notices	
Name or Position	Deborah Foulcher Senior Manager, Policy & Participation, Housing and Community Services
Phone	02 6205 3884
email	deborah.foulcher@act.gov.au
Postal Address	Locked Bag 3000 Belconnen, ACT 2616

Signatories to this Agreement

Parties **Commonwealth of Australia**, as represented by and acting through the **Department of the Treasury ABN 92 802 414 793**, Langton Cres, Parkes ACT 2600.

AND the

DIRECTOR OF HOUSING VICTORIA, a body corporate established under the *Housing Act* 1983 (Vic) of 50 Lonsdale Street, Melbourne, VIC, 3000.

AND the

STATE OF NEW SOUTH WALES, as represented by and acting through the Chief-Executive, Housing NSW, Department of Family and Community Services (ABN 80 597 369 676) and having its principal office at 223-239 Liverpool Road Ashfield, NSW, 2131.

AND the

STATE OF QUEENSLAND, as represented by and acting through the Department of Housing and Public Works (ABN 86 504 771 740) and having its principal office at 1 William St Brisbane, Qld, 4001.

AND the

MINISTER FOR SOCIAL HOUSING SOUTH AUSTRALIA, a body corporate pursuant to the Administrative Arrangements Act 1994 (SA) for and on behalf of the Crown in right of the STATE OF SOUTH AUSTRALIA (as represented by the Department for Communities and Social Inclusion ABN 11 525 031 744) and having its principal office at Riverside Centre, North terrace, Adelaide, SA, 5000.

AND the

STATE OF WESTERN AUSTRALIA, as represented by and acting through the Director-General Department of Housing (ABN 56 167 671 885) and having its principal office at 99 Plain Street, East Perth, WA, 6004.

AND the

STATE OF TASMANIA, as represented by and acting through the Department of Health and Human Services, Disability, Housing and Community Services (ABN 11 255 872 006) having its principal office at Level 4, 99 Bathurst Street, Hobart, TAS, 7000.

AND the

NORTHERN TERRITORY, as represented by and acting through the Department of Housing, Local Government and Regional Services (ABN 84 085 734 992) having its principal offices at level 2, RCG House, 83-85 Smith Street, Darwin, NT, 0800.

AND the

AUSTRALIAN CAPITAL TERRITORY, as represented by and acting through the Community Services Directorate (ABN 26 471 407 289) and having its principal offices at Level 8, 11 Moore Street Canberra City, ACT 2601.

Collective or individually where the contract permits ("us", "we" or "our")

AND the

AUSTRALIAN HOUSING AND URBAN RESEARCH INSTITUTE LIMITED ACN 090 448 918 ABN 11 090 448 918 of level 1, 114 Flinders Street, Melbourne, VIC 3000. ("you" or "your")

Executed by the parties as an agreement on the day the last party signs, which is

.....Day ofYear

Signed for and on behalf of the
Commonwealth of Australia

By

(Signature of Departmental Representative)
..../..../....

(Signature of Witness) /..../....

J

(Name of Departmental Representative)

(Name of Witness in full)

(Position of Departmental Representative)

Signed for and on behalf of the **State of Victoria**

By

(Signature of Departmental Representative)
....../....../....

(Signature of Witness) /....../....

(Name of Departmental Representative)

(Name of Witness in full)

(Position of Departmental Representative)

Signed for and on behalf of the **State of Queensland**

By

(Signature of Departmental Representative)
...../...../.....

(Signature of Witness)
...../...../.....

(Name of Departmental Representative)

(Name of Witness in full)

(Position of Departmental Representative)

Signed for and on behalf of the **State of New South Wales**

By

(Signature of Departmental Representative)
...../...../.....

(Signature of Witness)
...../...../.....

(Name of Departmental Representative)

(Name of Witness in full)

(Position of Departmental Representative)

Signed for and on behalf of the State of South Australia

By

(Signature of Departmental Representative)
....../.../....

(Signature of Witness)
....../.../....

(Name of Departmental Representative)

(Name of Witness in full)

(Position of Departmental Representative)

Signed for and on behalf of the **State of Western Australia**

By

(Signature of Departmental Representative)
...../...../.....

(Signature of Witness)
...../...../.....

G

(Name of Departmental Representative)

(Name of Witness in full)

(Position of Departmental Representative)

Signed for and on behalf of the **State of Tasmania**

By

(Signature of Departmental Representative)
....../....../....

(Signature of Witness)
....../....../....

(Name of Departmental Representative)

(Name of Witness in full)

(Position of Departmental Representative)

Signed for and on the behalf of the Northern Territory

By

(Signature of Departmental Representative)
.../.../....

(Signature of Witness)
.../.../....

(Name of Departmental Representative)

(Name of Witness in full)

(Position of Departmental Representative)

Signed for and on the behalf of the **Australian Capital Territory**

By

(Signature of Departmental Representative)
.../.../....

(Signature of Witness)
.../.../....

(Name of Departmental Representative)

(Name of Witness in full)

(Position of Departmental Representative)

Firm selected to audit SA's future housing under investigation over mobster links, says Labor

Daniel Wills, State Political Editor, The Advertiser

May 17, 2018 7:52pm

HUMAN Services Minister Michelle Lensink has told Parliament she was unaware of claims that the man heading an agency set to audit SA's future housing needs is under investigation for links to an alleged mobster.

The Opposition on Thursday peppered the State Government with questions over its pre-election pledge to have the Australian Housing and Urban Research Institute "audit the state's current housing assets and map future demand".

The Victorian government last month announced a probe into claims that Development Victoria deputy chairman Tony De Domenico, who is also chairman of AHURI, promoted the alleged head of the Calabrian mafia, Tony Madafferi, to a prominent chamber group.

The Advertiser attempted to contact Mr De Domenico on Thursday.

He has previously firmly rejected any connection with Mr Madafferi. Mr Madafferi has never been charged with any crime and denies any wrongdoing.

Ms Lensink told Parliament she was not aware of the allegations against Mr De Domenico.

"AHURI is a well-respected Australian organisation. If there are individuals who have been associated who are of ill repute and have committed particular crimes, then that will go through the correct process," she said.

Rossi, Pina (DHS)

From: Buchan, Michael (Renewal SA)
Sent: Thursday, 17 May 2018 4:58 PM
To: Lensink, Michelle (DHS); Maddeford, Selena (DHS)
Subject: Fwd: AHURI funding
Attachments: AHURI Funding Variation for 2017-18.pdf; ATT00001.htm; AHURI Funding for 2017-18.pdf; ATT00002.htm

Funding details - last year was \$125k

See supporting docs

Begin forwarded message:

From: "Hallsworth, Belinda (Renewal SA)" <Belinda.Hallsworth@sa.gov.au>
To: "Buchan, Michael (Renewal SA)" <Michael.Buchan@sa.gov.au>
Subject: Fw: AHURI funding

From: Hicks, Michael (DHS)
Sent: Thursday, 17 May 2018 4:51 PM
To: Hallsworth, Belinda (Renewal SA)
Subject: FW: AHURI funding

From: Kolaczko, John (DHS)
Sent: Tuesday, 1 May 2018 9:30 AM
To: Hicks, Michael (DHS) <Michael.Hicks2@sa.gov.au>
Subject: RE: AHURI funding

Hi Michael

Here's a summary of SA's funding contributions to AHURI over the last few years:

2014-15	\$119,047
2015-16	\$121,795
2016-17	\$124,231
2017-18	\$124,520

Also attached are copies of the Variation to the Agreement for 2017-18 and the letter from Federal Treasurer.

We are also at the stage where a renewal of the agreement is required if funding into 2018-19 is to occur.

Please advise when negotiations are complete.

Regards

John Kolaczkos

Principal Management Accountant

Finance and Business Services

Department of Human Services

Level 8 SE, Riverside Centre

North Terrace, Adelaide, 5000

Email: john.kolaczkos@sa.gov.au

Phone: (08) 820 **70538** Fax: (08) 820 **70199**

From: Hicks, Michael (DHS)
Sent: Monday, 30 April 2018 6:08 PM
To: Kolaczkos, John (DHS)
Subject: AHURI funding

Hi John,

Have you got some quick numbers on our annual contribution to AHURI (and going back 2 or 3 years?).

I'm doing a brief for the new Minister s AHURI has asked for a meeting and thought it would be nice to include how much we contribute.

Thanks,

Michael Hicks | Senior Program and Financial Advisor

Housing Strategy and Reporting

Housing SA | Department of Human Services

p. 08 8207 0144 | m. 0402 486 439 | f. 08 8207 0333 | e. michael.hicks2@sa.gov.au

Level 1 South West, Riverside Building, North Terrace, Adelaide SA 5000 | GPO Box 292, Adelaide SA 5001



Australian Government

The Treasury

DEED OF VARIATION (AHURI Funding Agreement)
of the Australian Housing and Urban Research Institute Limited (AHURI Ltd)
National Housing Research Program

between

COMMONWEALTH OF AUSTRALIA

as represented by the Department of the Treasury

ABN 92 802 414 793

and

STATE OF NEW SOUTH WALES

as represented by the Department of Family and Community Services

ABN 80 597 369 676

and

STATE OF VICTORIA

as represented by the Department of Health and Human Services

and

STATE OF QUEENSLAND

as represented by the Department of Housing and Public Works

and

STATE OF WESTERN AUSTRALIA

as represented by the Housing Authority

and

STATE OF SOUTH AUSTRALIA

as represented by the Department for Communities and Social Inclusion

and

STATE OF TASMANIA

**as represented by the Department of Health and Human Services, Housing,
Disability, and Community Services**

and

NORTHERN TERRITORY

as represented by Department of Housing and Community Development

and

AUSTRALIAN CAPITAL TERRITORY

as represented by Community Services Directorate

and

**AUSTRALIAN HOUSING AND URBAN RESEARCH INSTITUTE LIMITED (AHURI
Ltd)**

ABN 11 090 448 918

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THIS DEED is made on the 30th day of June 2017.

BETWEEN

The **Commonwealth of Australia (Commonwealth)** as represented by the **Department of the Treasury (Department)** ABN 92 802 414 793 of Langton Crescent PARKES ACT 2600

and

the **State of New South Wales**, as represented by and acting through the **Department of Family and Community Services** (ABN 80 597 369 676) and having its principal office at 219-241 Cleveland Street, Redfern, NSW, 2012.

and

the **State of Victoria**, as represented by the Acting Deputy Secretary, **Department of Health and Human Services** of 50 Lonsdale Street, Melbourne, VIC, 3000.

and

the **State of Queensland**, as represented by and acting through the Director-General, **Department of Housing and Public Works** (ABN 86 504 771 740) of Level 31, 1 William Street, Brisbane, QLD, 4000.

and

the **State of Western Australia**, as represented by and acting through the Chief Executive Officer, **Housing Authority** and having its principal office at 99 Plain Street, East Perth, WA, 6004.

and

the **State of South Australia**, as represented by and acting through the **Department for Communities and Social Inclusion** and having its principal office at Riverside Centre, North Terrace, Adelaide, SA, 5000.

and

the **State of Tasmania**, as represented by and acting through the **Department of Health and Human Services, Housing, Disability and Community Services** having its principal office at Level 5, 22e Elizabeth Street, Hobart, TAS, 7000.

and

the **Northern Territory**, as represented by and acting through the **Department of Housing and Community Development** having its principal offices at level 2, RCG House, 83-85 Smith Street, Darwin, NT, 0800.

and

the **Australian Capital Territory**, as represented by and acting through the **Community Services Directorate** and having its principal offices at Level 8, 11 Moore Street Canberra City, ACT 2601.

Collective (as us, we or our) or individually where the contract permits

and

Australian Housing and Urban Research Institute Limited (AHURI Ltd) ABN 11 090 448 918 of 1/114 Flinders Street, Melbourne Victoria 3000 (**Recipient**)

(together, the **Parties**).

RECITALS

- A The Parties (other than the State of Queensland) entered into a Funding Agreement for the Australian Housing and Urban Research Institute Limited (AHURI Ltd) National Housing Research Program on 25/09/2014 (**Funding Agreement**).
- B The Parties have agreed to vary the Funding Agreement in accordance with the terms of this Deed.

THE PARTIES AGREE as follows:

1. DEFINITIONS

- 1.1 In this Deed, unless the contrary intention is expressed, capitalised terms have the same meaning as in the Funding Agreement and the following additional definitions apply:

Deed means this deed of variation including its schedules.

Variation Date means the date when the separately executed documents are exchanged between the Parties.

2. INTERPRETATION

- 2.1 In this Deed, except where the contrary intention is expressed:

- 2.1.1 the singular includes the plural and vice versa, and a gender includes other genders;
- 2.1.2 a reference to a clause, paragraph, attachment, schedule or annexure is to a clause or paragraph of, or attachment, schedule or annexure to, this Deed as the context requires, and a reference to this Deed includes any attachment and any other document incorporated by reference;
- 2.1.3 a reference to a document, publication, Commonwealth policy or instrument is a reference to the document, publication, Commonwealth policy or instrument as altered, supplemented or replaced from time to time and a reference to an Act includes regulations made under that Act;
- 2.1.4 a reference to A\$, \$A, AUD, dollar or \$ is to Australian currency unless stated otherwise;
- 2.1.5 a reference to time is to the time in the place where the obligation is to be performed or, to the extent that there is any uncertainty, to the time in the Australian Capital Territory;

- 2.1.6 a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- 2.1.7 a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- 2.1.8 a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 2.1.9 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 2.1.10 if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- 2.1.11 headings are for ease of reference only and do not affect interpretation.

3. TERM

- 3.1 This Deed takes effect on the Variation Date and survives the termination or expiry of the Funding Agreement.

4. EFFECT OF THIS DEED

- 4.1 The Parties agree that, with effect from the Variation Date:
 - 4.1.1 the Funding Agreement is varied in accordance with the terms of this Deed;
 - 4.1.2 the Recipient must meet all of the requirements and obligations in the Funding Agreement applicable to the Recipient, as varied by this Deed, on and from the Variation Date; and
 - 4.1.3 the Department must meet all of the requirements and obligations in the Funding Agreement applicable to the Department, as varied by this Deed, on and from the Variation Date.

5. VARIATIONS TO THE FUNDING AGREEMENT

- 5.1 The terms and conditions of the Funding Agreement are varied as set out in Schedule 1 to this Deed, on and from the Variation Date.

6. PRESERVATION OF RIGHTS

- 6.1 Subject to any express provision in this Deed to the contrary, nothing in this Deed affects any rights, obligations or liabilities that a Party acquired, accrued or incurred under the Funding Agreement prior to the Variation Date.

7. CONFIDENTIALITY

- 7.1 The Parties acknowledge and agree that the confidentiality obligations and disclosure rights set out in the Funding Agreement apply to this Deed, as if this Deed formed part of the Funding Agreement.

8. GOVERNING LAW AND JURISDICTION

- 8.1 This Deed is governed by the laws of the Australian Capital Territory and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

9. ENTIRE AGREEMENT

- 9.1 This Deed, the Funding Agreement and the Terms and Conditions represent the Parties' entire agreement in relation to the subject matter and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

10. NOTICES

- 10.1 A Notice, request or other communication under this Deed must be given in writing and dealt with as if it were a Notice under the Funding Agreement. A Notice will be deemed received as if it were a Notice under the Funding Agreement.

11. WAIVER

- 1.1 A waiver by either Party in respect of any breach of a condition or provision of this Deed will not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision.
- 1.2 A single or partial exercise by a Party of any right or remedy it holds under this Deed or at Law does not prevent the Party from exercising the right again or to the extent it has not fully exercised the right.
- 1.3 Failure by either Party to enforce a condition or provision of this Deed must not be construed as in any way affecting the enforceability of that condition or provision or this Deed as a whole.

12. RELATIONSHIP OF THE PARTIES

- 1.4 The Recipient must not represent itself, and must ensure that its Personnel do not represent themselves, as being employees, partners or agents of the Department, or as otherwise able to bind or represent the Department.
- 1.5 The Recipient and its Personnel are not and must not be deemed to be, an employee, partner or agent of the Department, and do not have any power or authority to bind or represent the Department.

13. SEVERABILITY

- 1.6 If any part of this Deed is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of this Deed is not affected and this Deed must be read as if that part had been severed.

14. COUNTERPARTS

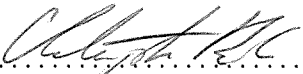
- 1.7 This Deed may be executed in a number of counterparts which will together constitute one document. A Party may execute this Deed by signing only one counterpart.

15. SURVIVORSHIP

- 1.8 Any provision of this Deed which expressly or by implication from its nature is intended to survive the termination or expiry of this Deed, and any rights arising on termination or expiry, survive, including provisions relating to confidential information.

EXECUTED AS A DEED

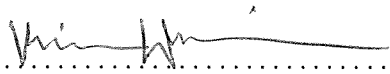
SIGNED, SEALED and DELIVERED by the
Commonwealth of Australia represented by the
Department of the Treasury (ABN 92 802 414 793) by its duly authorised delegate:

.....


Signature of witness

.....CHRISTOPHER PERKS

Name of witness (print)

.....


Signature of delegate

.....VICKI WILKINSON

Name of delegate (print)

.....DIVISION HEAD, SOCIAL POLICY

Position of delegate (print)

DIVISION, TREASURY

SIGNED, SEALED and DELIVERED by the **State of New South Wales** represented by the
Department of Family and Community Services
(ABN 80 597 369 676) by its duly authorised
delegate:

.....

Signature of witness

.....

Name of witness (print)

.....

Signature of delegate

.....

Name of delegate (print)

.....

Position of delegate (print)

EXECUTED AS A DEED

SIGNED, SEALED and DELIVERED by the
Commonwealth of Australia represented by the
**Department of the Treasury (ABN 92 802 414
793)** by its duly authorised delegate:

.....
Signature of witness

.....
Signature of delegate

.....
Name of witness (print)

.....
Name of delegate (print)

.....
Position of delegate (print)

SIGNED, SEALED and DELIVERED by the **State of
New South Wales** represented by the
Department of Family and Community Services
(ABN 80 597 369 676) by its duly authorised
delegate:


.....
Signature of witness

CLAIRE MARSH
.....
Name of witness (print)


.....
Signature of delegate

CARYN KAKAS
.....
Name of delegate (print)

Executive Director, Strategic Policy
.....
Position of delegate (print)

SIGNED, SEALED and DELIVERED by the **State of Victoria** represented by the **Department of Health and Human Services** by its duly authorised delegate:



Signature of witness

EMMA DARDICK

Name of witness (print)



Signature of delegate

MICHAEL COPPOLA

Name of delegate (print)

A/DIRECTOR, SYSTEM INTELLIGENCE
& ANALYTICS

Position of delegate (print)

SIGNED, SEALED and DELIVERED by the **State of Queensland** represented by the **Department of Housing and Public Works** (ABN 86 504 771 740) by its duly authorised delegate:

Signature of witness

Name of witness (print)

Signature of delegate

Name of delegate (print)

Position of delegate (print)

SIGNED, SEALED and DELIVERED by the **State of Victoria** represented by the **Department of Health and Human Services** by its duly authorised delegate:

.....
Signature of witness

.....
Signature of delegate

.....
Name of witness (print)

.....
Name of delegate (print)

.....
Position of delegate (print)

SIGNED, SEALED and DELIVERED by the **State of Queensland** represented by the **Department of Housing and Public Works** (ABN 86 504 771 740) by its duly authorised delegate:


.....
Signature of witness


.....
Signature of delegate

FRANCEEN GLOVER
.....
Name of witness (print)

Liza Carroll
.....
Name of delegate (print)

D-G
.....
Position of delegate (print)

SIGNED, SEALED and DELIVERED by the State of
Western Australia represented by the Housing
Authority (ABN 56 167 671 885) by its duly
authorised delegate:

.....
Signature of witness

CRISTAL LUCKMAN

.....
Name of witness (print)

.....
Signature of delegate

PAUL WHYTE

.....
Name of delegate (print)

CEO, HOUSING AUTHORITY

.....
Position of delegate (print)

SIGNED, SEALED and DELIVERED by the State of
South Australia represented by the Department
for Communities and Social Inclusion by its duly
authorised delegate:

.....
Signature of witness

.....
Name of witness (print)

.....
Signature of delegate

.....
Name of delegate (print)

.....
Position of delegate (print)

SIGNED, SEALED and DELIVERED by the State of
Western Australia represented by the Housing
Authority (ABN 56 167 671 885) by its duly
authorised delegate:

.....
Signature of witness

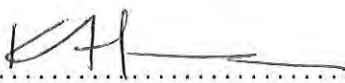
.....
Signature of delegate

.....
Name of witness (print)


.....
Name of delegate (print)

.....
Position of delegate (print)

SIGNED, SEALED and DELIVERED by the State of
South Australia represented by the Department
for Communities and Social Inclusion by its duly
authorised delegate:


.....
Signature of witness

Kristy Hassam
.....
Name of witness (print)

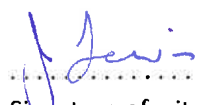

.....
Signature of delegate


P A FAGAN-SCHMIDT
.....
Name of delegate (print)

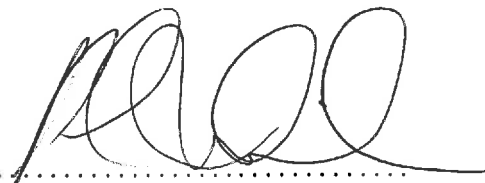
EXECUTIVE DIRECTOR, HOUSING SA
.....
Position of delegate (print)

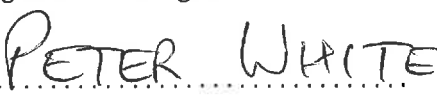
28.6.17

SIGNED, SEALED and DELIVERED by the State of
Tasmania represented by the Department of
Health and Human Services, Housing, Disability
and Community Services by its duly authorised
delegate:


.....
Signature of witness


.....
Name of witness (print)


.....
Signature of delegate


.....
Name of delegate (print)

CHIEF EXECUTIVE HOUSING &
.....
Position of delegate (print) DISABILITY REFORM

SIGNED, SEALED and DELIVERED by the
Northern Territory represented by the
Department of Housing and Community
Development by its duly authorised delegate:

.....
Signature of witness

.....
Name of witness (print)

.....
Signature of delegate

.....
Name of delegate (print)

.....
Position of delegate (print)

SIGNED, SEALED and DELIVERED by the **State of Tasmania** represented by the **Department of Health and Human Services, Housing, Disability and Community Services** by its duly authorised delegate:

.....
Signature of witness

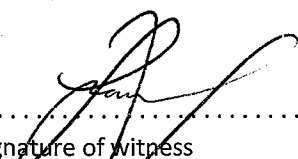
.....
Signature of delegate

.....
Name of witness (print)

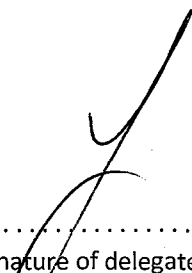
.....
Name of delegate (print)

.....
Position of delegate (print)

SIGNED, SEALED and DELIVERED by the **Northern Territory** represented by the **Department of Housing and Community Development** by its duly authorised delegate:


.....
Signature of witness

Sara Simmons
.....
Name of witness (print)


.....
Signature of delegate

Jamie Andrew Chalker
.....
Name of delegate (print)

.....
Position of delegate (print)



SIGNED, SEALED and DELIVERED by the
Australian Capital Territory represented by the
Community Services Directorate by its duly
authorised delegate:

.....
Signature of witness

.....
Name of witness (print)

.....
Signature of delegate

.....
Name of delegate (print)

.....
Position of delegate (print)

SIGNED, SEALED and DELIVERED by **AHURI Ltd**
ACN 090 448 918 ABN 11 090 448 918 in
accordance with s127 of the *Corporations Act*
2001 (Cth):

.....
Signature of witness

.....
Name of witness (print)

.....
Signature of delegate

.....
Name of delegate (print)

.....
Position of delegate (print)

SIGNED, SEALED and DELIVERED by the
Australian Capital Territory represented by the
Community Services Directorate by its duly
authorised delegate:

.....
Signature of witness

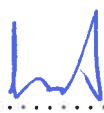
.....
Signature of delegate

.....
Name of witness (print)

.....
Name of delegate (print)

.....
Position of delegate (print)

SIGNED, SEALED and DELIVERED by **AHURI Ltd**
ACN 090 448 918 ABN 11 090 448 918 in
accordance with s127 of the *Corporations Act*
2001 (Cth):


.....
Signature of witness


.....
Signature of delegate

PETER COCKS
.....
Name of witness (print)

IAN WINTER
.....
Name of delegate (print)

COMPANY SECRETARY

**EXECUTIVE
DIRECTOR**
.....
Position of delegate (print)

SCHEDULE 1 VARIATIONS TO FUNDING AGREEMENT

Variation 1: A reference in the Funding Agreement to 'the Department of Social Services' is taken to mean 'the Treasury'.

Variation 2: A reference in the Funding Agreement to 'Party' or 'Parties' is taken to include the State of Queensland.

Variation 3: The 'Program Objectives' in Item A.2 of the Funding Agreement are taken to be replaced with the following:

The primary objective of the program is to manage and deliver a high quality and policy relevant National Housing Research Program for the purposes of informing Commonwealth, State and Territory reforms and policy development in housing, urban development and homelessness (commensurate with the funding provided by the Commonwealth, States and Territories).

In support of this primary objective, research reports will be made publicly available to promote community interest and awareness of housing issues. In addition, researchers, policy analysts and practitioners will be engaged to develop an understanding and commitment to evidence based policy practice and assist in the development of research reports.

Variation 4: The 'Activity Start Date' and 'Activity End Date' in Item B.3 of the Funding Agreement are taken to be replaced with, respectively, 3 July 2017 and 31 October 2018 to accommodate the timing of the Final Report at Item F.

Variation 5: The 'Activity Details' in Item B.3 of the Funding Agreement are taken to be replaced with the following:

This Schedule must be read and interpreted in conjunction with the 'Terms and Conditions - Standard Funding Agreement: For Funding Agreements' entered into from 13 May 2014 ("the Terms and Conditions"). The Schedule and the Terms and Conditions should not be read separately from each other.

You are required to undertake the following activities:

- Commission, manage and deliver balanced, high quality, solution-orientated and policy-relevant research for the purposes of informing Commonwealth, State and Territory reforms and policy development in housing, urban development and homelessness.
- Disseminate research findings publicly to stimulate community interest and facilitate policy debate on housing and homelessness related issues.
- Effectively engage the policy and research communities in developing research priorities, delivering and disseminating research findings.
- Provide effective governance and reporting so that transparency of activities, outcomes and performance are maintained throughout the life of the Agreement.

In carrying out these activities you must:

- Consult jurisdictions in the development of research project proposals for inclusion in the Annual Activity Work Plan;

- Develop and maintain an Annual Activity Work Plan, including appropriate and efficient timelines for the completion of research;
- Maintain project plans for each individual research project; and
- Adhere to the quality standards for research, evaluations, reviews and publications specified in your Annual Activity Work Plan at Item E.2.

Variation 6: Item C of the Funding Agreement is taken to be replaced with the following:

Item C	FUNDING AND PAYMENT (see also Clause 6 of the Terms and Conditions)		
	States and Territories		
C.1	Amount Payable Activity 1	Per Capita Basis	Funding Year 2017-2018
	New South Wales	32.0%	\$561,216.00
	Victoria	25.2%	\$441,957.60
	Queensland	20.1%	\$352,513.80
	Western Australia	10.8%	\$189,410.40
	South Australia	7.1%	\$124,519.80
	Tasmania	2.2%	\$38,583.60
	Australian Capital Territory	1.6%	\$28,060.80
	Northern Territory	1.0%	\$17,538.00
	Total		\$ 1,753,800.00
	GST component		\$175,380.00
	Total State and Territory Funding		\$ 1,929,180.00
	Commonwealth		
	Amount Payable Activity 1		Funding Year 2017-2018
	Total		\$1,753,800.00
	GST component		\$175,380.00
	Balance Remaining for Total Commonwealth Funding (b)		\$1,929,180.00
Bank account information You must notify us in writing of any changes to these account details:			
BSB number		083-004	
Financial institution		National Australia Bank (NAB) 330 Collins Street MELBOURNE VIC 3000	
Account number		48-244-0112	
Account name		Australian Housing and Urban Research Institute Ltd	

Variation 7: Item F of the Funding Agreement is taken to be replaced with the following:

Item F					
Milestones and Reports		Activity (if Applicable)	Information to be included	Due Date	Combined Commonwealth, State and Territory Quarterly Payment Amount (Gst Excl)
F.1	Funding Agreement Executed			03 JULY 2017	
F.33	Activity Work Plan		ACTIVITY WORK PLAN AS PER ITEM E.2.1 All Annual Activity Work Plans must describe activities, outputs, milestones and timeframes as described in Item E of the Schedule of this Agreement.	15 JULY 2017	
F.2	Milestone		FIRST FUNDING INSTALMENT Your first instalment will be paid in accordance with annual funding as specified in Item C of the Schedule of this Agreement. You must provide an invoice to each of the jurisdictions 15 business days before the due date for the payment of the relevant instalment of Funding. Where the due date for payment of the relevant instalment is not a business day, the due date for payment is the next business day.	03 JULY 2017	\$876,900.00

Item F

Milestones and Reports		Activity (if Applicable)	Information to be included	Due Date	Combined Commonwealth, State and Territory Quarterly Payment Amount (Gst Excl)
F.3	Milestone		<p>QUARTERLY FUNDING INSTALMENT</p> <p>Your quarterly instalment will be paid in accordance with annual funding as specified in Item C of the Schedule of this Agreement.</p> <p>You must provide an invoice to each of the jurisdictions 15 business days before the due date for the payment of the relevant instalment of Funding. Where the due date for payment of the relevant instalment is not a business day, the due date for payment is the next business day.</p>	02 OCTOBER 2017	\$876,900.00
F.4	Report		<p>PERFORMANCE REPORT AS PER ITEM E.1.2</p> <p>QUARTERLY PROGRESS REPORT</p> <p>You must provide us with detailed and substantial information on your achievements and performance as described in your Activity Plan.</p> <p>All Quarterly Progress Reports must be in writing and in a form acceptable to us.</p>	15 OCTOBER 2017	

Item F					
Milestones and Reports		Activity (if Applicable)	Information to be included	Due Date	Combined Commonwealth, State and Territory Quarterly Payment Amount (Gst Excl)
F.5	Milestone		<p>QUARTERLY FUNDING INSTALMENT</p> <p>Your quarterly instalment will be paid in accordance with annual funding as specified in Item C of the Schedule of this Agreement.</p> <p>You must provide an invoice to each of the jurisdictions 15 business days before the due date for the payment of the relevant instalment of Funding. Where the due date for payment of the relevant instalment is not a business day, the due date for payment is the next business day.</p>	02 JANUARY 2018	\$876,900.00
F.6	Report		<p>PERFORMANCE REPORT AS PER ITEM E.1.2</p> <p>QUARTERLY PROGRESS REPORT</p> <p>You must provide us with detailed and substantial information on your achievements and performance as described in your Activity Plan.</p> <p>All Quarterly Progress Reports must be in writing and in a form acceptable to us.</p>	15 JANUARY 2018	

Item F					
Milestones and Reports		Activity (if Applicable)	Information to be included	Due Date	Combined Commonwealth, State and Territory Quarterly Payment Amount (Gst Excl)
F.7	Milestone		<p>QUARTERLY FUNDING INSTALMENT</p> <p>Your quarterly instalment will be paid in accordance with annual funding as specified in Item C of the Schedule of this Agreement.</p> <p>You must provide an invoice to each of the jurisdictions 15 business days before the due date for the payment of the relevant instalment of Funding. Where the due date for payment of the relevant instalment is not a business day, the due date for payment is the next business day.</p>	02 APRIL 2018	\$876,900.00
F.8	Report		<p>PERFORMANCE REPORT AS PER ITEM E.1.2</p> <p>QUARTERLY PROGRESS REPORT</p> <p>You must provide us with detailed and substantial information on your achievements and performance as described in your Activity Plan.</p> <p>All Quarterly Progress Reports must be in writing and in a form acceptable to us.</p>	15 APRIL 2018	

Item F					
Milestones and Reports		Activity (if Applicable)	Information to be included	Due Date	Combined Commonwealth, State and Territory Quarterly Payment Amount (Gst Excl)
F.35	Report		<p>ANNUAL PROGRESS REPORT 2017-18 AS PER ITEM E1.1</p> <p>You must provide detail and substantial information on your progress in carrying out the Activity information to be included and any other matter we reasonably request.</p> <p>All Annual Progress Reports must be in writing and in a form acceptable to us.</p>	15 JULY 2018	
F.36	Report		<p>ANNUAL REPORT AS PER ITEM E.3.1</p> <p>You must provide an Annual Report that is available at the web address listed below, or provided as a hard copy as soon as it becomes available if this is not possible.</p> <p>http://www.ahuri.edu.au/about/annual_reports</p>	15 OCTOBER 2018	
F. 37	Report		<p>FINANCIAL ACQUITTAL REPORT AS PER ITEM E.4.1</p> <p>You must provide us with an independently audited Annual Financial Acquittal Report.</p> <p>All Annual Financial Acquittal Reports must be in writing and in a form acceptable to us.</p>	15 OCTOBER 2018	

Item F					
Milestones and Reports		Activity (if Applicable)	Information to be included	Due Date	Combined Commonwealth, State and Territory Quarterly Payment Amount (Gst Excl)
F.38	Report		FINAL REPORT AS PER ITEM E.5.1 You must provide us with a Final Report by the due date specified or following the expiration or earlier termination of this Agreement as specified in Item E.5.1 of the Schedule of this Agreement. All Final Reports must be in writing and in a form acceptable to us.	31 OCTOBER 2018	
F.39	Milestones and Reports		AD HOC REPORTS WHEN REQUESTED You must provide us with additional reports and undertake information to be included as specified in Item E1 of the Schedule of this Agreement.	Within 20 business days on receipt of the request	

Variation 8: Item I of the Funding Agreement is taken to be replaced with the following:

Item I	SUBCONTRACTORS (see also Clause 28 of the Terms & Conditions)
	<p>ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY (ABN 49 781 030 034)</p> <p>THE UNIVERSITY OF NEW SOUTH WALES (ABN 57 195 873 179)</p> <p>SWINBURNE UNIVERSITY OF TECHNOLOGY (ABN 13 628 586 699)</p> <p>THE UNIVERSITY OF SOUTH AUSTRALIA (ABN 37 191 313 308)</p> <p>THE UNIVERSITY OF TASMANIA (ABN 30 764 374 782)</p> <p>CURTIN UNIVERSITY OF TECHNOLOGY (ABN 99 143 842 569)</p> <p>THE UNIVERSITY OF SYDNEY (ABN 15 211 513 464)</p> <p>THE UNIVERSITY OF ADELAIDE (ABN 61 249 878 937)</p>

Variation 9: Item L of the Funding Agreement is taken to be replaced with the following:

Item L	NOTICES (see also Clause 38 of the Terms & Conditions)
Our contact details and address for notices	
Name or Position	Ms Vicki Wilkinson Division Head Social Policy Division Fiscal Group The Treasury
Phone	02 6263 3993
Email	Vicki.Wilkinson@treasury.gov.au
Postal Address	Langton Crescent Parkes ACT 2600
Your contact details and address for notices	
Name or Position	Dr Ian Winter Executive Director AHURI Limited
Phone	03 9660 2300
Email	ian.winter@ahuri.edu.au
Postal Address	Level 1,114 Flinders Street Melbourne VIC 3000

Variation 10: Annexure A to the Funding Agreement is taken to be replaced with the following:

ANNEXURE A - Supplementary Conditions

1. Multi party supplementary clauses

1.1 Parties

1.1.1 For the purpose of:

- a. Clauses 40.1 and 17.1.3 (c) of the Terms and Conditions, the reference to the 'Commonwealth of Australia';
- b. Clauses 11.2 (c), 14.4, 16.3, 17.1.3(d) and 23.2 of the Terms and Conditions, the reference to the 'Commonwealth';

also includes a reference to the:

- c. State of New South Wales;
- d. State of Victoria;
- e. State of Queensland
- f. State of Western Australia;
- g. State of South Australia
- h. State of Tasmania;
- i. Northern Territory; and
- j. Australian Capital Territory.

1.2 Notices

- 1.2.1 For the purpose of clause 38.2(a) of the Terms and Conditions, you must forward a copy of all notices to each of us (including to the additional addresses set out in item 1.2.3), however, we may notify you that one of us is authorised to receive notices on behalf of the others.
- 1.2.2 For the purposes of clause 38.2(b) of the Terms and Conditions, we may notify you that one of us is authorised to issue some or all notices on behalf of the others.
- 1.2.3 In addition to the details specified in Item L of the Scheduled, the following addresses are specified of the purpose of the Agreement.

Victoria contact details and address for notices	
Name or Position	Amity Durham Acting Deputy Secretary, Portfolio Strategy and Reform Division, Department of Health and Human Services
Phone	03 9096 5550
email	amity.durham@dhhs.vic.gov.au
Postal Address	50 Lonsdale Street Melbourne Vic 3000
New South Wales contact details and address for notices	
Name or Position	Caryn Kakas Acting Executive Director, Strategic Policy Department of Family and Community Services
Phone	02 9716 2193
email	caryn.kakas@facs.nsw.gov.au
Postal Address	Level 3, 223-239 Liverpool Road Ashfield NSW 2131
Queensland contact details and address for notices	
Name or Position	Christine Castley Deputy Director-General, Housing and Homelessness Services Department of Housing and Public Works
Phone	07 300 74400
email	christine.castley@hpw.qld.gov.au
Postal Address	GPO Box 690 Brisbane Qld 4001
South Australia contact details and address for notices	
Name or Position	Geoff Slack Director, Strategy and Reporting Department for Communities & Social Inclusion
Phone	08 82070560
email	geoff.slack@dcsl.sa.gov.au
Postal Address	GPO Box 292 Adelaide SA 5001

Western Australia contact details and address for notices	
Name or Position	Sarah Mewett Manager, Research and Analysis Inter-Governmental Outcomes Strategy and Policy Division
Phone	08 9440 2594
email	sarah.mewett@housing.wa.gov.au
Postal Address	Department of Housing 99 Plain Street, East Perth 6004
Tasmania contact details and address for notices	
Name or Position	Jeanette Lewis Principal Housing Advisor Housing Tasmania Department of Health and Human Services
Phone	03 6166 3628
email	jeanette.lewis@dhhs.tas.gov.au
Postal Address	GPO Box 125 Hobart TAS 7001
Northern Territory contact details and address for notices	
Name or Position	Christine Fitzgerald Executive Director Strategy, Policy and Performance Department of Housing and Community Development
Phone	08 8999 8333
email	christine.fitzgerald@nt.gov.au
Postal Address	GPO Box 4621, Darwin NT, 08101
Australian Capital Territory contact details and address for notices	
Name or Position	John Shevlin Senior Manager, Policy & Participation, Housing and Community Services
Phone	02 6205 0565
email	john.shevlin@act.gov.au
Postal Address	Locked Bag 3000 Belconnen, ACT 2616

1.3 Several Liability

- 1.3.1 For the purposes of the Agreement, each of us has several liability for the performance of our respective obligations.

1.4 Execution by counterparts

- 1.4.1 This Agreement may be executed in any number of counterparts and all of such counterparts when so executed will be an original but all of which taken together will be deemed to constitute on and the same instrument.

1.5 Interpretation

- 1.5.1 The Supplementary Conditions in this document are Supplementary Conditions for the purposes of clause 3.3 of the Terms and Conditions.

2. Conditions of Payment of Funding

- 2.1.1 The payment of Funding is at all times conditional upon your objectives and activities remaining directive towards:
- a. The provision of a centre of excellence in the facilitation and promotion of research into housing related issues in Australia, to inform housing, urban development and homelessness reforms; and
 - b. The creation and dissemination of knowledge in:
 - i. Housing markets;
 - ii. Housing and homelessness policy and programs; and
 - iii. The urban environment throughout Australia.

3. Floating charge

- 3.1.1 In consideration of you entering this Agreement and the payment of Funds to you, and to secure your performance of this Agreement and the Funds which may be refundable by you to us, you hereby charge all your assets and undertaking from time to time in favour of us jointly and severally. You:
- a. Will execute and complete any documents required to give full effect to and to enable registration of this floating charge at our request, including, if required, a deed of floating charge; and
 - b. Agree to meet all reasonable costs and stamp duty applicable to the preparation and registration of such documentation.
- 3.1.2 Unless otherwise notified or agreed by us, you have 20 business days to comply with any request by us to execute and complete any documents for the purpose of item 3.1.1(a). If you fail to execute and complete such documents within this timeframe, we may terminate the Agreement immediately for default under clause 23.1(a) of the Terms and Conditions.

4. Assets

- 4.1.1 Clause 13 of the Terms and Conditions do not apply to this Agreement.
- 4.1.2 You must maintain and update a register of Assets and provide a copy of this register to us on request.

5. Review

- 5.1.1 We may conduct a review of the Activity against your performance as specified in this Agreement.
- 5.1.2 The outcomes of any review conducted under item 5.1.1 may result in revised conditions, processes, and Funding being offered by us to you for consideration and negotiation.
- 5.1.3 In the event that agreement between us and you concerning any revised conditions, processes, and Funding cannot be reached, we may terminate this Agreement in accordance with clause 22 of the Terms and Conditions.
- 5.1.4 Any revised conditions, processes and Funding agreed by the Parties will take effect from the start of the next quarter (being 1 July, 1 October, 1 January or 1 April during any year) or as otherwise agreed.
- 5.1.5 If as a result of a review conducted under this item 5, we determine that you have failed to meet the Activity Performance Indicators described in Item B of the Schedule this will be treated as a default for the purpose of this Agreement.
- 5.1.6 Future funding arrangements beyond 2017-18 will be considered as part of broader housing reforms to be progressed by the Council on Federal Financial Relations.

6. Intellectual Property and Confidential Information

6.1 Existing Material

- 6.1.1 For the purpose of this item 6, 'Commercialise' means to develop manufacture, use, sell, offer to sell or hire the Intellectual Property Rights in Material or, in respect of a product resulting from that commercialisation, to use, manufacture, hire, sell or otherwise exploit the product, or keep it for the purpose of doing any of these things.

- 6.1.2 For the purposes of clause 14.4 of the Terms and Conditions, the licence granted by you to us in relation to Existing Material does not include the right to Commercialise the Existing Material.

6.2 Licence of Commonwealth Material

- 6.2.1 For the purposes of clause 14.5 of the Terms and Conditions, the licence granted by us to you in relation to Commonwealth Material does not include the right to commercialise the Commonwealth Material.

6.3 Moral rights

- 6.3.1 The obligation in clause 14.8 of the Terms and Conditions does not apply to this Agreement.

7. Compliance with policy and law

- 7.1.1 The reference to 'Commonwealth policy' in clause 3.2 of the Terms and Conditions includes a policy of State and Territory to the extent that they are not inconsistent with Commonwealth policy, and only extend to the Activity is being performed in that State or Territory.

8. Termination for convenience

- 8.1.1 For the purposes of clause 22.1 of the Terms and Conditions, we must provide you with six months' written notice of any decision to terminate or reduce the scope of this Agreement.
- 8.1.2 If we decide to reduce the scope of the Agreement, then we may request you to provide a detailed assessment of the effect of such a decision on the performance of the Activity, and you agree to provide us with a copy of this assessment within 20 business days. If your assessment is that you cannot continue performing the Activity, then you must specify the amount of Funding required to continue performing the Activity. Following receipt of your assessment, we may:
- a. Revise the reduction in scope notified under clause 22.1 of the Terms and Conditions (including by increasing or reinstating some or all of the Funding payable); or
 - b. Elect to terminate the Agreement under clause 22.1 of the Terms and Conditions, in which case we will provide a further six months' written notice.

9. Termination for default

- 9.1.1 For the purposes of this item 9, '**Constitution**' means your constitution, which (where relevant) includes rules and any amendments that are part of your constitution.
- 9.1.2 For the purposes of clause 23 of the Terms and Conditions, we may also terminate this Agreement immediately by notice if you amend your Constitution without providing us with 20 business day's written notice.

10. Participants Agreement

10.1 Interpretation

- 10.1.1 For the purposes of this item 10, 'Participants Agreement' means the **DEED OF VARIATION TO PARTICIPANTS AGREEMENT** dated 21 June 2012 between you and:

ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY (ABN 49 781 030 034), a university established under the Royal Melbourne Institute of Technology Act 1992 (Vic) of Melbourne in the state of Victoria 3001.

THE UNIVERSITY OF NEW SOUTH WALES (ABN 57 195 873 179), a body corporate established under the University of New South Wales Act 1989 (NSW), of Sydney in the state of New South Wales 2052.

SWINBURNE UNIVERSITY OF TECHNOLOGY (ABN 13 628 586 699) a tertiary institution established under the Swinburne University of Technology Act 1992 (Vic) of Hawthorn in the state of Victoria 3122.

THE UNIVERSITY OF SOUTH AUSTRALIA (ABN 37 191 313 308) a body corporate established under the University of South Australia Act 1990 (SA) of Adelaide in the state of South Australia 5000.

THE UNIVERSITY OF TASMANIA (ABN 30 764 374 782) a body corporate established under the University of Tasmania Act 1992 (Tas) of Hobart in the state of Tasmania 7001.

CURTIN UNIVERSITY OF TECHNOLOGY (ABN 99 143 842 569) a body corporate established under the Curtin University of Technology Act 1966 (WA) of Bentley in the state of Western Australia 6845.

THE UNIVERSITY OF SYDNEY (ABN 15 211 513 464) a body corporate under the *University of Sydney Act 1989* of c/o Sydnovate, Level 5, SIT Building (J12) University of Sydney NSW 2006..

THE UNIVERSITY OF ADELAIDE (ABN 61 249 878 937) a body corporate established under the *University of Adelaide Act 1971 (SA)* of North Terrace, Adelaide, South Australia, 5005.

10.2 Notice of key events under the Participants Agreement

10.2.1 You must notify us of:

- a. Any decision to amend or vary the Participants Agreement;
- b. Any decision to add a party to the Participants Agreement;
- c. The termination of Participants Agreement, including under clause 26;
- d. Any decision by the participant to withdraw or retire from the Participants Agreement; or
- e. Any decision to expel participant for the Participant Agreement (including under clause 24.1 of the Participants Agreement).



MINISTER'S OFFICE	
Rec'd	21/4/17
File #	15512
Phone #	1A 8500841

TREASURER

The Hon Tom Koutsantonis MP
Treasurer of South Australia
GPO Box 2264
ADELAIDE SA 5001

Dear Treasurer *Tom*

In the 2016-17 Mid-year Economic and Fiscal Outlook, the Australian Government announced that responsibility for the Australian Housing and Urban Research Institute (AHURI) will be transferred from the Department of Social Services to the Commonwealth Treasury, as of 1 July 2017, with funding extended until 30 June 2018.

This transfer will better support the Government's work with the States and Territories on policies to improve housing supply and urban planning through the Council on Federal Financial Relations and reflects the wider economic importance of housing policy.

I am writing to inform you that the Commonwealth Government will provide AHURI with funding of \$1,753,800.00 in 2017-18 and, consistent with prior funding agreements, is seeking matched funding from all States and Territories. South Australia's contribution for 2017-18 will be \$124,519.80. When agreed upon, a new one-year funding agreement will need to be signed.

Funding arrangements for AHURI beyond 2018 will be considered as part of broader housing reform to be discussed by the Council on Federal Financial Relations.

I have copied this letter to the South Australian Minister for Housing and Urban Development.

Yours sincerely

The Hon Scott Morrison MP

1 / 4 / 2017

11

PLEASE PREPARE RESPONSES IN 12PT ARIAL FONT

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(Physical ID, 9pt font)

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*** (6-8 returns depending on size of letter)**

Mr John Smith

Company Title

Company Name

Address

ADELAIDE**SA**5000

*** (4 returns)**

*

*

*

Dear

*** (1 return only)**

Thank you for your letter (or email) dated (Day Month Year) about..... (if response is more than 2 weeks overdue* the first line should read "Thank you for your letter" with no reference to the date).

*

Please note that this letter is an example of the standard layout required for letters to be signed by the Minister.

*

In particular, please ensure:

- the font is Arial 12 point, with the left and bottom margins set at 3cm; and the top and right margins being set at 2.5cm;
- body of letter is fully justified.

*

Please note that, for the purpose of this example, * indicates line spacing. Spacing is variable, depending on the length of the document, however, please ensure consistency.

*** (1 return only)**

Yours sincerely

*** (5 returns)**

*

*

*

*

Hon Tom Koutsantonis MP

Treasurer

*** (1 return only)**

(Month) 2016

(Indicate Att:, cc or enc as necessary, 9pt font)

**Treasurer's office requires a 30 day turnaround from receipt of correspondence to final response being sent.*

Rossi, Pina (DHS)

From: Buchan, Michael (Renewal SA)
Sent: Thursday, 17 May 2018 4:28 PM
To: Lensink, Michelle (DHS)
Cc: Maddeford, Selena (DHS)
Subject: Re: Housing and Cabinet process

Hi,

Regarding the funding for AHURI, I have been advised that all States fund the organisation and South Australia's share is in the order of \$126k per annum

MB

18TDHS/0592




Government of South Australia
Department of Human Services

TO MINISTER FOR HUMAN SERVICES

RE: AHURI – BACKGROUND AND SOUTH AUSTRALIAN INVOLVEMENT

Decision/action required by:...../...../.....

Reason:.....

Recommendation	Response
1. That you NOTE this briefing regarding the background of, and South Australia's involvement with, AHURI.	Approved / Not Approved / <u>Noted</u>
Comments: <i>Thank you, this will assist in responding to claims made</i>	 Hon Michelle Lensink MLC <i>24/5/2018</i>

KEY POINTS

- You have requested background information regarding, and South Australian involvement with, AHURI along with additional information about recent media reports linked to the chair of the AHURI Limited Board, Mr Tony De Domenico.

DISCUSSION

Australian Housing and Urban Research Institute (AHURI) – background and purpose

AHURI was founded in the year 2000 with its first piece of research, *Deinstitutionalisation and housing futures: positioning paper*, published in December of that same year.

Per advice provided in 18MSHO/0292, AHURI is a national independent research network with an expert not-for-profit research management company, AHURI Limited, at its centre. Its mission is to deliver high quality research that influences policy development to improve the housing and urban environments of all Australians.

In addition to events and conferences, including the National Housing Conference, AHURI manages the National Housing Research Program (NHRP). AHURI reports that, since 2000, the NHRP has funded over 250 research projects and published over 700 policy-oriented, high quality housing research reports and policy development summaries. Its national research partners include the University of Adelaide and the University of South Australia. The NHRP disburses funds following a competitive application process and the 2019 funding round is open until 10 August 2018.

Governance of AHURI

AHURI Limited is governed by a Board with mixture of government, university and independent Directors along with the Executive Director of AHURI as an ex-officio member. The Executive Director of Housing SA, Mr Philip Fagan-Schmidt, is a current board member of AHURI Limited and has served on the board at various times in the past decade.

The current AHURI Limited Board consists of the following:

Dr Michael Fotheringham
Executive Director
AHURI Limited

Tony De Domenico
Chairman—Independent
Member of the Audit Finance and Risk Management Committee

Nathan Dal Bon
Director—Government
Principal Advisor, Social Policy Division, Commonwealth Treasury

Professor Calum Drummond
Director—University
Deputy Vice-Chancellor (Research), RMIT University

Phil Fagan-Schmidt
Director—Government (rotating jurisdictional position)
Executive Director, Housing SA, Department of Human Services

Dr Jeff Harmer AO
Director—Independent

Adrian Harrington
Director—Independent
Member of the Audit Finance and Risk Management Committee

Grahame Searle
Director—Government (rotating jurisdictional position)
Interim Director General, Department of Communities, Government of Western Australia

Professor Aleksander Subic
Director—University
Deputy Vice-Chancellor (Research and Development), Swinburne University of Technology

Meredith Sussex AM
Director—Independent
Chairman of the Audit Finance and Risk Management Committee

AHURI funding

AHURI's primary income sources are contributions from government and universities (that hold sector-based positions on the Board), conference fees and fee-for-service activities. In a typical year, AHURI's income and expenses vary between approximately \$5 million and \$6 million. The Commonwealth announced a further three-year funding commitment totaling \$5.7 million (approx. \$1.8 million per annum) in the 2018-19 Budget that was released on 8 May 2018 (Budget Paper 2, Expense Measures, page 179). In the following days, AHURI sought confirmation from states and territories regarding their funding intentions and South Australia indicated on 10 May 2018 (via email from the Executive Director of Housing SA) that it intended to continue its funding.

With regard to government funding, the Commonwealth contributes half of the total with the remainder divided between jurisdictions on a per capita basis. As such, South Australia contributes approximately 3.5% of total government funding to AHURI. Under the proposed funding for the coming three years, South Australia's contribution is approximately \$125,000 per annum.

Duration of South Australian Government involvement with AHURI

Records that are immediately available show that South Australia has made financial contributions to AHURI since at least 2005-06 (* denotes proposed funding under new agreement):

2005-06	\$ 77,082
2006-07	\$ 77,715
2007-08	\$ 78,354
2009-10	\$112,952
2010-11	\$115,209
2011-12	\$117,513
2012-13	\$119,863
2013-14	\$122,260
2014-15	\$119,407
2015-16	\$121,795
2016-17	\$124,231
2017-18	\$124,520
2018-19*	\$123,694
2019-20*	\$126,168
2020-21*	\$128,691

South Australia has been involved with AHURI since its establishment in 2000 but financial records prior to 2005-06 are not immediately available for review noting various machinery of government changes in the past two decades.

Recent reports regarding chair of AHURI Limited Board

Details of allegations regarding the chair of the AHURI Limited Board, Mr Tony De Domenico, and his relationship with an alleged organised crime figure, Mr Tony Madafferi, were first discovered during early May 2018 in the preparation of 18MSHO/0292. A copy of an article from The Age, published on 17 April 2018, was provided as Attachment 1 to that briefing. The briefing was prepared in response to an email from AHURI, sent to your office on 13 April 2018, seeking a meeting with you to discuss matters including the election commitment to engage AHURI to audit the state's current housing assets and map future demand (see separate briefing 18TDHS/0429). The meeting request included a request to

meet with both the Executive Director of AHURI, Dr Michael Fotheringham, and Mr Tony De Domenico in his capacity as the chair of AHURI Limited.

Further research has uncovered several additional articles that link to the current allegations (articles 1 to 5) or provide further context (articles 6 and 7). These are all provided in Attachment 1 to this briefing:

1. 13 April 2018 – The Age – Liberal figure promoted alleged mafia don to Italian business chamber
2. 17 April 2018 – The Age – Liberal stalwart expected to resign over link to alleged mobster (copy provided with 18MSHO/0292)
3. 18 April 2018 – Crikey – Mobster with a lobster scandal resurfaces
4. 19 April – The Age – Government property boss faces inquiry into alleged mobster links
5. 19 April 2018 – Herald Sun – Government launches probe into alleged mobster ties
6. 16 March 2016 – The Australian – Calabrian mafia links to lawyer Joseph Acquaro's shooting
7. 7 July 2015 – ABC News – Amanda Vanstone defends actions as immigration minister in case of crime figure Frank Madafferi

In summary, the key people as reported in the media are:

- Mr Frank Madafferi – convicted in 2014 and imprisoned for a decade in relation to the importation of ecstasy tablets worth hundreds of millions of dollars.
- Mr Tony Madafferi (brother of Frank) – not convicted of any crimes but reportedly banned from racetracks and casinos in Victoria and police intelligence presented to court linked him to "murder, gunshot, wounding and arson" but this was denied by Mr Madafferi.
- There are various reports of one or both Madafferi brothers making political donations and Tony Madafferi was associated with the 'Mobsters with Lobsters' story in mid 2017 after he dined with the Victorian Leader of the Opposition.
- Mr Tony De Domenico has held multiple roles in government, universities and industry bodies with the relevant roles for this briefing being president of the Victorian Italian Chamber of Commerce and Industry (CCI), chair of the AHURI Limited Board and deputy chair of Development Victoria.

As noted above, there were a series of articles published in the week from 13 April 2018 to 19 April 2018. The AHURI Board most recently met on 6 April 2018, prior to the publication of these stories, and has not met since their publication.

The current allegations link to:

- Mr De Domenico proposing membership of the CCI for one of Mr Tony Madafferi's businesses;
- Mr De Domenico reportedly being voted out of his position at the CCI following this matter that reportedly prompted involvement by the Italian Embassy.
- Reports, later denied, that Mr De Domenico would resign from his position at Development Victoria; and
- Reports of an "independent assessment" being launched in Victoria.

Mr Tony De Domenico and AHURI

Mr De Domenico was appointed as chair of the AHURI Limited Board on 11 December 2014 by the former Commonwealth Minister for Social Services, the Hon Scott Morrison MP. The 2014-15 AHURI annual report provided the following information about the new chair:

The Board are very pleased to welcome Mr Tony De Domenico as the new Chair of the AHURI Limited Board. Tony was appointed by the Federal Minister for Social Services, the Hon. Scott Morrison MP, and brings a wealth of experience to the position.

Tony has a distinguished career in housing, higher education and government. He is a former MP of the ACT Legislative Assembly with ministerial responsibilities for Urban Service and Industrial Relations and served as Trade Commissioner to Italy. Other appointments include: Executive Director, Urban Development Institute of Australia, Victoria; Chair, Places Victoria; President, Italian Chamber of Commerce and Industry; and Deputy Chancellor, La Trobe University. He is currently a Director of Common Equity Housing Victoria, a registered housing association that provides rental properties for lower-income households.

Tony brings a unique and valuable mix of experience to the position. His knowledge of the affordable housing industry, higher education and government policy is a perfect fit with AHURI's public good mission to fund, conduct, synthesise and disseminate high-quality policy-relevant research for better housing, homelessness and urban outcomes.

Per advice in 18MSHO/0292, the newspaper article published on 17 April 2018 quoted a spokesperson for the Commonwealth Treasurer who had appointed Mr De Domenico to the AHURI role in a previous Ministerial portfolio:

On Monday, Mr Morrison backed Mr De Domenico as AHURI chair. "The appointment of Mr De Domenico was made on merit, based on his vast experience in both the development industry and government, well prior to these reported events," said a spokeswoman for Mr Morrison.

Concerns about the allegations

It is important to note that the allegations relate to personal and/or professional relationships of the chair of the AHURI Limited Board rather than decisions of the Board, the work of AHURI Limited itself or that of its research partners. No records have been found that indicate representatives of other jurisdictions have raised concerns about Mr De Domenico with South Australian officials although the publication of allegations are very recent and the Board of AHURI has not met since the allegations were raised in public. In his role as Chair, Mr De Domenico does not exercise day-to-day control of AHURI (this is done by the Executive Director, Dr Michael Fotheringham) and major decisions must be made by the whole Board.

As noted above, AHURI distributes research funding following a competitive annual process with university and government stakeholders playing a key role in setting the research agenda. AHURI's work is freely available on its website (thanks to government funding) for the use all interested parties and this also provides a transparent way of displaying the value of its work. The AHURI financial statements are independently audited with KPMG conducting this work for the 2016-17 financial year.

On 21 May 2018, advice was sought from public relations staff at Development Victoria (DV) who advised that Mr De Domenico still held the position of Deputy Chair of DV and that they were awaiting further advice about the reported "independent assessment".

Noting that Mr De Domenico was appointed to his AHURI position by the Commonwealth and that the Victorian Government is reportedly undertaking an "independent assessment", consideration may be given to writing to both the relevant Commonwealth and Victorian Ministers to seek their views on this matter and/or the outcome of any assessments.

Procurement Issues

Briefing 18TDHS/0429 provided an overview of the procurement issues linked to engaging AHURI to audit the state's housing assets and map future demand.

Most procurement matters are dealt with via guidelines issued by the State Procurement Board although Treasurer's Instruction 8, Financial Authorisations, is relevant in the sense that any contract must be entered into by a person with an appropriate financial delegation.

Per 18TDHS/0429, the AHURI analysis is expected to be in the form of a consultancy with a value between \$33,000 and \$110,000 that will be procured via a single source approach. The precise value will be determined following discussions with AHURI about the scope of work and expected deliverables. Contracts above this price range are not recommended at this time noting that more expensive options: may require the identification of funding beyond that which is available within existing resources; and the procurement would need to be managed centrally rather than by an individual business unit and this may extend expected timeframes.

Consistent with procurement policies:

- Chief Executive approval will be sought for a consultancy in excess of \$10,000.
- Approval by the delegate (Housing SA Director or Executive Director) will be sought for a single source approach rather than seeking multiple quotes from the market noting factors such as: the election commitment identifying AHURI; the limited time in which to engage the provider; and AHURI's high level of relevant expertise.
- Documents will be prepared and executed consistent with financial delegations noting that Housing SA Directors may enter into contracts up to \$550,000.
- The Department of Human Services Procurement and Grants Unit has provided advice on, and endorsed, the proposed procurement process.

Noting that single source approaches can attract criticism from parties that may have bid for the work in an open tender, AHURI Limited itself does not perform the work but seeks proposals from its research partners to undertake research and analysis.

It is also noted that the proposed value of the AHURI work ranks is the second-lowest band for procurement. Procurement activity totalling less than \$33,000 may be conducted by a local business unit and formalised in simple contract after obtaining a single quote, although more quotes may be sought. For procurement above \$33,000, State Procurement Board templates are recommended and at least three quotes are generally sought from the market in the absence of approval for a single source approach.

BUDGET



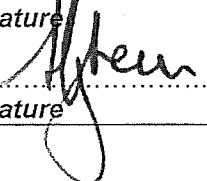
Are there financial implications

No

MEDIA/SENSITIVE:

Yes

This matter has been raised in both media and the Parliament.

Housing SA			
Director	Katherine Hawkins	 signature	22/5/18
Executive Director	Phil Fagan-Schmidt	 signature	22/5/18
Chief Executive	Tony Harrison	 signature	22/5/18 date

ATTACHMENTS

1. Copy of media reports regarding Mr Tony De Domenico, AHURI and/or the Madafferri brothers

Contact Officer:	Michael Hicks, Senior Program and Financial Advisor 8207 0144 / michael.hicks@sa.gov.au
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<https://www.theage.com.au/politics/victoria/liberal-figure-promoted-alleged-mafia-don-to-italian-business-chamber-20180413-p4z9hv.html>

Liberal figure promoted alleged mafia don to Italian business chamber

By Nick McKenzie & Royce Millar

13 April 2018 — 4:58pm

A Liberal Party figure appointed by Opposition leader Matthew Guy to lead the state's property development agency personally promoted the alleged head of the Calabrian Mafia in Australia to a prominent business body.

Tony De Domenico used his position last October as president of the Italian Chamber of Commerce and Industry in Melbourne to make alleged mafia boss Tony Madafferi, a chamber member.

The move prompted the intervention of the Italian embassy, which demanded Mr Madafferi's membership be blocked because of his notorious reputation.

Mr De Domenico pushed for Mr Madafferi's membership of the chamber's Melbourne chapter just weeks after Mr Guy was enveloped in a public scandal over revelations that he met Mr Madafferi at a lobster restaurant in April 2017.

Mr Madafferi would have been able to use his membership to move among the chamber's business and political networks.

Mr Guy appointed Mr De Domenico as chair of the state's property development agency Places Victoria (now Development Victoria) in 2014.

Mr De Domenico is a former Liberal deputy chief minister in the Australian Capital Territory and more recently the head of Victorian branch of the private sector development lobby, the Urban Development Institute of Australia.

He is, and has been, a member of a slew of semi-government boards and was formerly a deputy chancellor of Latrobe University. Treasurer Scott Morrison, in his former role as social services minister, appointed Mr De Domenico to chair the Australian Housing and Urban Research Institute in 2014. He has also served as Trade Commissioner to Italy.

Mr De Domenico was, until last month, also the chairman of the Italian Chamber of Commerce and Industry, a committee part funded by the Italian government that promotes business and political links between Australia and Italy.

After eight years as chamber chairman, he was voted off the board in March partly, *The Age* understands, because of concerns about his support for Mr Madafferi.

In an interview with *The Age*, Mr De Domenico denied he had pushed for the alleged mafia figure to be given chamber membership, describing the allegation as "crap".

"That's not true mate," he said when asked specifically about the October chamber of commerce meeting.

Mr De Domenico said he had neither a personal nor a commercial relationship with Mr Madafferi: "No relationship whatsoever".

"I know who he (Madafferi) is, but I don't know him."

Mr De Domenico did not respond to repeated attempts for further comment.

But documents reveal that in October, De Domenico nominated Market Europa, a chain of green groceries owned by the alleged mafia chief for corporate membership of the Italian chamber.

Confidential chamber documents created in October and November last year show a resolution in which the chamber accepted, as a group, 10 new individual and corporate members.

The following resolution records that Mr De Domenico then "handed up a duly filled up application", seeking membership for "Europa Market (sic), run by T. Madafferi".

The documents show that the following month, Mr Madafferi's proposed membership was withdrawn.

Leaked files seen by Fairfax Media reveal the nomination of Mr Madafferi caused grave concerns among Italian diplomats and some chamber members because of his alleged Calabrian mafia involvement.

The nomination came just weeks after the *The Age's* August revelation that Mr Guy secretly dined with Mr Madafferi, his cousin, market gardener Frank Lamattina, and others, at the Lobster Cave restaurant at Beaumaris in Melbourne's south east in April 2017.

The Andrews government seized on the revelations, claiming it was gross hypocrisy for a tough-on-crime crusader like Guy to dine with a man police had had banned from Crown Casino and all Victorian race tracks.

In his last day as planning minister in 2014 – ahead of the caretaker period prior to the 2014 state election – Mr Guy appointed Mr De Domenico to a three-year contract as chairman of Places Victoria, the precursor to Development Victoria.

Development Victoria is responsible for developing state government-owned buildings and land such as Docklands.

Labor saw Mr De Domenico's appointment as a provocative move so close to the election, particularly since Mr De Domenico had often voiced opposition to government having a role in property development. Still, Labor re-appointed him as deputy chairman in 2017.

The saga leaves a major cloud over Mr De Domenico, especially given his membership of government boards where high standards of probity are crucial.

In an affidavit filed in court in June 2017 in support of Mr Madafferi's ban from the casino and race tracks, Detective Superintendent Peter Brigham said the police hold "substantial intelligence" indicating Mr Madafferi had "substantial and close involvement with serious criminal conduct including drug importation, murder and extortion".

Mr Madafferi, who also part owns the national pizza chain La Porchetta, has never been charged with any crime and denies any wrongdoing.

In the early 2000s, police intelligence linking Mr Madafferi to allegations of "murder, gunshot wounding and arson" was detailed in court but vehemently denied by Mr Madafferi.

Prior to that, he was named as a suspected hitman in two coronial inquests in the 1990s. He was identified in a recent police intelligence briefing as the leader of a Calabrian Mafia cell in Melbourne that remains a powerful presence at Victoria's wholesale fruit and vegetable market.

Mr Madafferi's cousin Frank Lamattina is a long standing supporter of the Liberal party.

In September, *The Sunday Age* also revealed that Mr Madafferi was pressing through one of his companies, Madan Nominees, for government approval to develop a semi-rural/green wedge property he owned in Melbourne's south east that would deliver him a windfall of as much as \$120 million.

On Friday a spokesman for the Italian Chamber of Commerce and Industry stressed that the chamber had elected a new, more youthful board, had overhauled its governance and accountability arrangements, and that problems like the Madafferi membership saga would not occur again.

<https://www.theage.com.au/politics/victoria/liberal-stalwart-expected-to-resign-over-link-to-alleged-mobster-20180417-p4za6n.html>

Liberal stalwart expected to resign over link to alleged mobster

By Royce Millar & Nick McKenzie

17 April 2018 — 7:31pm

A veteran Liberal Party and property industry figure is expected to resign from the state's property development agency following revelations he promoted the alleged head of the Calabrian mafia to a prominent business body.

It is understood that on Tuesday Mr Tony De Domenico told the board of Development Victoria he planned to resign as deputy chairman. The move follows an emergency meeting of the agency's board on Monday night.

The meeting was called after *The Saturday Age* revealed Mr De Domenico last October used his position as president of the Italian Chamber of Commerce and Industry to make alleged mafia boss Tony Madafferi a chamber member.

It is also understood the Development Victoria board discussed other concerns that were raised with Mr De Domenico.

Mr De Domenico's nomination of Mr Madafferi for chamber membership prompted the intervention of the Italian embassy, *The Saturday Age* revealed.

Mr De Domenico push for Mr Madafferi's membership came just weeks after Opposition Leader Matthew Guy was enveloped in a public scandal over revelations he met Mr Madafferi at a lobster restaurant in April 2017.

In his former role as planning minister in the Baillieu/Napthine government, Mr Guy appointed Mr De Domenico to a three-year stint as chair of the state's property development agency Places Victoria (now Development Victoria) in 2014.

Labor saw Mr De Domenico's appointment as provocative so close to the election. Still, the Andrews government re-appointed him as deputy chairman in 2017.

Mr De Domenico is a former Liberal ACT deputy chief minister and more recently the head of the Victorian branch of the private sector development lobby, the Urban Development Institute of Australia.

He is, and has been, a member of a slew of semi-government boards and was formerly a deputy chancellor of La Trobe University. On Tuesday night his future in other state-endorsed roles was unclear.

Mr De Domenico is also the chair of the Australian Housing and Urban Research Institute (AHURI). He was appointed by Treasurer Scott Morrison in his former role as housing minister.

On Monday, Mr Morrison backed Mr De Domenico as AHURI chair. "The appointment of Mr De Domenico was made on merit, based on his vast experience in both the development

industry and government, well prior to these reported events," said a spokeswoman for Mr Morrison.

Mr De Domenico was, until last month, also the chairman of the Italian Chamber of Commerce and Industry, a committee part funded by the Italian government.

After eight years as chamber chairman, he was voted off the board in March partly, *The Age* understands, because of concerns over his support for Mr Madafferri.

Confidential chamber documents showed Mr De Domenico personally proposed chamber membership for Mr Madafferri.

The documents also show that the following month, the proposed membership was withdrawn after concerns were raised by Italian diplomats and some chamber members.

In an interview before the story ran, Mr De Domenico denied he had pushed for the alleged mafia figure to be given membership, describing the allegation as "crap".

He insisted he had "no relationship whatsoever", either personal or commercial, with Mr Madafferri: "I know who he is, but I don't know him."

But he then refused repeated requests for further comment.

The nomination came just weeks after *The Age's* August revelation that Mr Guy secretly dined with Mr Madafferri and others at the Lobster Cave restaurant at Beaumaris in April 2017.

In an affidavit filed in court in June 2017 in support of Mr Madafferri's ban from Crown casino and race tracks, Detective Superintendent Peter Bringham said the police hold "substantial intelligence" indicating Mr Madafferri had "substantial and close involvement with serious criminal conduct including drug importation, murder and extortion".

Mr Madafferri, who also part owns the national pizza chain La Porchetta, has never been charged with any crime and denies any wrongdoing.

In the early 2000s, police intelligence linking Mr Madafferri to allegations of "murder, gunshot wounding and arson" was detailed in court but vehemently denied by Mr Madafferri.

The Age has sought comment from Mr De Domenico and the Andrews government.

END

<https://www.crikey.com.au/2018/04/18/crikey-worm-vic-liberal-in-the-gun-for-dealings-with-alleged-mobster/>

MOBSTER WITH A LOBSTER SCANDAL RESURFACES

Crikey

Apr 18, 2018

Chris Woods

Long-time Liberal Party and property industry figure Tony De Domenico is expected to resign from Development Victoria, the state's property development agency, after he was revealed to have promoted alleged mafia boss Tony Madafferri to the Italian Chamber of Commerce and Industry last year.

The Age reports that De Domenico yesterday told the Development Victoria board that he plans to resign as deputy chairman just days after the paper revealed De Domenico had promoted Madafferri, the alleged Calabrian mafia boss central to Victorian Opposition Leader Matthew Guy's "lobster with a mobster" scandal, as a chamber member in October.

END

<https://www.theage.com.au/politics/victoria/government-property-boss-faces-inquiry-into-alleged-mobster-links-20180419-p4zam0.html>

Government property boss faces inquiry into alleged mobster links

By Royce Millar & Nick McKenzie

19 April 2018 — 6:47pm

The Andrews government has ordered an investigation into the deputy chief of its own property development organisation over revelations that he promoted an alleged Mafia figure to a prominent business body.

A government spokeswoman confirmed late on Thursday that it had asked Development Victoria for an "independent assessment" of *The Age's* weekend revelations about Liberal stalwart and agency deputy chair, Tony De Domenico.

An external company is likely to be called in to conduct the inquiry.

News of the probe comes two days after the Mr De Domenico informed Development Victoria of his intention to resign as deputy chairman. Discussions were held with Mr De Domenico following an emergency meeting of the Development Victoria board on Monday night.

However, late on Wednesday night Mr De Domenico emailed journalists to announce he would not be resigning after all, and that he was seeking the legal advice "in relation to these unsubstantiated and abhorrent allegations".

The Saturday Age revealed how in October Mr De Domenico used his position as president of the Italian Chamber of Commerce and Industry to make alleged Calabrian Mafia boss Tony Madafferi a chamber member representing his green grocery chain, Market Europa.

The membership move prompted the intervention of the Italian embassy, after which Mr Madafferi's membership was withdrawn.

It also came just weeks after Opposition Leader Matthew Guy was enveloped in a public scandal over revelations he had met Mr Madafferi at a lobster restaurant in April 2017.

In his former role as planning minister in the Baillieu-Napthine government, Mr Guy appointed Mr De Domenico to a three-year stint as chair of the state's property development agency Places Victoria (now Development Victoria) in 2014.

The Andrews government re-appointed Mr De Domenico as deputy chairman in 2017.

In his statement to *The Age*, Mr De Domenico appears to acknowledge for the first time that the chamber of commerce had approved membership for one of Mr Madafferi's companies.

However, he says the membership application was "considered in the same manner as other applications, according to usual procedures".

"I have no connection, either personal or professional, with Mr Madafferri or any of his companies," says Mr De Domenic in his statement.

"The stories in the Age inferring my personal or professional support for Mr Madafferri, his companies, or his membership of the Italian Chamber of Commerce are unsourced, defamatory and incorrect."

However, documents reveal that Mr De Domenico personally nominated Market Europa for corporate membership of the Italian chamber.

Confidential chamber documents show a resolution in which the chamber accepted, as a group, 10 new members. The following resolution shows Mr De Domenico then "handed up a duly filled up application" seeking membership for "Europa Market [sic], run by T. Madafferri".

The documents show that the following month, the proposed membership was withdrawn.

Mr De Domenico is a former Liberal ACT deputy chief minister and more recently the head of the Victorian branch of the private sector development lobby, the Urban Development Institute of Australia.

He is, and has been, a member of a slew of semi-government boards and was formerly a deputy chancellor of La Trobe University. Last night his future in other state-endorsed roles was unclear.

Mr De Domenico is also the chair of the Australian Housing and Urban Research Institute (AHURI). He was appointed by Treasurer Scott Morrison in his former role as housing minister. On Monday, Mr Morrison backed Mr De Domenico as AHURI chair.

Mr De Domenico was, until last month, also the chairman of the Italian Chamber of Commerce and Industry, a committee part funded by the Italian government. After eight years as chamber chairman, he was voted off the board in March partly, *The Age* understands, because of concerns over his support for Mr Madafferri.

In an affidavit filed in court in June 2017 in support of Mr Madafferri's ban from Crown casino and race tracks, police Detective Superintendent Peter Bringham said the police held "substantial intelligence" indicating Mr Madafferri had "substantial and close involvement with serious criminal conduct including drug importation, murder and extortion".

Mr Madafferri has never been charged with any crime and denies any wrongdoing.

END

<http://www.heraldsun.com.au/news/victoria/government-launches-probe-into-alleged-mobster-ties/news-story/ea14dd42fbf7f5e30c01e6a984f9405c>

Government launches probe into alleged mobster ties

Ryan Tennison, Herald Sun

April 19, 2018 11:15pm

THE ANDREWS government has ordered an independent investigation into the deputy chief of the state's property development group over alleged ties to the Calabrian mafia.

The move comes on the back of allegations Development Victoria deputy chairman Tony De Domenico promoted the alleged head of the Calabrian mafia, Tony Madafferri, to a prominent chamber group.

A government spokeswoman told the *Herald Sun*: "The Government has asked the Chair to conduct an independent assessment of the allegations regarding the Deputy Chair."

An external company will be conducting the inquiry.

The investigation comes only days after Mr De Domenico informed Development Victoria of his intentions to step down.

It's understood Mr De Domenico held crisis talks with DV on Monday night about his position.

However, *Fairfax Media* reported that the deputy chairman emailed journalists claiming he would not be standing down and that he had sought legal advice.

It's alleged Mr De Domenico described allegations of his pending resignation as "unsubstantiated" and "abhorrent".

Opposition leader Matthew Guy was plunged into crisis following revelations he met with Mr Madafferri for a lobster dinner in April last year.

Secret recordings uncovered Liberal figures discussing securing political donations from the alleged mafia boss and others at the dinner.

Court documents claim Mr Madafferri has "close involvement with serious criminal conduct, including drug importation, murder and extortion, and his association with prominent criminal entities and persons who have a history of significant criminal conduct."

Mr De Domenico, a former deputy chief minister of the ACT government, has also held various other prominent state-endorsed roles including chairman of the Australian Housing and Urban Research Institute.

He previously served as state executive director of Urban Development Institute of Australia and deputy chancellor of La Trobe University.

Mr De Domenico did not respond to questions from the *Herald Sun* on Thursday night.

END

<https://www.theaustralian.com.au/news/nation/calabrian-mafia-links-to-lawyer-joseph-acquaro-shooting/news-story/2ba76893b506952ba355b9253a3c92b8>

Calabrian mafia links to lawyer Joseph Acquaro's shooting

CHIP Le GRAND, CAMERON STEWART

The Australian

12:00AM March 16, 2016

Victoria Police is investigating whether the Calabrian mafia is behind the assassination of a Melbourne lawyer and prominent Italian community figure gunned down as he was walking from his Lygon Street cafe and gelati bar to his parked car in the early hours of yesterday.

The Australian understands that circumstantial evidence surrounding the laneway shooting of Joseph Acquaro has focused the early stages of the homicide investigation on Tony Madafferri, a Calabrian-born businessman long suspected by law enforcement agencies of being a senior figure within L'Onorata Societa.

Mr Acquaro was reported to have had a \$200,000 contract on his life.

He was a former lawyer to Mr Madafferri's brother Frank, a career criminal serving a long jail sentence for serious drug offences after police discovered 4.4 tonnes of ecstasy stashed in tomato tins imported from Italy.

He subsequently fell out with Tony Madafferri.

It is understood that Tony Madafferri believed Mr Acquaro was talking to a journalist investigating his links to the mob.

Mr Madafferri denies any involvement with the mafia.

His involvement with the mob was scrutinised 25 years ago by the National Crime Authority but, at the age of 65, the former fruit and vegetable seller-turned pizza chain owner has never been charged with a crime.

Mr Madafferri could not be reached for comment yesterday.

At his sprawling, suburban compound in Keysborough in Melbourne's southeast, the black gates remained shut throughout the day.

A young woman who pulled into the driveway late yesterday said Mr Madafferri was not at home and could not say when he was likely to return.

Business associates said they had not seen Mr Madafferri.

His lawyers did not return phone calls.

Mr Acquaro, 54, was shot at close range sometime after midnight as he was walking from the popular cafe he part-owns to his black Mercedes car parked in a nearby street. He died of gunshot wounds.

Police believe the murder has the hallmarks of a professional hit.

A garbage collector found his body about 3am in an East Brunswick laneway, just north of the city.

As well as being a successful defence lawyer who represented a string of notorious clients, the father of three was a former chairman of the Italian Chamber of Commerce and Industry renowned for helping community members resolve family and business problems.

Mr Acquaro's father, Alfredo, also a past chairman of the Italian CCI, is highly regarded within the community. He was awarded the honour of Cavaliere, a form of Italian knighthood, for his community service.

"It has been a shock to everyone," said the chamber's current president, Tony De Domenico. "He was fortunate and unfortunate enough to be a very good criminal lawyer. When you have a reputation of being good, people want to use you. Some are guilty, some are not. Some are good, some are bad."

"His dad for decades would give newly arrived Italian migrants advice on how to fill out a form and do all sorts of thing. It is that sort of community, grassroots involvement that his family was renowned for."

"The family has had a commitment to and admiration of the Italian community for decades."

It is understood that Mr Acquaro fell out with Mr Madafferri over business, family and honour.

Mr Acquaro was believed to be unhappy that Mr Madafferri wanted to take over a business he was involved in, and about other aspects of their relationship.

The feud made it untenable for Mr Acquaro to continue as the Madafferri family lawyer.

Until late 2013, Mr Acquaro looked after the extensive legal affairs of Frank Madafferri, who since the 1980s has been known to both Italian and Australian police for his involvement in attempted murder, extortion, kidnapping, threats and drugs and links to the mafia. In December 2013, Mr Acquaro was due to appear for Madafferri before the Victorian County Court. His new lawyer told the court that Mr Acquaro had dumped his client without - explanation.

Mr Acquaro was a respected and influential member of the Calabrian community. As a lawyer, he made money facilitating the business and legal arrangements for members of the community and was never accused of a crime. He was involved in Brunswick's Reggio Calabria Club and was a regular at Liberal Party functions.

After the pair fell out, Mr Madafferri suspected Mr Acquaro was passing on sensitive information about his business affairs to journalist Nick McKenzie.

As the feud between the men deepened, police believed the safety of Mr Acquaro and McKenzie was at risk.

Midway through last year, police contacted McKenzie to warn him that Mr Madafferri had been investigating means of carrying out surveillance on him.

It is understood that McKenzie held concerns that Mr Madafferri might have him followed to discover his confidential sources.

McKenzie has never revealed whether or not Mr Acquaro was a source for his stories.

Even when it was reported that someone had placed a contract on Mr Acquaro's life, the lawyer was said to be unfazed.

In February, his Lygon Street business Gelobar was damaged by a suspicious fire. Homicide Detective Inspector Mick Hughes said it appeared the fire was over an unrelated "minor dispute".

Mr Acquaro remained confident his life was not in danger and does not appear to have taken extra precautions to ensure his safety. If he did, he might not have been walking to his car, alone, at 12.40am on a Tuesday morning.

END

<http://www.abc.net.au/news/2015-07-07/vanstone-defends-actions-in-visa-case-of-crime-figure/6600326>

Amanda Vanstone defends actions as immigration minister in case of crime figure Frank Madafferi

Updated 7 Jul 2015, 11:52am Tue 7 Jul 2015, 11:52am

Former immigration minister Amanda Vanstone says at the time she granted a visa to Italian crime figure Frank Madafferi, authorities believed he had turned over a new leaf.

Four Corners has aired an allegation that in 2005 Madafferi's connections paid tens of thousands of dollars to the Millennium Forum, a now-defunct fundraising body connected to the Liberal Party.

Ms Vanstone's decision to allow Madafferi to stay on humanitarian grounds came after those donations. There is no suggestion Ms Vanstone acted improperly in the case.

Today, the former minister said she wished her predecessor Philip Ruddock's decision to cancel Madafferi's visa and "get rid of him" had been implemented.

"We had someone who was in detention, we had the UN saying you can't do this to his family, he hadn't done anything wrong in Australia," Ms Vanstone told ABC News Breakfast.

"I think the [Administrative Appeals Tribunal] thought therefore you could say maybe he'd turned over a new leaf.

"Now we clearly know that wasn't the case but we didn't know that at the time."

Madafferi was arrested last month for an alleged drug trafficking conspiracy.

Ms Vanstone said claims that Mafia political donations may have played a role in helping others to lobby her needed clarifying.

"If anyone likes to check the law they will find that at the time it was simply not possible to give this guy a visa," she said.

"Once Philip had cancelled it, in order to give it back it would have had to have gone to a motion of both houses of Parliament, like when you want to sack a judge or something.

"It was a consequence of subsequent changes to legislation made because of pressure, because the Liberal government was too hard on people in detention, that it became possible to give him back a visa.

"So I didn't let him into the country, I gave him back his spouse visa that the AAT said he could have.

"He hadn't misbehaved when he was here. With hindsight we know that was not a sensible decision."

Broadbent rejects claims he lobbied for Madafferi

Russell Broadbent, the federal member for the Victorian seat of McMillan, also denied lobbying for Madafferi in exchange for political donations.

Mr Broadbent was reported to have attended a Liberal Party fundraiser also attended by Madaffer's brother Tony.

He said he was approached by representatives of Tony Madaffer about his brother's deportation order.

"This is exactly what I said to them: 'He is going to be deported, that's it'," Mr Broadbent said.

"So therefore, no intervention on my part, no lobbying on my part, no making representations on my part, no approach to the minister or conversation on my part."

END

<https://www.smh.com.au/national/political-donations-wide-open-to-mafia-corruption-20150626-ghycxk.html>

Political donations wide open to Mafia corruption

By Nick McKenzie, Richard Baker, Michael Bachelard

Updated 29 June 2015 — 6:43am first published at 2:00am

The Calabrian Mafia has infiltrated Australian politics at both state and federal levels by ingratiating itself with individual party donors and members of Parliament, according to confidential police reports.

The reports also detail "loopholes" in the political donation system, and say the long-running failure by government to reform it exposes Australian politicians to "potential corruption".

The violent and powerful group known as the Honoured Society, which has extended its networks from Italy and across the world, has gained access to the very highest office bearers in Australia. In one case, a lobbying and donations campaign was aimed at securing a visa for a crime boss later jailed for drug trafficking and implicated in a murder plot.

A year-long Fairfax Media-*Four Corners* investigation can also reveal that:



In March 2008, alleged mafia boss Tony Madafferi met three mafia drug traffickers in Flagstaff Gardens, Melbourne. The trio - Pat Barbaro, Tony Di Pietro and Saverio Zirilli - organised the world's biggest ecstasy shipment into Australia in 2007 (circled left). Liberal party photos reveal Madafferi meeting John Howard and other Liberal figures, including Robert Doyle, at various fundraisers (circled right).

- A man who police believe is a senior Mafia boss and alleged hitman met then prime minister John Howard and other top Liberal Party figures at various fundraising events.
- The son of another Mafia godfather did work experience at the Australian embassy in Rome while former Liberal minister Amanda Vanstone was ambassador. Previously, authorities were passing through the embassy sensitive information about a Mafia drug-trafficking operation.

- Mafia-linked donors have lobbied a host of Liberal and Labor figures involved in local, state and federal government over issues of interest to their legitimate and non-legitimate businesses.

In 2013, police circulated a report among state police agencies revealing that the Calabrian Mafia, also known as 'Ndrangheta, had used a number of well-known party donors to put a "legitimate public face" on its push to help obtain an Australian visa for violent crime boss Frank Madafferi.

The report warned that alleged Mafia figures had used various methods to enter "the social and professional world of public officials and through legitimate processes [were able to] achieve influence".

An earlier police report about the visa lobbying said that: "To ensure maximum [political] coverage ... numerous people made approaches to two senators, three federal members of parliament and one state member of parliament ... Donations to the Liberal party were also made by these lobbyists."

Madafferi's visa application was subsequently approved by then immigration minister Amanda Vanstone. Two years later, he was implicated in the world's biggest ecstasy importation and was later charged with murder and convicted for drug trafficking.

One of the Liberal MPs targeted in that campaign, now Small Business Minister Bruce Billson, admitted to the contact with a Mafia-linked donor, but told Fairfax Media the man had "deceived" him.

"The request made of me for assistance ... was a contrived veneer covering a far darker and disturbing situation," Mr Billson told Fairfax Media.

Unlike some of his other Liberal colleagues, Mr Billson subsequently cut contact with the donor.

A 2009 AFP report describes "lacks of checks and oversight" in the Australian political donations system as "significant" issues. As it stands, political parties and candidates can "receive significant support and financial contributions through avenues not covered by the statutory disclosure regime", the police report says.

"Loopholes" in the oversight system mean it is "difficult to identify any bribery in the form of political donations".

"The Australian Electoral Commission have attempted to address this on many occasions, however many amendments have not been passed by Federal Parliament," the AFP report said.

The report, obtained under freedom of information laws, was written after an investigation into the Mafia's fundraising activities.

The Calabrian Mafia is one of the world's most powerful crime groups. It differs from the Sicilian Mafia, or Cosa Nostra, which is best known in the United States.

However, both organisations work in similar ways, using threats and violence in both legitimate businesses, such as fruit and vegetables, and illegitimate businesses such as

drugs. They both also use money to curry favour with public officials including politicians and police.

The Calabrian Mafia's reach into Australian society was detailed in a highly confidential 2003 National Crime Authority report which also describes the "involvement of Italian Organised Crime figures in ... peripheral fundraising activities for political parties".

A search of hundreds of photos from Liberal fundraisers from the early 2000s captures one of the alleged Mafia crime figures and donors named in police files, Tony Madafferi - brother of Frank - meeting John Howard. Melbourne lord mayor and former Victorian state Liberal leader Robert Doyle also appears in photographs with Tony Madafferi.

Tony Madafferi denies any wrongdoing, and has never been charged with an offence, but has been named repeatedly in court proceedings as an alleged organised crime figure with deep ties to Mafia figures and drug traffickers.

He has been named as a violent Mafia figure by witnesses in two coronial inquests, but denied the allegations and was not subject to adverse findings.

Neither Mr Doyle nor Mr Howard knew of Tony Madafferi's links to organised crime.

However, a number of other Liberal and Labor figures, including MPs, have gone further than just meeting Tony Madafferi – they have made representations or lobbied on his behalf, or that of his close associates, after meeting alleged Mafia figures at fundraisers.

Victorian MP Russell Broadbent, who did not respond to repeated attempts to contact him, is among Liberal figures who has attended fundraisers with Tony Madafferi after public warnings about his criminal connections.

Mr Broadbent, Mr Billson and NSW senator Marise Payne attended a 2004 fundraiser organised by Tony Madafferi after meeting political donors linked to him.

A spokesperson for Ms Payne said she "had no knowledge, or any cause to be aware of, any criminal associations" of any figures she dealt with in connection to the Madafferi family's visa lobbying.

Mr Broadbent, Mr Billson and Senator Payne are three among a number of MPs who contacted the immigration minister Amanda Vanstone in 2003 or 2004 as part of a push to get an Australian visa for Frank Madafferi on the basis that his detention and deportation would impact on his family.

In 2000, Frank Madafferi had been ordered to leave Australia by then immigration minister Philip Ruddock on the basis of his serious criminal past and after police warned he would pose a danger to the community.

But in November 2005, after the campaign of donations, lobbying and legal action, Frank Madafferi was granted a visa by Senator Vanstone on what she said were humanitarian grounds not connected to any lobbying or donations. Ms Vanstone did not respond to repeated efforts to contact her.

Less than two years after the visa was granted, Frank Madafferi was implicated in the world's biggest ecstasy importation.

Policing officials who assessed the visa case said in a 2013 report: "There is no suggestion that Vanstone acted corruptly... [but] members of the Italian community, including 'Ndrangheta members and their families and associates, are likely to have ingratiated themselves with her office.

"This case study highlights the insidious ways 'Ndrangheta [mafia] Transnational Australian Group enter the social of professional world of public officials and through legitimate processes achieve influence."

Since 2007, Labor has made several attempts to change the electoral funding disclosure to make it more transparent, but has it has been repeatedly blocked by the Liberal Party.

END

Lensink, Michelle (DHS)

From: Michael Fotheringham <Michael.Fotheringham@ahuri.edu.au>
Sent: Wednesday, 23 May 2018 1:20 PM
To: Lensink, Michelle (DHS)
Subject: AHURI
Attachments: AHU_NHRP_FinalAcquittalReport.pdf

Dear Minister,

Thank you for the call this morning and the opportunity to provide you with a little background information on AHURI. I would be delighted to expand on the following when your schedule allows – meanwhile I am seeking to meet with Housing SA and Renewal SA officials again in early June.

- AHURI is funded to deliver the National Housing Research Program through a multilateral agreement involving all state and territory governments and the Australian government. AHURI has been funded through such agreements since 2000, enjoying consistent bipartisan support over this period, and has undergone regular performance reviews and annual audits. In each review and in every audit, no adverse findings regarding AHURI's operation or performance have been identified.
- AHURI is the only organisation in Australia dedicated exclusively to housing, homelessness and urban research and operates with deep knowledge of housing policy interventions and programs in each state and territory and at a national level. AHURI provides a national forum for discussion and development of housing and urban policy, creating an opportunity for state governments and the Australian government to coordinate and share knowledge, in the absence of COAG structures around housing policy (since the demise of the Housing and Homelessness Ministerial Council in 2013).
- AHURI is highly cost effective, delivering research through University Research Centres (University researchers are paid at salary rates, rather than consultancy rates). AHURI is able to source the most appropriate expertise for specific policy research questions through our national network of university-based research centres – including the University of Adelaide and the University of South Australia.
- In partnership with government funders, AHURI has developed the Policy Development Research Model, in which the traditionally separate activities of evidence gathering and policy development are integrated, to more cost effectively show how research findings can translate into effective policy applications. Policy makers are involved in both setting the research agenda, and participating in the research process through Inquiry panels.
- AHURI research is conducted independently, and undergoes stringent peer review processes to ensure high quality outputs.
- As well as conducting and brokering research, AHURI publishes research through the AHURI Final Report series – this includes over 500 full length reports and hundreds of short format policy implication summaries, freely available on the AHURI website.
- The AHURI evidence base is now one of the largest, if not *the* largest, evidence base on housing and urban policy in the world. The AHURI model is now being replicated in the UK and Canada, and several other nations are exploring how the success of the AHURI model could be adapted.
- AHURI leads the national conversation on housing, homelessness and urban policy issues as convenor of the biennial National Housing Conference (which is supported financially by all NHRP government funding departments) – the largest event in Australasia dedicated to social and affordable housing, as well as an annual conference and events program. These events regularly attract the highest level of ministerial and departmental representation.

I have also attached the recent Acquittal report for our previous funding period, for your interest.

Warm regards,

Dr Michael Fotheringham
Executive Director



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AHURI Website Survey



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National Housing Research Program

FINAL ACQUITTAL REPORT

1 JULY 2014 – 30 JUNE 2017

Purpose of the National Housing Research Program

Final Acquittal Report

The purpose of the National Housing Research Program Final Acquittal Report is to acquit funding provided to the Australian Housing and Urban Research Institute (AHURI) under the National Housing Research Program Funding Agreement for the period 1 July 2014 to 30 June 2017.

Item E5 of the Schedule from the AHURI Funding Agreement requires the Recipient to provide a Final Acquittal Report on the whole of the Activity through the Activity Period which must include:

-
- A** Achievements against objectives
 - B** Annual income and expenditure statements
 - C** Recommendations
 - D** And other matters requested by the Payers prior to the end of the Agreement

This National Housing Research Program Final Acquittal Report is structured to meet the above requirements in the following way:

- Part 1** Executive Summary of key achievement during funding period
- Part 2** Recommendations
- Part 3** Achievements against objectives
- Part 4** Additional benefits supporting the National Housing Research Program
- Part 5** Annual income and expenditure statements (including certification of expenditure by the Company Auditors)
- Part 6** Attachments to support the Final Acquittal Report

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Part 1

Executive Summary

The Australian Housing and Urban Research Institute (AHURI) is pleased to report that the National Housing Research Program (NHRP) has continued to deliver for government high quality, targeted, cost effective policy relevant research that has supported policy development at all levels of government.

AHURI has enhanced the dissemination of NHRP funded research and expanded engagement opportunities for an increasingly diverse range of audiences across the government, not-for-profit and private sectors as well as the general public.

During the time period covered by this Acquittal Report, AHURI's key achievements have included:

Impact on policy development

The NHRP model, along with regular and active engagement with key government stakeholders, has ensured AHURI research is closely aligned with Australian, state and territory government policy priorities. Over the

acquittal period, AHURI research has been cited 525 times in 104 reports from government and key organisations (e.g. corporate and philanthropic organisations). In addition, AHURI has made submissions to 21 Government Inquiries.

One of the most significant impacts of AHURI research on government policy can be seen in the Australian Government's legislation to fund the creation of a bond aggregator. AHURI's research was central to the 2016 Affordable Housing Working Group (AHWG) report presented to the Australian, state and territory Treasurers recommending the establishment of a bond aggregator, which was subsequently announced in the 2017–18 Federal Budget.

Cost effectiveness

AHURI continues to provide a very cost effective investment in high quality, policy relevant research. AHURI's agreement with our university partners meant the 2014–17 direct funding from government of \$8.1 million delivered more than \$13.2 million in total program investment. This total investment has been achieved by \$5.1 million of funds contributed by AHURI and the university participants in the program. The arrangement means the governments were able to leverage their 2014–17 funding to 163 per cent for the program activities undertaken as detailed in the agreement.



Implementation of new research model

The reporting period featured the full implementation of the Policy Development Research Model, which has enabled more regular and active engagement with key NHRP stakeholders not only in the development of research priorities, but in the research process itself through participation of senior government officials on AHURI Inquiry panels.

The first four Evidence-Based Policy Inquiries have been completed during the reporting period including the publishing of the Inquiry Final Reports as well as 15 supporting research reports. A further eight Inquiries and a stand alone research project are underway—comprising 25 further research projects.

Publication of high quality, policy relevant research

As well as producing high quality research, AHURI continues to be a high volume publisher of research. During the reporting period, AHURI published 66 peer-reviewed Final Reports, 9 Positioning Papers, 12 Research Papers, 43 Research and Policy Bulletins and 19 Executive Summary Reports, a total of 149 publications at an average of 4.1 publications each month.

AHURI has expanded its dissemination channels to increase engagement with NHRP funded research including the implementation of a new, better functioning AHURI website in March 2016.

Engagement with audiences through national conference program

AHURI has continued to be a leader in creating engaging, policy relevant and well attended conferences and events. It has expanded its national conference and events program over the reporting period to focus on priority national policy issues, underpinned by the latest AHURI research findings.

During the acquittal period, AHURI has convened conferences and events in Adelaide, Brisbane, Canberra, Hobart, Melbourne, Perth and Sydney, as well as committing to take the 2019 National Housing Conference to Darwin for the first time. Nearly 2,500 delegates from an increasingly broad range of sectors attended an AHURI event and satisfaction with the conference and events program remains high.

Expanded national media profile

As part of a policy to increase dissemination of research, AHURI has proactively increased its engagement with the mainstream media. In 2016–17, AHURI had 316 unique citations in the media (with many of those articles being republished by other newspapers and media websites). This is a rate two and a half times greater than for 2015–16, when there were 136 unique media citations, or for 2014–15, when there were 121 unique media citations. In total, there have been 573 unique media citations during the reporting period, an average of 17 per month.



525

citations, in:



104

key policy documents



573

unique media citations



2,500

delegates at conferences and events



\$1=\$1.63

For every \$1 invested,
AHURI delivered \$1.63 worth
of value in program activities

Part 2

Recommendations

NHRP funding agreement

The AHURI model is an effective and cost-effective way for governments to build a high quality evidence base to support policy development. AHURI's value has been recognised by the signing of repeated funding agreements with the Australian Government and the eight state and territory governments.

However, these funding agreements, despite best intentions, remain in the form of a terminating agreement rather than a continuing agreement. Most recently this has included a one year extension to allow for the policy reforms represented by the National Housing and Homelessness Agreement.

Increased funding certainty would enhance AHURI's innovation and workforce development, and support AHURI's capacity building. Stable funding would encourage more high quality researchers to pursue careers in housing policy research.

- **Recommendation 1**—Incorporate NHRP funding in the National Housing and Homelessness Agreement.

If a continuing agreement is not able to be formed, medium term agreements of 5 years or more would reduce funding uncertainty and allow for better strategic planning than short term agreements of 1–3 years.

Policy development research

A key development during the acquittal period has been the increased reach and relevance of AHURI research to a broader policy and practice audience. The new Policy Development Research Model at the heart of the operation of the NHRP sees the integration of the traditionally separate processes of evidence building and policy development into a single set of practices, and this approach, along with strategic dissemination and engagement activities, and AHURI's Professional Services, have enabled AHURI's policy audience to broaden.

During the acquittal period, Australian Government policy responsibility for AHURI has transferred from the Social Services to the Treasury portfolio. This transfer is to better support the Australian Government's work with the states and territories on policies to improve housing supply and urban planning through the Council on Federal Financial Relations and reflects the wider economic importance of AHURI's work.

With a broadening policy audience, it is appropriate to broaden the scope of the NHRP Research Agenda to encompass urban planning and renewal, cities, infrastructure and related topics.

- **Recommendation 2**—In light of the broadening policy agenda, and requisite broadening of research priorities, implementation of a corresponding expansion of funding should be considered.

Part 3

Achievements against NHRP objectives

3.1 Objective: Delivery of high quality policy relevant research that is of direct relevance to the National Affordable Housing Agreement and related reform priorities

AHURI has continued to manage and deliver high quality, policy relevant research into housing, homelessness and related issues through the NHRP. This research has direct significance to the National Affordable Housing Agreement (NAHA) and related reform priorities, and informs the policy development of the Australian and state and territory governments.

The research during the period of this Acquittal Report has focussed on priority topics such as individualised forms of welfare provision; housing policies and economic growth; funding of programs to reduce homelessness; and building the capacity of the affordable housing industry.

3.1.1 NHRP Research and impact

Published research

During the reporting period AHURI published 66 peer-reviewed Final Reports, 9 Positioning Papers, 12 Research Papers, 43 Research and Policy Bulletins and 19 Executive Summary Reports. This publication list included a suite of research reports from the first four Evidence-Based Policy Inquiries:

- 1 Individualised forms of welfare provision and reform of Australia's housing assistance system – including a program of three integrated research projects
- 2 Housing policies, labour force participation and economic growth – including a program of five integrated research projects
- 3 Funding and delivery of programs to reduce homelessness – including a program of three integrated research projects
- 4 Affordable housing industry capacity – including a program of four integrated research projects

See **Attachment 1** for a list of all published research projects

Figure 1: Research in progress



CASE STUDY OF POLICY IMPACT

AHURI research into a bond aggregator model

One of the most significant impacts of AHURI research on government policy can be seen in the bond aggregator model described in AHURI Final Report No. 220, (2014) *Enhancing affordable rental housing investment via an intermediary and guarantee*. This AHURI research was central to the 2016 Affordable Housing Working Group (AHWG) report presented to Federal, state and territory Treasurers at the meeting of the Council on Federal Financial Relations which proposed establishing a legal entity to act as a bond aggregator in the Australian market.

As a result, the 2017–18 Federal Budget included legislation to fund the creation of a bond aggregator designed to source large amounts of capital from the bond market to provide lower interest, long-term loans to not-for-profit organisations developing affordable housing for lower income households.

The policy implementation has continued with the Australian Department of Treasury releasing a Consultation Paper into the bond aggregator model for public comment in September 2017.

The Age, 10 March 2017, front page



‘Research on a bond aggregator model by the housing think-tank, the Australian Housing and Urban Research Institute, which Mr Morrison is scheduled to address in Melbourne on April 10, went to state and federal governments last December and the Federal government will now create an implementation taskforce that will take charge of the plan.’

Citations

During the reporting period AHURI research was cited 525 times in 104 government and organisation reports, including those from Australian Government Council on Federal Financial Relations, NSW Government, Victorian Government, Australian Institute of Health and Welfare, Infrastructure Australia, Council to Homeless Persons, Mission Australia, National Shelter, Australian Institute of Superannuation Trustees and the Australian Parliamentary Library.

525 During the reporting period, AHURI was cited 525 times in 104 government and key organisation reports

AHURI made submissions, and has given invited testimony to 21 Australian Government and state/territory government Inquiries over the funding period including the Productivity Commission Inquiry into Human Services; Department of Prime Minister and Cabinet – Remote Housing Review; Senate Economics Reference Committee Inquiry into Affordable Housing; The Treasury – National Housing Finance and Investment Corporation Consultation; NSW Independent Pricing and Regulatory Tribunal Review of Rent Models for Social and Affordable Housing; and Victorian Legislative Council Standing Committee on Legal and Social Issues Inquiry into Retirement Housing Sector.

21 AHURI has made submissions to 21 Australian, state and territory government Inquiries during the period of the Acquittal Report

Research in progress

As at 30 June 2017, eight AHURI Inquiries (comprising 24 supporting research reports) and one data update were in progress, with research topics including social housing as infrastructure; potential of new technologies to disrupt housing policy; integrated housing support for vulnerable families; housing aspirations and constraints for lower income Australians; property transfer methodologies; the future of the private rental sector; increasing affordable housing supply; social impact investment for housing and homelessness outcomes; and housing tax reform.

See **Attachment 2** for details of all ongoing research projects.

3.1.2 Ensuring relevance

Consultation – Research Agenda

The NHRP Research Agenda is released annually so as to provide direction in the development of the evidence-base and to set priorities for the annual funding round. The Research Agenda is developed through consultation with key stakeholders, including government Housing Chief Executives, the AHURI Limited Board, Research Centre Directors (RCD's) and the NHRP Research Panel.

AHURI's consultations for the NHRP Research Agenda culminates in a two-day Housing Chief Executive's Symposium. The Symposium has become a key feature of the Policy Development Research Model—as well as identifying the priorities for future AHURI Inquiries, the Symposium provides an important opportunity for senior housing policy officials to exchange ideas and information, and includes invited speakers with expertise relating to key emerging policy issues.

During the acquittal period, speakers at the Housing Chief Executives Symposium have included:

2015 Ms Debbie Power

Deputy Chief Executive, Ministry of Social Development, New Zealand

2016 Professor Ian Harper

Chair of the Australian Government's Competition Policy Review

2017 Dr Stephen King

Productivity Commission

AHURI also engages with the wider policy community, through bilateral consultation with senior policy makers. In recent years AHURI has circulated requests to housing policy representatives, seeking input for the research agenda, and asking them to coordinate responses from their governments.

In each of the three years of this acquittal report the NHRP Research Agenda has been endorsed by the Housing Chief Executives prior to approval by the AHURI Limited Board

Part 3: Achievements against NHRP objectives (continued)

Table 1: Typical timeline of AHURI NHRP Research Agenda consultation

TIME	ACTIVITIES	BENCHMARK
July ↓	Research Centre Directors Meeting—consultation on Inquiry and project topics	Comments received from Research Centre Directors
September–October ↓	AHURI Executive consultation meetings with Housing Chief Executives	Comments received from Housing Chief Executives
October ↓	Australian Government and state and territory government consultation on Inquiry and project topics	Comments received from Australian Government and state and territory governments
October ↓	NHRP Research Panel Meeting—consultation on Inquiry and project topics	Comments received from Research Panel Members
November ↓	AHURI Limited Board Meeting—discussion of Inquiry and project topics	Draft topics presented to the AHURI Limited Board
Feb/March ↓	Housing Chief Executives' Symposium—discussion of Inquiry and project topics	Workshop held by mid-March and topics determined by Housing Chief Executives
March/April ↓	AHURI Limited Board Meeting—approval of AHURI Research Agenda	Approval received within two weeks
April	NHRP Research Agenda released	NHRP Research Agenda and supporting documents published on AHURI website

Consultation – Research Inquiries

The reporting period featured the full implementation of the Policy Development Research Model (PDRM). The PDRM integrates the traditionally separate processes of evidence building and policy development into one set of practices. This demands a high degree of collaboration within and between the research community and the policy and practice communities.

The implementation of the PDRM has enabled more regular and active consultation and engagement with key NHRP stakeholders not only in the development of research priorities, but in the research process itself through participation of senior government officials on AHURI Inquiry panels.

During the funding period, senior officials from Australian, state and territory governments, as well as leading practitioners from the not-for-profit and private sectors, participated as panel members for the four completed AHURI Inquiries. This engagement ensures senior government policy makers are actively involved in the research process, enabling them to provide policy development advice directly to the academic team at key stages of the research process.

See **Attachment 3** for a full list of panel members from the four completed research Inquiries.

Assessment – NHRP Annual Funding

The NHRP Funding Round is an annual, nationally competitive process, based on the absolute merit of the submitted applications. The applications are assessed against key selection criteria, ranked by merit, based on the findings of the assessment process and subject to the deliberations of the NHRP Research Panel. The panel meets to achieve consensus on the merit-ranked order of applications, and makes recommendations for funding of applications to the AHURI Limited Board, which approves the funded applications.

NHRP Assessors review all applications and provide formal assessments of their merit against selection criteria: Relevance, Research Approach, the Research Team, Budget and Integration for Inquiries.

Each application is assessed by:

- representatives from the Australian Government
- representatives from the state and territory governments
- independent academics, with required disciplinary expertise.

NHRP Advisors represent relevant stakeholder groups and provide advice on the relevance of applications, but do not assess them. They include:

- representatives from the not-for-profit housing sector
- representatives from the private sector housing industry
- representatives from the statistical agencies such as the Australian Institute of Health and Welfare and the Australian Bureau of Statistics.

Detailed feedback is provided by AHURI to Research Centres on both successful and unsuccessful project funding applications in a series of face-to-face meetings across the country, to develop research capacity and to continue to improve the quality of applications.

Research quality is assured through the competitive merit selection assessment process, project user groups, and peer review of research outputs.

3.1.3 Ensuring quality

Peer review process

AHURI publishes high quality, double-blind, peer reviewed research that provides an accessible and relevant evidence-base for the development of policy.

AHURI reports are refereed reports presenting the results of original research to a diverse readership of policy-makers, researchers and practitioners. This research is available publicly on the AHURI website.

The AHURI Editorial Board conducts peer reviews of AHURI reports on a double blind basis, and uses a comprehensive set of criteria to assess the quality of the research and its policy relevance. This Board is made up of leading international housing and urban researchers, all of whom are eminent in their field and who specialise in a range of housing-related subject areas. The majority of members on the Editorial Board panel are based overseas, and come from countries such as Ireland, England, New Zealand, Scotland, Wales, USA, Canada and the People's Republic of China.

97% Over the three year period 97 per cent of reports sent to peer review were recommended for publication

See **Attachment 4** for a full list of Editorial Board members 2014–17.

Timeliness

AHURI is committed to conducting timely, high quality, policy relevant research.

The shared management of research delays relies on regular and clear communication between AHURI Limited, Research Centre Directors and research leaders. AHURI works constructively with university partners to address any issues.

Contracts include a schedule for incentive and penalty payments based on the timely delivery of peer reviewed deliverables. Incentive payments are provided to a research team for the early delivery of peer reviewed reports published by AHURI. Penalty payments are incurred by a research team when peer reviewed reports are more than 10 per cent over due.

98% During the period of this Acquittal Report, 98 per cent of research projects were completed on time

Part 3: Achievements against NHRP objectives (continued)

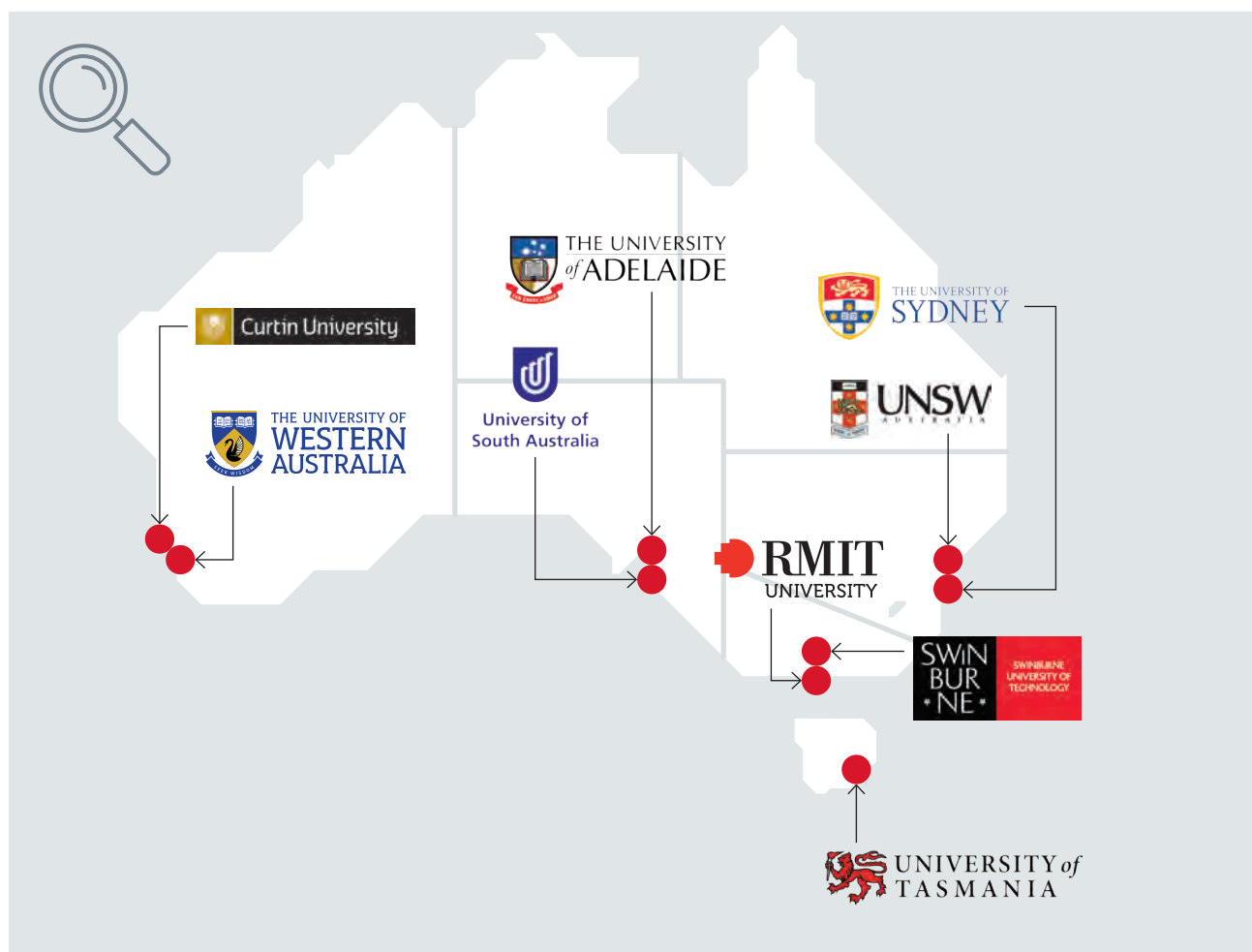
AHURI's national research network

AHURI oversees a national independent research network, where research leading to the advancement of knowledge on key policy issues is conducted by expert research partners. Using a diversity of academically rigorous approaches, our research partners undertake a variety of research activities, ensuring the flexibility to undertake longer-term projects when fundamental research is needed, while also responding quickly to new strategic policy issues as they arise.

AHURI research partners are:

- Curtin University
- RMIT University
- Swinburne University of Technology
- University of New South Wales
- University of Tasmania
- The University of Adelaide
- The University of Sydney
- The University of South Australia*
- The University of Western Australia**

Figure 2: AHURI research network



* The University of South Australia joined the network in 2017

** The University of Western Australia left the network in 2017

Building capacity

Another key role for AHURI is to build housing, homelessness and urban research capacity across Australia. Capacity building is recognised in the assessment criteria for NHRP applications.

Research teams that demonstrably contribute to the strategic capacity of the Research Centre (e.g. by including Indigenous or early career researchers as a member of the research team or as research team leader) are valued in the assessment process. Collaborations with new research areas in universities and across universities that serve to build the capacity of the housing research community in a strategic and logical manner are also recognised.

Early Career Researchers

Early career researchers (ECRs) are an important part of the AHURI housing research network and represent a key focus of AHURI's strategic goal of building capability and national capacity. These researchers are the potential project leaders for future housing research through the NHRP.

AHURI Postdoctoral Research fellowship

There is one current AHURI Postdoctoral Research Fellow, co-funded in 2015 by AHURI and the University of Adelaide. The fellowship research investigates the implications of Australia's aged care reforms, specifically the changes to care delivered in the homes of older low income rental tenants. The project is progressing well with a reference group overseeing progress and performance against key milestones monitored.

AHURI Scholarship Top-up

Each AHURI Research Centre has access to a three-year PhD Scholarship Top-up funded at \$7,000 per annum per student. The aims of the scheme are to attract new postgraduate students to housing and urban studies; to develop the quantity and quality of the research talent in the AHURI network; and to maintain and improve the standard of the NHRP.

34 Over the acquittal period, 34 scholars across the AHURI housing research network had received, or are receiving, an AHURI top-up PhD scholarship

See **Attachment 5** for a full list of Postgraduate Scholarship Top-Up recipients 2014–17.

AHURI also holds an annual Postgraduate Scholar Symposium. All scholars have an opportunity to present and reflect on their work. Leading AHURI academics and supervisors attend and provide feedback, participate in discussions and lead sessions on pertinent and current topics.

The symposium is held to coincide with the Australasian Housing Researchers Conference (AHRC) to support the attendance for scholars and provide the opportunity for them to develop their skills and housing scholars network.

Four Postgraduate Scholar Symposiums have been held during the funding period:

2014 Brisbane, 14–15 July

2015 Hobart, 16–17 February

2016 Auckland, New Zealand, 15–16 February

2017 Melbourne, 13–14 February

Part 3: Achievements against NHRP objectives (continued)

AHURI Awards

AHURI manages two annual awards presented to researchers working in the housing and urban research sectors.

Early Career Researcher Award

The Federal Minister's Award for Early Career Housing Researcher (ECR Award) recognises excellence in those beginning their careers in housing and urban research and is awarded at the AHRC.

ECR Award winners

2017 Dr Lyrian Daniel, University of Adelaide, for her research, *Material Deprivation: Housing affordability risk made real*.

2016 Dr Victoria Cornell, University of Adelaide, for her research, *Exploring the impacts of the aged care reforms – will they help low income older renters age in place?*

2015 Dr Dallas Rogers, University of Western Sydney, for his research, *Enabling individual foreign investment in residential real estate*.

The Berry Award

Created in 2015 by Housing Choices Australia and AHURI, the Professor Mike Berry Award for Excellence in Housing Research (known as the 'Berry Award') honours the outstanding contribution made by Professor Mike Berry to the affordable housing sector in Australia, and to Housing Choices Australia and AHURI in particular.

The Award encourages future generations of researchers to strive for the same levels of excellence Professor Berry achieved throughout his illustrious career, and it complements a range of other research capacity building activities AHURI undertakes to develop the skills and resources of the housing research community in Australia.

Berry Award winners

2017 Associate Professor Daphne Habibis, University of Tasmania, for her research, *Examining housing reforms on remote Indigenous communities*.

2016 Professor Kath Hulse, Swinburne University, for her research, *Renting in a home owning society: Disaster, deviance or diversity?*

2015 (joint winners) **Associate Professor Emma Baker**, University of Adelaide, and **Associate Professor Rebecca Bentley**, The University of Melbourne, for their research, *Moving beyond association: developing causal explanations of housing and health*.



2017 Berry Award winner
Associate Professor Daphne
Habibis and ECR Award winner
Dr Lyrian Daniel

3.2 Objective: Conduct an active engagement and dissemination program to support the National Housing Research Program

A key part of AHURI's work is communicating and engaging effectively with the policy and research community in developing research priorities, as well as delivering and disseminating AHURI research findings on housing, homelessness and related issues to an increasingly broad range of audiences.

3.2.1 Publications summary

During the three year period of this Acquittal Report, AHURI published 66 peer-reviewed Final Reports, 9 Positioning Papers, 12 Research Papers, 43 Research and Policy Bulletins and 19 Executive Summary Reports – a total of 149 publications at an average of 4.1 publications each month.

Engagement with new NHRP research

Tracking of user engagement with the AHURI website shows the NHRP research projects published during

the acquittal period that stimulated most interest were (ranked by number of report page views):

- 1 Changes in supply/demand for low-rent housing in the Australian private rental market, 2006–11 (2014)
- 2 The structural drivers of homelessness in Australia 2001–11 (2015)
- 3 Accommodating NDIS: maximising housing choice in a reformed disability sector (2015)
- 4 Addressing spatial concentrations of social disadvantage (2015)
- 5 Individualised forms of welfare provision and reform of Australia's housing assistance system (2016)
- 6 Housing affordability dynamics in Australia: new insights from the last decade (2014)
- 7 Reviewing changes to housing management on remote Indigenous communities (2015)
- 8 Cost effectiveness and tenant outcomes in social housing (2015)
- 9 The funding and delivery of programs to reduce homelessness: the case study evidence (2017)
- 10 Wellbeing outcomes of low-income renters: a multilevel analysis of area effects (2014)

CASE STUDY

Visual Report



For the first time, AHURI and researchers from University of NSW, RMIT University, University of Tasmania and Swinburne University released findings from the AHURI Inquiry 'Affordable housing industry capacity' in an easy-to-understand visual report. The visual report was released in April 2017 and summarised the Inquiry's findings in a 24-page visual booklet. Between 20 April and 30 June 2017 the visual report was downloaded an impressive 1,674 times.

Long-term engagement with NHRP research

Tracking of AHURI website user engagement reveals that people continue to engage with NHRP research for many years after it is published, as can be seen in the 10 research projects that attracted the most interest in the reporting period (ranked by number of report page views):

- 1 Changes in supply/demand for low-rent housing in the Australian private rental market, 2006–11 (2014)
- 2 The structural drivers of homelessness in Australia 2001–11 (2015)
- 3 Accommodating NDIS: maximising housing choice in a reformed disability sector (2015)
- 4 Addressing spatial concentrations of social disadvantage (2015)
- 5 Housing affordability for lower-income Australians (2008)
- 6 Individualised forms of welfare provision and reform of Australia's housing assistance system (2016)
- 7 What future for Australian public housing? A critical analysis (2010)
- 8 Downsizing amongst older Australians (2014)
- 9 Affordable housing, urban renewal and planning: emerging practice in NSW, SA and Qld (2012)
- 10 The cost of homelessness and the net cost of homelessness programs: a national study (2013)

3.2.2 Website

An essential element in AHURI's engagement with its audiences is the AHURI's website, which recorded over one million page views in total during the reporting period – an average of just under 30,000 page views per month.

In February 2016 AHURI introduced its new expanded and more functional website. An important driver of the website upgrade was that it include a comprehensive search function that helps users quickly find the AHURI research and information that is most relevant to them. In the months to the end of June 2017, website users made over 112,000 searches for information provided by AHURI.

The new website has allowed AHURI to expand its suite of research and policy offerings, and this has proved to be very popular with our audiences. Each month, on average, the Research Section has over 10,400 page views, the Final Reports have over 5,400 page views, the Policy section has over 2,300 page views and the News section has over 1,200 page views.

Tracking user engagement with the AHURI website shows the key research themes that stimulated most interest were (ranked by number of key research themes page views):

- 1 Housing affordability
- 2 Home ownership
- 3 Indigenous housing
- 4 Public and community housing
- 5 Homelessness and housing
- 6 Urban planning and development
- 7 Supply of and demand for social and affordable housing
- 8 Financing social and affordable housing
- 9 Private Rental

One new feature of the website is the Policy section which includes two new editorial products—'Policy Issue Analyses' and 'AHURI Briefs'—that are designed to further analyse contemporary policy issues and link to the NHRP research on that issue.

The Policy Issues Analyses look at complex policy issues and examine some of the potential solutions to those issues that are suggested by research or are in practice, both in Australia and internationally. As at June 2017, six Policy Issue Analyses have been published, with each providing in-depth analysis on a selected policy issues and drawing on the NHRP evidence-base.

The topics of the six Policy Issue Analyses are:

- Private rental for lower income households
- Delivering services for people at risk of homelessness
- Increasing affordable rental supply
- Institutional investment
- Welfare reform and consumer choice
- Urban productivity growth.

In addition, 30 AHURI Briefs have been published. The AHURI Briefs series presents shorter, more explanatory or data driven information to readers, often putting contemporary policy debates into context.

This new Policy section of the website extends upon the successful Evidence Review series which published 18 editions from July 2014 to its completion in May 2015 (a rate of 1.8 per month).

The new website also includes a News section which presents AHURI research and achievements to our audiences as well as reporting the impact of NHRP research in the wider community. During the reporting period, 65 News items were published (a rate of 4.1 per month).

Figure 3: Website statistics



3.2.3 E-communications

Together with its redesigned website, AHURI has also changed the way it communicates directly with those interested in keeping in touch with our work. The AHURI News email newsletter replaced the weekly e-update newsletter in January 2016, and since then 26 editions have been sent to a subscriber base of over 6,900. AHURI News has recorded an open rate of 29 per cent, three percentage points higher than for the e-update newsletter. Against industry benchmarks for email communications, the AHURI News newsletter performs exceedingly well.

The Executive Director's Briefing (EDB) has continued to be an important tool to communicate the essentials of new NHRP research to people working at a high level in government, with 48 editions being sent to a total of 147 selected key policy makers and leading researchers in the AHURI network.

AHURI has also continued to distribute specific email newsletters to support the national conference and events program. Subscriptions to AHURI's conference and events newsletters have grown by 38 per cent during the funding period with the AHURI events newsletter increasing to 5,528 and the standalone National Housing Conference newsletter increasing to 3,090 subscribers.

38% During the reporting period, subscribers to AHURI conference and event newsletters have grown by 38 per cent

3.2.4 Conferences and events

In the reporting period AHURI has been an important convenor of conferences and events focussing on the key issues in housing and homelessness policy. These conferences and events have provided an important forum for disseminating new NHRP funded research and for delegates to engage with this research and leading report authors.

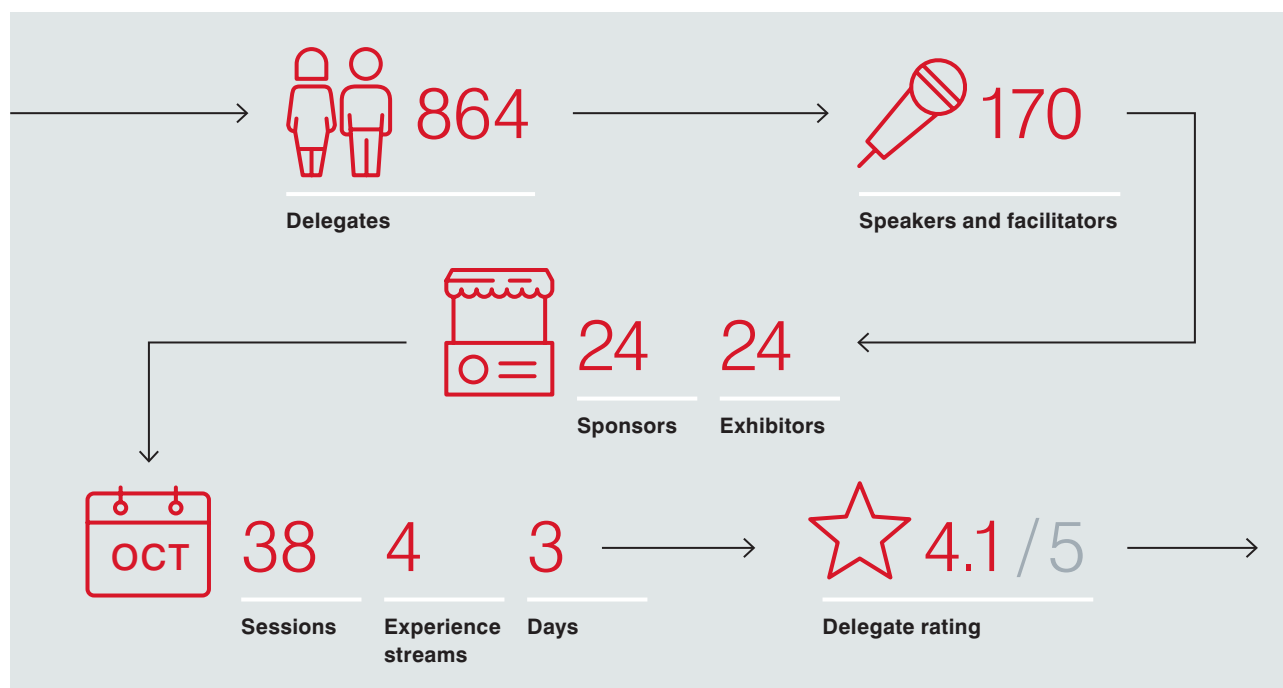
Half-day seminar program

Between July 2014 and June 2015, AHURI convened eight half day seminars, which were attended by a total of 591 delegates.

The topics for the half day seminars were:

- **July 2014** Ageing well: housing solutions for older Australians (Hobart)
- **August 2014** Housing affordability: keeping a home on a low-income (Adelaide)
- **September 2014** Urban disadvantage in Australia: evolution, anatomy and policy responses (Melbourne)
- **October 2014** Providing affordable housing and tackling disadvantage (Sydney)
- **November 2014** Ageing well: housing solutions for older Australians (Perth)
- **December 2014** From here to uncertainty: the quiet revolution in Australian housing (Canberra)
- **March 2015** Housing the secret to urban productivity growth (Sydney)
- **June 2015** Motivations and transitions: targeting housing assistance to best support tenant outcomes (Adelaide).

Figure 4: National Housing Conference 2015



National Housing Conference 2015

In partnership with the Western Australian Housing Authority, AHURI convened the ninth biennial National Housing Conference (NHC) in Perth in October 2015. Acting as Conference Convenor has allowed AHURI to further institutionalise the NHC as Australia's premier affordable housing industry event. Over three days, 864 delegates heard from 170 speakers and facilitators during 38 sessions.

The 2015 National Housing Conference featured sessions with nine researchers from AHURI Research Centres, including Professor Gavin Wood as a keynote speaker on 'Structural changes in Australia's housing system'.

AHURI researchers at NHC 2015 (and their presenting session):

- 1 Prof Gavin Wood**, Emeritus Professor of Housing and Urban Studies, RMIT University – *Structural changes in Australia's housing system*
- 2 Prof Duncan MacLennan**, University of St Andrews, Scotland – *Is housing the secret to urban productivity growth? The economic case for social and affordable housing*
- 3 Assoc Prof Steven Rowley**, Curtin University – *Measuring social impact*
- 4 Dr Ilan Wiesel**, University of NSW – *Delivering housing or delivering choices: NDIS funding and the implications for demand and supply*

- 5 Prof Keith Jacobs**, University of Tasmania – *The investment approach to welfare: what does it mean for housing and homelessness?*
- 6 Assoc Prof Daphne Habibis**, University of Tasmania – *Restoring dignity: Aboriginal land tenure reform and home ownership*
- 7 Assoc Prof Julie Lawson**, RMIT University – *The latest on international public housing reform: what it means for Australia*
- 8 Prof Hal Pawson**, City Futures Research Centre, University of NSW – *Moving from talk to action: Institutional Investment in affordable housing*
- 9 Dr Angela Spinney**, Swinburne University of Technology – *Home, safe and sound: responses to homelessness*

These presentations were based on research developed and funded through the NHRP. Evaluation of 2015 NHC delegates reported a score of 4.13 out of 5 for survey respondents answering the question: 'Overall, how would you rate the conference?'

The Perth conference exceeded all key performance indicators and saw an increase in delegate numbers, sponsorship income and media coverage from the 2013 NHC in Adelaide.

Part 3: Achievements against NHRP objectives (continued)

One-day conference program

In 2016 AHURI evolved its events program into a series of one-day conferences, with four conferences convened to June 2017. In total the one-day conferences attracted 684 delegates and gained widespread local and national media coverage. 24 videos of conference speakers were published on the AHURI website and viewed 28,300 times.

The topics for the one-day conferences were:

- **April 2016** My way home: competition and choice in human services (Melbourne)
- **October 2016** The future of housing assistance (Adelaide)
- **April 2017** Homelessness and housing solutions (Brisbane)
- **June 2017** Affordability and liveability in our cities (Melbourne).

The AHURI half-day seminars and one day conferences were very relevant to those working in government policy making as well as practitioners, with evaluation reports revealing that a large majority of attendees for each event found the conference or seminar 'very useful' or 'somewhat useful' or rated the event either 4 or 5 out of 5.

Other AHURI events

Federal Treasurer's address

The Federal Treasurer, Hon. Scott Morrison MP, delivered an 'Address on Housing Affordability' (Melbourne) prior to the 2017 Budget. The event was attended by 200 delegates and was extensively covered by media, including being broadcast live on ABC News 24.

Report launch with CHIA

In 2017, AHURI partnered with the Community Housing Industry Association (CHIA) to present a special seminar to engage with key industry stakeholders on the findings from the AHURI *Inquiry into Australia's affordable housing industry capacity*. 100 delegates from the community housing, government, not-for-profit and corporate sectors convened in Sydney to hear from lead author Professor Hal Pawson (UNSW) and a panel of industry leaders. The event was supported by the publication of AHURI's first ever visual report.

3.2.5 Media

As part of its policy to increase dissemination of research AHURI has proactively increased its engagement with the mainstream media. In 2016–17, AHURI had 316 unique citations in the media (with many of those articles being republished by other newspapers and media websites). This is a rate two and a half times greater than for 2015–16, when there were 136 unique media citations, or for 2014–15 when there were 121 unique media citations. On average there have been 17 unique media citations per month during the reporting period.

573 AHURI was cited 573 times in the media during the acquittal period

3.2.6 Social media

In acknowledging the growth of social media as a platform used to consume professional content, AHURI has expanded its social media presence over the last three years, with particular growth in the 2016–17 period when 1,166 new Twitter followers were recorded (to a total of 3,161 followers). In all, AHURI has seen an increase of 42 new followers per month for Twitter, 21 for LinkedIn and 16 for Facebook.

AHURI published 44 new videos from its conferences and events on Youtube during the Acquittal Report time frame. These videos were viewed 4,627 times for an average viewing period of just over 4 minutes.



Hon Scott Morrison MP, Treasurer, delivering a pre-budget address at an AHURI event in April 2017

3.3 Objective: Provide effective governance and reporting so that transparency of activities, outcomes and performance are maintained

3.3.1 Effective governance

The AHURI Limited Board is committed to the highest standards of corporate governance and the promotion of transparency in its operations.

The Board is responsible for making sure the NHRP is governed in an effective manner and in accordance with AHURI's legal and contractual obligations. During the NHRP funding period, AHURI's contractual obligations were subject to annual external review by KPMG and also through a review of the program activities against performance in the second half of the second year of the agreement. That review was completed in December 2016.

All governance reports were provided within the timelines set out at Item F of the Agreement including:

- Annual NHRP activity work plan in July of each year.
- Quarterly performance reports against performance indicators in October, January, April and July.
- Financial audited acquittal reports in October of each year.
- A final grant report at the end of the funding period in October (this report).

3.3.2 AHURI's cost effectiveness

AHURI continues to provide a very cost effective investment in high quality, policy relevant research. AHURI's agreement with our university partners meant the 2014–17 direct funding from government of \$8.1 million delivered more than \$13.2 million in total program investment. This total investment has been achieved by \$5.1 million of funds contributed by AHURI and the university participants in the program.

The arrangement means the governments were able to leverage their 2014–17 funding to \$1.63 for each dollar of NHRP funding. See **Table 2**.

The individual leverage rates for each of the government funders are detailed in **Table 3**.

Through the further leverage of AHURI's network of university partners, governments can access researchers at academic salary costs, rather than full university consultancy rates—leveraging approximately three times more research value than otherwise would be the case.

The direct program activities of \$7.4 million in research—together with \$3.7 million in project management, engagement and dissemination activities—represent 84 per cent of the total investment. Although corporate governance is a high priority, efficient and effective systems and processes means AHURI's 'administrative commitments', (governance, reporting, financial management and occupancy costs), have been kept to a minimum and represent only 16 per cent of the total investment.

Part 3: Achievements against NHRP objectives
(continued)

Table 2: Summary of Income and Expenditure, 1 July 2014 – 30 June 2017

FUNDING	TOTAL
Commonwealth Government	4,048,126
New South Wales Government	1,622,900
Victorian Government	1,258,482
Western Australian Government	552,961
South Australian Government	365,431
Tasmanian Government	112,012
Australian Capital Territory Government	83,629
Northern Territory Government	52,711
Total funding	8,096,250
EXPENDITURE	TOTAL
Activity 1 Commission, manage and deliver, high-quality policy, relevant research	9,284,202
Activity 2 Disseminate research findings to stimulate community interest	1,800,928
Activity 3 Effectively engage the policy and research communities	1,429,151
Activity 4 Provide effective governance and reporting	720,631
Total expenditure	13,234,912
Sub total	5,138,662
AHURI and participants contribution	5,138,662
Balance of funds	—
Leverage	1.63

Over the period 1 July 2014–30 June 2017, AHURI has expended on average \$1.63 for each \$1 of government funds. The leverage rates for each government are detailed in **Table 3** below.

Table 3: Leverage rates for government NHRP funding

	FUNDING \$	LEVERAGE \$
Commonwealth Government	4,048,126	3.27
New South Wales Government	1,622,900	8.16
Victorian Government	1,258,482	10.52
Western Australian Government	552,961	23.93
South Australian Government	365,431	36.22
Tasmanian Government	112,012	118.16
Australian Capital Territory Government	83,629	158.26
Northern Territory Government	52,711	251.09
Total funding	8,096,250	

Part 4

Beyond the NHRP – additional benefits supporting the NHRP

Beyond its vital work with the NHRP, AHURI has brought additional value and benefits to NHRP partners through its Professional Services work, convening the biennial National Housing Conference, and expanding the AHURI website.

4.1 Professional Services

AHURI supplies Professional Services to a range of clients in government and the housing and homelessness practice communities. These services are targeted at clients' very specific requirements and include policy development and practice change, reviewing and building evidence, evaluating policies and programs, facilitating workshops and developing resources.

During the time frame of this Acquittal Report AHURI has undertaken 35 Professional Services reports and projects for clients.

AHURI's Professional Services clients include:

- Australian, state and territory Housing Ministers
- ACT Government
- NZ Ministry of Social Development
- Australian Government Department of Veterans' Affairs
- Queensland Government Department of Housing and Public Works
- WA Government Department of Housing
- NSW Government Department of Family and Community Services.

See **Attachment 7** for a full list of Professional Services projects 2014–17.

4.2 National Housing Conference

The National Housing Conference (NHC) program is a major enterprise for AHURI that delivers so much to the spread of knowledge and outcomes from the research programs. The NHC is fully self-funded, and in the reporting period AHURI has committed significant resources to both the 2015 National Housing Conference and to the upcoming 2017 National Housing Conference.

The upcoming 2017 National Housing Conference will include seven sessions that are either led by, or feature as panellists, researchers from AHURI Research Centres presenting NHRP funded research.

4.3 AHURI website redevelopment

As part of its commitment to ensuring NHRP research is fully and freely available to all users, AHURI has invested in a new expanded, more functional website.

Across the new website AHURI research is also being presented in a variety of different accessible forms, including:

- Policy Issue analyses which provide in-depth analysis on a selected policy issues and draw on the AHURI research evidence-base.
- AHURI Briefs present shorter, more explanatory or data driven information to readers, often putting contemporary policy debates into context.
- News section presents AHURI research and achievements to our audiences as well as show the impact of AHURI research in the wider community.

Part 5

Annual income and expenditure statements and certification of expenditure by the Company auditors

- The Australian Government and each state and territory government provided AHURI with \$13.2 million over the period.
- AHURI's university partners under the Participants Agreement provided funds of \$6.36 million over the period.
- This means, through the AHURI Network, the governments were able to leverage their funding to 163 per cent for the value of the program activities undertaken as specified in the agreement and detailed in this report.
- Summary of income and expenditure 2014–17 for the funding period is outlined in table 4 below.
- In reference to Item E5 of The Schedule to the Funding Agreement, the independent auditor's reports detailing the acquittal of funds during the term of the Agreement prepared by the AHURI Limited auditors is at **Attachment 6** and includes the following:
 - Independent audit report on AHURI Limited funding acquittal, 2014–15—KPMG
 - Independent audit report on AHURI Limited funding acquittal, 2015–16—KPMG
 - Independent audit report on AHURI Limited funding acquittal, 2016–17—KPMG

Table 4: Summary of Income and Expenditure, 1 July 2014 – 30 June 2017

	2015	2016	2017	TOTAL
Income				
Commonwealth Government Funding	1,322,744	1,349,199	1,376,183	4,048,125
State and Territory Government Funding	1,322,744	1,349,199	1,376,182	4,048,125
Total Income	2,645,488	2,698,398	2,752,365	8,096,250
Expenditure				
Research Inquiries and projects commitments	2,376,080	2,441,299	2,626,727	7,444,105
Research project management commitments	408,522	279,279	295,457	983,258
Research dissemination and engagement commitments	834,776	866,699	957,483	2,658,958
Research administration and governance commitments	697,392	661,657	789,541	2,148,590
Total Expenditure	4,316,770	4,248,934	4,669,207	13,234,912
Surplus/(Deficit)	(1,671,282)	(1,550,537)	(1,916,842)	(5,138,662)
Add: AHURI contribution	1,671,282	1,550,537	1,916,842	5,138,662
Balance of Funding Agreement	0	0	0	0
Total commitments as % of government funding	1.63	1.57	1.70	1.63
Research project commitments as % of government funding	89%	90%	95%	92%
AHURI contribution as % of government funding	63%	57%	70%	63%

Part 6

Attachments

Attachment 1: Summary of all published research 2014–17

REPORTS		TITLE
41023	FR	Progressing tenancy management reform on remote Indigenous communities
82015	FR	Refugees, housing, and neighbourhoods in Australia
70704	FR	Disadvantaged places in urban Australia: Analysing socio-economic diversity and housing market performance
53001	FR	Wellbeing outcomes of lower income renters: a multilevel analysis of area effects
53027	FR	The spatial dynamics of homelessness in Australia 2001–2011
70704	FR	Living with place disadvantage: community, practice and policy
71026	FR	Social housing exits: incidence, motivations and consequences
30674	FR	Underemployment and housing insecurity: an empirical analysis of HILDA data
51002	FR	Thirty years of public housing supply and consumption: 1981–2011
51002	FR	Generational change in home purchase opportunity in Australia
53021	FR	Housing affordability dynamics: new insights from the last decade
70704	FR	Understanding the spatial impacts of direct and indirect government housing expenditure
51018	FR	Changes in the supply of affordable housing in the private rental sector for lower income households, 2006–11
52012	FR	Processes for developing affordable and sustainable medium-density housing models for greyfield precincts
71006	FR	Strategies of Australia's leading not-for-profit housing providers: a national study and international comparison
53027	FR	The structural drivers of homelessness in Australia 2001–11
72010	FR	Community Land Trusts and Indigenous communities: from strategies to outcomes
21024	FR	Supportive housing to address homelessness
51018	FR	Supply shortages and affordability outcomes in the private rental sector: short and longer term trends
41022	FR	Housing priorities of people with dementia: security, continuity and support
70704	FR	Disadvantaged places in urban Australia: residential mobility, place attachment and social exclusion
53021	FR	Factors shaping the dynamics of housing affordability in Australia 2001–11
53033	FR	Rooming house futures: governing for growth, fairness and transparency
71040	FR	Moving to my home: housing aspirations, transitions and outcomes of people with disability
70704	FR	Addressing concentrations of disadvantage in urban Australia
53042	FR	Entries and exits from homelessness: a dynamic analysis of the relationship between structural conditions and individual characteristics
72031	FR	The opportunity of unlisted wholesale residential property funds in enhancing affordable housing supply
73034	FR	The relationship between intergenerational transfers, housing and economic outcomes
53035	FR	Making connections: housing, productivity and economic development

Attachment 1: Summary of all published research 2014–17
(continued)

REPORTS		TITLE
82028	FR	The cost effectiveness of Australian tenancy support programs for formerly homeless people
41051	FR	Individualised and market-based housing assistance: evidence and policy options
73038	FR	Housing markets, economic productivity, and risk: international evidence and policy implications for Australia - Volume 1: Outcomes of an Investigative Panel
73038	FR	Housing markets, economic productivity, and risk: international evidence and policy implications for Australia - Volume 2: Supplementary papers
82015	FR	The housing and homelessness journeys of refugees in Australia
71025	FR	Assessing management costs and tenant outcomes in social housing: recommended methods and future directions
71053	FR	NDIS, housing assistance and choice and control for people with disability
51020	FR	Accessing and sustaining private rental tenancies: critical life events, housing shocks and insurances
21705	FR	Indigenous lifeworlds, conditionality and housing outcomes
71032	FR	Housing affordability, central city economic productivity and the lower income labour market
51052	FR	Housing assistance need and provision in Australia: a household-based policy analysis
31036	FR	The role of private rental brokerage in housing outcomes for vulnerable Australians
53082	FR	Transforming public housing in a federal context
82028	FR	What are the health, social and economic benefits of providing public housing and support to formerly homeless people?
73041	FR	House prices, household debt and labour supply in Australia
81043	FR	Subsidised affordable rental housing: lessons from Australia and overseas
71084	FR	Profiling Australia's affordable housing industry
41050	FR	Individualised housing assistance: findings and policy options
82091	FR	The financing, delivery and effectiveness of programs to reduce homelessness
41037	FR	Reviewing housing management on remote Indigenous communities
51093	FR	Safe and sound? How funding mix affects homelessness support for Indigenous Australians
71081	FR	Recent housing transfer experience in Australia: implications for affordable housing industry development
51092	FR	The funding and delivery of programs to reduce homelessness: the case study evidence
53072	FR	A new look at the channels from housing to employment decisions
53083	FR	Transformative transfers: growing capacities in UK social housing
71040	FR	Shared home ownership by people with disability
71084	FR	Developing the scale and capacity of Australia's affordable housing industry
82090	FR	The AHURI Inquiry on homelessness funding in Australia
73071	FR	Housing tenure, mobility and labour market behaviour

REPORTS		TITLE
81073	FR	Housing supply responsiveness in Australia: distribution, drivers and institutional settings
73074	FR	Housing prices, household debt and consumer spending
31030	FR	Lived experiences of housing and community infrastructure among Indigenous people with disability
53075	FR	Housing, multi-level governance and economic productivity
81070	FR	Inquiry into housing policies, labour force participation and economic growth
53039	FR	Australian demographic trends and implications for housing assistance programs
81069	FR	Modelling housing need in Australia to 2025
71101	FR	The opportunities, risks and possibilities of social impact investment for housing and homelessness
70704	RP	Addressing concentrations of disadvantage Auburn case study report
70704	RP	Addressing concentrations of disadvantage—Emerton/Mount Druitt case study report
70704	RP	Addressing concentrations of disadvantage—Logan Central / Logan City case study report
52012	RP	Processes for developing affordable and sustainable medium-density housing models for greyfield precincts – Appendix 1
52012	RP	Processes for developing affordable and sustainable medium-density housing models for greyfield precincts – Appendix 2
53033	RP	Rooming house futures: governing for growth, transparency and fairness - Victorian Discussion Paper
53033	RP	Rooming house futures: governing for growth, transparency and fairness - New South Wales Discussion Paper
21705	RP	Housing conditionality, Indigenous lifeworlds and policy outcomes - Palm Island case study
21705	RP	Housing conditionality, Indigenous lifeworlds and policy outcomes - Tennant Creek case study
21705	RP	Housing conditionality, Indigenous lifeworlds and policy outcomes - Logan case study
21705	RP	Housing conditionality, Indigenous lifeworlds and policy outcomes - Mt Isa case study
21705	RP	Housing conditionality, Indigenous lifeworlds and policy outcomes - Western Australian case study
71025	PP	Assessing management costs and tenant outcomes in social housing: developing a framework
53042	PP	Examining the relationship between structural factors, individual characteristics, and homelessness
31036	PP	The role of private rental support programs in housing outcomes for vulnerable Australians
73034	PP	The relationship between intergenerational transfers, housing and economic outcomes
53039	PP	Australian demographic trends and their implications for housing subsidies
41037	PP	Identifying effective arrangements for tenancy management service delivery to remote Indigenous communities
72031	PP	The opportunity of residential property investment vehicles in enhancing affordable rental housing supply
73041	PP	House prices, mortgage debt and labour supply: evidence from Australian households
31030	PP	Housing and Indigenous people living with a disability: lived experiences of housing and community infrastructure

Attachment 1: Summary of all published research 2014–17
(continued)

REPORTS		TITLE
71016	RAP	How can governments encourage institutional investment to increase the supply of affordable rental housing?
81004	RAP	Housing equity withdrawal in Australia
30699	RAP	Marginal rental housing—what is it, and how should it be managed?
82014	RAP	The cost and net benefit of homelessness programs
70687	RAP	Downsizing amongst older Australians
20640	RAP	How is crowding in Indigenous households managed?
53011	RAP	The edges of home ownership
82013	RAP	How integrated are homelessness, mental health and drug and alcohol services in Australia?
71007	RAP	Understanding and addressing local opposition to affordable housing projects
71008	RAP	Public stock transfers to community housing the best option for sustainable and financially supportable housing system
50683	RAP	How has the private rental sector changed in recent decades, particularly for long-term private renters?
30643	RAP	What might reduce delays in the completion of suburban houses?
30634	RAP	Labour in the housing construction sector
20610	RAP	What can we learn from householder and service provider experiences of forced exits from private rental?
81009	RAP	Financing residential development in Australia
71026	RAP	What are the incidence, motivations and consequences of social housing exits?
21005	RAP	Preventing first time homelessness amongst older Australians
30674	RAP	What is the relationship between underemployment and housing insecurity?
53027	RAP	What is driving homelessness in Australia?
52012	RAP	Strategically using public housing assets could transform our middle suburbs
51018	RAP	Shortage of affordable private rental housing increasing
53021	RAP	Addressing recurring or protracted episodes in housing affordability stress 2001–11
53001	RAP	Is de-concentrating social housing a useful policy to promote wellbeing?
21024	RAP	The role of single-site supportive housing in addressing homelessness
72010	RAP	How Community Land Trust principles can respond to housing aspirations and circumstances of Indigenous communities
41022	RAP	How can we improve housing and care for people with dementia?
71006	RAP	How are leading not-for-profit housing providers adapting their organisations to new challenges?
53033	RAP	How can we improve rooming house regulation?
73034	RAP	How do intergenerational transfers affect housing and wealth?
72031	RAP	Unlisted wholesale residential property funds can help boost affordable housing supply
71040	RAP	Addressing the housing needs of participants is critical to NDIS success

REPORTS		TITLE
71025	RAP	Assessing management costs and tenant outcomes in social housing
51020	RAP	Identifying assistance to sustain low to moderate income private rental tenancies
53042	RAP	Understanding entries and exits from homelessness: due to individuals' characteristics or housing and labour markets?
21705	RAP	Understanding how policy and tenancy management conditionality can influence positive housing outcomes for Indigenous Australians
71032	RAP	Is deteriorating housing affordability reducing lower income central city worker supply and productivity?
31036	RAP	The role of private rental brokerage programs in housing outcomes for vulnerable Australians
53035	RAP	Housing, productivity and economic development
73038	RAP	An efficient and responsive housing market for sustainable urban growth and social inclusion
73041	RAP	What impact do house prices have on household debt and labour supply in Australia?
82028	RAP	The economic benefits of providing public housing and support to formerly homeless people
41037	RAP	Remote Indigenous housing is best delivered through locally adapted arrangements
31030	RAP	The lived experiences of housing among Indigenous people with disability
81043	ES	Subsidised affordable rental housing: lessons from Australia and overseas
71084	ES	Profiling Australia's affordable housing industry
41050	ES	Individualised housing assistance: findings and policy options
82091	ES	The financing, delivery and effectiveness of programs to reduce homelessness
51093	ES	Safe and sound? How funding mix affects homelessness support for Indigenous Australians
71081	ES	Recent housing transfer experience in Australia: implications for affordable housing industry development
51092	ES	The funding and delivery of programs to reduce homelessness: the case study evidence
53072	ES	A new look at the channels from housing to employment decisions
53083	ES	Transformative transfers: growing capacities in UK social housing
71084	ES	Developing the scale and capacity of Australia's affordable housing industry
82090	ES	The AHURI Inquiry on homelessness funding in Australia
73071	ES	Housing tenure, mobility and labour market behaviour
81073	ES	Housing supply responsiveness in Australia: distribution, drivers and institutional settings
73074	ES	Housing prices, household debt and consumer spending
53075	ES	Housing, multi-level governance and economic productivity
81070	ES	Inquiry into housing policies, labour force participation and economic growth
53039	ES	Australian demographic trends and implications for housing assistance programs
81069	ES	Modelling housing need in Australia to 2025
71101	ES	The opportunities, risks and possibilities of social impact investment for housing and homelessness

Attachment 2: Ongoing AHURI Inquiries and research projects at 30 June 2017

1 Social housing as infrastructure

Inquiry leader: Julie Lawson

This AHURI Inquiry will establish the policy rationale defining social housing as infrastructure; provide a business case for funding and financing it; and recommend an appropriate investment pathway. It is informed by analysis of national and international argumentation, aware of current barriers and emerging financing models and outlines costs to government.

Three supporting research projects:

1.1 A conceptual analysis of social housing as infrastructure

This project will draw upon a synthesis of international and Australian research and experience and interviews with key international informants and local stakeholders with expertise in infrastructure, housing policy and federal-state relations to develop a persuasive, empirically and conceptually robust case for social housing to be treated as essential infrastructure.

Led by: Kathleen Flanagan

1.2 The business case for social housing as infrastructure

This project will investigate business case frameworks to treat social housing as infrastructure. This includes crafting a conceptual and analytical economic framework to incorporate the full range of public welfare costs and benefits associated with social housing investment. The results will help improve investment decisions for social housing.

Led by: Jago Dodson

1.3 An investment pathway to provide social housing infrastructure

This project will define an investment pathway that would follow from the re-conceptualisation of social housing as infrastructure. This will be founded on an evaluation of emerging Australian and international practice and on modelling the financial feasibility and cost-to-government impacts of various funding scenarios.

Led by: Julie Lawson

2 Potential of new technologies to disrupt housing policy

Inquiry leader: Chris Pettit

This AHURI Inquiry will equip housing policy-makers, providers and consumers to engage productively with emergent digital and disruptive technologies. By evaluating first-wave change, emerging developments and future possibilities, it will assess the prospects for enhanced efficiency, effectiveness and equity in housing policy and assistance through digital innovation.

Three supporting research projects:

2.1 Understanding the 'disruption ecosystem'—a review of current and emerging technological disruptions

This project will map the 'disruption ecosystem' to provide a conceptual framework for understanding how new digital technologies might reshape housing provision and assistance. It will involve a detailed literature review on such innovations, complemented by tech workshops to collaboratively explore implementation options with the housing sector.

Led by: Chris Pettit

2.2 Technological disruption in private housing markets: the case of Airbnb

This project will examine the impact of Airbnb, a first-wave disruptive housing technology, on the utilisation of private housing in Sydney and Melbourne. It will provide policy-makers with critical insights into Airbnb's impact on housing opportunity in these cities, and the implications for regulating the platform equitably, effectively and efficiently.

Led by: Laura Crommelin

2.3 Could market design and technological disruption of housing and housing assistance improve social and economic outcomes?

Using a market design approach to elucidate the economic transformation enabled by digital platforms, this project will 'redesign' the private rental sector, and social housing allocations, as the key forms of housing assistance, and examine housing supply and affordability to test Market design solutions to some intractable problems.

Led by: Andrea Sharam

3 Integrated housing support for vulnerable families

Inquiry leader: kylie valentine

This AHURI Inquiry will focus on the provision of integrated housing support for families, including those affected by domestic and family violence. It will provide significant new knowledge on the gendered nature of housing insecurity, housing pathways, and transition points at which culturally safe and holistic service responses are effective.

Three supporting research projects:

3.1 Housing outcomes after domestic and family violence

This project will examine the safety of, risks to, and wellbeing outcomes for women and children who move house after leaving family violence. Using a housing pathways approach, it will identify where and how a more integrated service response at critical intervention points can improve outcomes for family violence survivors.

Led by: Kathleen Flanagan

3.2 Improving housing and service responses to family violence for Indigenous individuals and families

This project will examine how housing and other service responses to family and domestic violence could be improved to meet the needs of Aboriginal individuals and families. It will aid understanding of interactions between housing policy and assistance and other policy settings, and the impact on individuals, families and communities.

Led by: Kyllie Cripps

3.3 Family impacts of social housing legal responses to occupier misconduct

This project will document the use of legal proceedings by Australian social housing providers against tenants where there has been misconduct by a household member, and consider whether laws, policies and practices make appropriate provision in relation to women, children, Indigenous families and families with alcohol or other drug issues.

Led by: Chris Martin

4 Housing aspirations and constraints for lower income Australians

Inquiry leader: Wendy Stone

This AHURI Inquiry will explore the housing constraints facing diverse populations of lower income Australians and to establish how existing and innovative housing solutions can support their shelter and non-shelter aspirations across the life-course from young adulthood to later-life.

Three supporting research projects:

4.1 Young Australians and the housing aspirations gap

This research will investigate the short, medium and long-term shelter and non-shelter aspirations and trade-offs of lower income young adults aged 18–34 years. It will provide policy-makers with an evidence base for policy innovation needed to close an emerging housing aspirations gap and build capacity in moving households towards independence.

Led by: Sharon Parkinson

4.2 Mid-life Australians and the housing aspirations gap

This project will deliver a comprehensive account of the diverse housing circumstances of Australians at mid-life (35–54); elicit their housing aspirations and trade-offs; examine housing challenges and enablers; and ‘market test’ future housing possibilities including among vulnerable populations, to inform optimal policy development, via an integrated suite of innovative mixed-method analyses.

Led by: Wendy Stone

4.3 Older Australians and the housing aspirations gap

This research will investigate the short, medium and long-term shelter and non-shelter aspirations and trade-offs of later-life Australians aged 55+. It will provide policy-makers with an evidence base for policy innovation needed to deliver the housing and housing assistance required to meet the diverse aspirations of later-life Australian

Led by: Amity James

5 The future of the private rental sector

Inquiry leader: Kath Hulse

This AHURI Inquiry provides a detailed, evidence-based understanding of the contemporary drivers and dynamics of institutional change in the Australian private rental sector and the consequent opportunities and challenges for improving the performance of the sector for the future, with a particular focus on lower-income households.

Three supporting research projects:

5.1 The institutional dynamics of the Australian private rental sector: prospects and opportunities

This project will scope, map and analyse institutional change in the Australian private rental sector (PRS). It will provide policy-makers with a comprehensive view of contemporary PRS institutional drivers and dynamics, and implications for future reform of the PRS to improve performance in terms of equity, efficiency and effectiveness.

Led by: Kath Hulse

5.2 Innovation and change in the institutions of private rental housing: An international review

Internationally, as private rental sectors have grown their corporate forms, finance mechanisms, ancillary services, dwelling forms and regulatory regimes have evolved. Responses by experts to a questionnaire, together with reports from selected countries, will be analysed to consider lessons for the Australian PRS, particularly as they affect low-income tenants.

Led by: Chris Martin

5.3 Improving outcomes for lower-income private renter households: opportunities and challenges

This project investigates the barriers and opportunities for lower-income private renters navigating the Australian PRS in the context of institutional change. It will enable policy-makers to consider the challenges and opportunities for innovation in delivering better outcomes at the low end of the PRS for the future.

Led by: Sharon Parkinson

6 Increasing affordable housing supply: evidence-based principles and strategies for Australian policy and practice

Inquiry leader: Nicole Gurran

This AHURI Inquiry examines efforts to increase affordable housing supply, focusing on government-industry partnerships, planning levers and 'best practice' housing projects. Informed by international and local practice, it identifies principles and policy options for different market contexts and will develop a model for estimating affordability outcomes for various policy scenarios in different market contexts.

Three supporting research projects:

6.1 Government led innovations in affordable housing delivery

This supporting research project will examine how governments have catalysed market activity to deliver affordable housing and generated industry innovation through investment, partnerships, institutional support, financial products and tenure arrangements. Using systematic reviews of specific policy strategies and organisations, the project will identify key factors that drive affordable housing delivery.

Led by: Steven Rowley

6.2 Supporting affordable housing supply: inclusionary planning in new and renewing communities

This project examines established Australian and international practice in delivering affordable housing supply through the planning system. Using case studies and primary evidence of outcomes over time, the project distils principles for designing inclusionary planning models that enable and increase affordable supply under different policy and market scenarios and cycles.

Led by: Nicole Gurran

6.3 Affordable housing prospects in different market contexts

This project will investigate the financial parameters and affordability outcomes of selected 'best practice' new housing projects. The collected evidence will be used to develop an affordable housing model that is capable of estimating affordability outcomes for given policy scenarios in different market contexts.

Led by: Bill Randolph

7 Social impact investment for housing and homelessness outcomes

Inquiry leader: Kristy Muir

This AHURI Inquiry investigates the opportunity, capacity and ability of social impact investments to create social change in housing and homelessness in Australia. Drawing on national and international evidence and new empirical data, findings will inform Australian housing affordability and homelessness policy.

Three supporting research projects:

7.1 The opportunities, risks and possibilities of social impact investment for housing and homelessness

This project developed an understanding of the opportunities, risks and possibilities of social impact investment for housing and homelessness in Australia. It examined national and international evidence of how social impact investment has been applied to housing, homelessness and related social policy areas.

Led by: Kristy Muir

7.2 Understanding opportunities for social impact investment in the development of affordable housing

Data from mapping, interviews and case studies will be used to determine the extent of, and potential for, social impact investment in affordable housing in Australia. The research will explore sector motivation, criteria for investment, innovation and barriers, and future opportunities.

Led by: Andrea Sharam

7.3 Supporting vulnerable households to achieve their housing goals: the role of impact investment

This research project examines how social impact investment may expand housing options for vulnerable seniors, people with disabilities and homeless people, and improve outcomes for homeless people through social enterprises. The four impact investment vehicles examined are mutual funds, social impact bonds, venture capital and loans.

Led by: Richard Heaney

8 Pathways to housing tax reform

Inquiry leader: Richard Eccleston

This AHURI Inquiry will establish a viable, evidence-based strategy for breaking the political deadlock afflicting Australian housing tax policy. It will identify a pathway to reform that balances political imperatives against technical policy objectives by integrating practical policy analysis with economic modelling in three central elements of Australia's housing tax regime.

Three supporting research projects:

8.1 Income tax treatment of housing assets: An assessment of proposed reform arrangements

This project will model pathways to reform the income tax treatment of property assets, including capital gains tax provisions and negative gearing. The project will analyse the distribution of housing tax expenditures under current tax provisions, as well as the potential distributional and behavioural impacts of alternative reform scenarios.

Led by: Alan Duncan

8.2 Retirement savings policy and asset portfolio decisions of Australian households, 2002–14

Housing in Australia is characterised by advantageous tax treatment relative to other asset classes. This research project provides insights into the asset portfolio decisions of Australian households and the increasingly important issue of how the tax/transfer system influences housing choices for retirement.

Led by: Stephen Whelan

8.3 Pathways to state housing and land tax reform

This project develops and models viable 'pathways' for state and territory governments to transition from transaction based conveyance duties to a broad-based recurrent land taxes. Such reforms would enhance economic efficiency, State financial sustainability and housing affordability.

Led by: Richard Eccleston

Standalone research project:

Housing impacts for Australian children and adolescents; including Indigenous children in remote Australia

Attachment 3: Inquiry panel members for completed Inquiries

2016

Inquiry panel members for ‘Individualised forms of welfare provision and reform of Australia’s housing assistance system’:

- Steve Bevington, Managing Director, Community Housing Limited
- Bruce Bonyhady AM, Chair of the Board of the National Disability Insurance Agency
- Philip Fagan-Schmidt PSM, Executive Director, Housing SA
- Patrick McClure AO, Director of Governance & Strategy, Institute of Strategic Management
- Peter White, CEO, Housing and Disability Reform, Department of Health & Human Services (Tasmania)

2017

Inquiry panel members for ‘Housing policies, labour force participation and economic growth’:

- Mary Cavar, Assistant Commissioner, Productivity Commission
- Marilyn Chilvers, Executive Director, Analysis and Research, Department of Family and Community Services, NSW
- Shane Garrett, Senior Economist, Housing Industry Association Limited
- Michael Lennon, Managing Director, Housing Choices Australia
- Marty Robinson, Principal Adviser, Social Policy Division, Treasury, Australian Government

Inquiry panel members for ‘Funding and delivery of programs to reduce homelessness’:

- Marion Bennett, Head of Policy and Advocacy, Mission Australia
- Shane Hamilton, Chief Executive, NSW Aboriginal Housing Office
- Tony Keenan, CEO, Launch Housing (formerly CEO, Hanover Welfare Services)
- David Matthews, Executive Director, Housing and Community Services, ACT Government.
- Julie Oberin, National Chairperson, Women’s Services Network (WESNET)
- Glenda Stevens, CEO, Homelessness Australia
- Stewart Thomas, Branch Manager for Housing and Homelessness, Department of Social Services
- Facilitator: Michael Fotheringham, Deputy Executive Director, AHURI Limited

Inquiry panel members for ‘Affordable housing industry capacity’:

- Khalid Ahmed, formerly ACT Treasury
- Hal Bisset, housing consultant & third sector housing expert
- David Cant, CEO, BHC Affordable Housing
- Phillip Fagan-Schmidt PSM, Executive Director, Housing SA
- Annette Gallard, former senior NSW public servant, board member, SGCH Ltd
- Rebecca Pinkstone, NSW Branch Chair, Australasian Housing Institute
- Iain Scott, Group Manager, Department of Social Services, Australian Government
- Facilitator: Brian Elton, Managing Director, Elton Consulting

Attachment 4: Editorial Board

PEER REVIEWER	AFFILIATION	COUNTRY
Prof Peter Abelson	Previously visiting scholar University of Sydney; Managing Director of consultancy Applied Economics, Principal Economics Advisor NSW Treasury	Australia
Prof Frank Alexander	Emory University (USA)	USA
Prof Chris Andersen	Faculty of Native Studies, University of Alberta (Canada)	Canada
Prof Isobel Anderson	Uni of Stirling	UK
Dr Alan Anderson	Professor Emeritus. Department of Sociology, University of Saskatchewan (Canada)	Canada
Prof Roger Andersson	Uppsala University	Sweden
Prof Rowland Atkinson	Sheffield	UK
Dr Blair Badcock	Former Housing New Zealand Corporation (NZ)	Australia
Prof Michael Ball	Urban and Property Economics; Centre for Real Estate Research, The University of Reading (England)	United Kingdom
Prof Scott Baum	Griffith University (Australia)	Australia
Ass/Professor Yale Belanger	Native American Studies, University of Lethbridge (Canada)	Canada
Prof Chris Bigby	La Trobe University	Australia
Prof Steven Bourassa	School of Urban and Regional Planning, Florida Atlantic University (USA)	USA
Prof Glen Bramley	Heriot-Watt University, Edinburgh, Scotland	UK
Prof Philip Brown	Sustainable Housing & Urban Studies Unit (SHUSU), University of Salford	United Kingdom
Dr Heather Buckingham	University of Birmingham	United Kingdom
Dr Gemma Burgess	Cambridge Centre for Housing and Planning Research	United Kingdom
Dr Volker Busch-Geertsema	Association for Innovative Social Research and Social Planning (GISS, Bremen, Germany). Honorary Research Fellow, Institute for Social Policy, Housing and Equalities Research Herriot Watt University	United Kingdom/Germany
Prof Rebecca Chiu	Centre of Urban Studies and Urban Planning, Hong Kong (China)	China
Prof David Clapham	University of Reading (England)	United Kingdom
Prof Tony Crook	Emeritus Professor of Town & Regional Planning at University of Sheffield, UK	United Kingdom
Prof Tony Crook	Emeritus Professor of Town & Regional Planning at University of Sheffield, UK	United Kingdom
Karen Croucher (Research Fellow)	Centre for Housing Policy, University of York	United Kingdom
Prof Guy Daly	Faculty of Health & Life Sciences, Coventry University	United Kingdom
Prof James Dunn (Jim)	McMaster University	Canada

Attachment 4: Editorial Board
(continued)

PEER REVIEWER	AFFILIATION	COUNTRY
Dr Anne Ellaway	Social & Public Health Sciences Unit, Honorary Professor in the Institute of Health and Wellbeing, University of Glasgow	Scotland
Prof Dirk Early	Southwestern University (TX)	USA
Prof Ruth Fincher	University of Melbourne (Australia)	Australia
Ass Prof Michael Fine	Macquarie University, Sydney (Australia)	Australia
Prof Suzanne Fitzpatrick	Heriot-Watt University, Edinburgh, Scotland, Director of institute ISPHERE	United Kingdom
Emeritus Professor Janet Ford	Centre for Housing Policy, University of York	United Kingdom
Prof Ray Forrest	ESRC Centre for Neighbourhood Research; Centre for Urban Studies, University of Bristol (England)	United Kingdom
Prof Lance Freeman	Columbia University (USA)	USA
Prof Kenneth Gibb	Department of Urban Studies, University of Glasgow (Scotland)	United Kingdom
Prof Lee Godden	University of Melbourne (Australia)	Australia
Dr Xiaodong Gong	ANU or University of Canberra (NATSEM)	Australia
Professor Marty Grace	Victoria University (Australia)	Australia
Dr Robyn Hardy, Adjunct Professor	University of Canberra	Australia
Prof Carol Harvey	Melbourne University	Australia
Prof Philippa Howden-Chapman	University of Otago	NZ
Prof Rob Imrie	Goldsmiths, University of London	United Kingdom
Prof Robyn Keast	Southern Cross University, School of Business and Tourism	Australia
Prof Sarah Johnsen	Heriot-Watt University, Edinburgh, Scotland	United Kingdom
Dr Noah Karley	Anglia Ruskin University	United Kingdom
Ms Kathleen Kelly	Joseph Rowntree Foundation (England)	United Kingdom
Prof Peter Kemp	University of Oxford	United Kingdom
Prof Keith Kintrea	University of Glasgow (Scotland)	United Kingdom
Prof John Landis	University of Pennsylvania	USA
Stephen Lee (Senior lecturer)	Cass Business School, City University London	United Kingdom
Prof Heather MacDonald	Head of School, School of the Built Environment, University of Technology Sydney (UTS) (Australia)	Australia
A/Prof Vince Mangioni	Property Economics and Development in the School of Built Environment UTS	Australia
Professor Greg Marston	University of Queensland (Adjunct at Queensland University of Technology (QUT))	Australia

PEER REVIEWER	AFFILIATION	COUNTRY
Prof Kirk McClure	University of Kansas	USA
Professor Steve McKay	University of Lincoln	UK
Dr Sarah Monk	Cambridge University, Cambridge Centre for Housing and Planning Research (CCHPR) (England)	United Kingdom
Professor Moira Munro	School of social and political sciences, University of Glasgow	United Kingdom
Professor John Muellbauer	University of Oxford	UK
Prof Catherine Needham	University of Birmingham, Health Services Management Centre	United Kingdom
Dr Ann Neville, Honorary Associate Professor	Social Policy Institute, Crawford School of Government ANU	Australia
Professor David Newhouse	Department of Indigenous Studies, Trent University	Canada
Prof Kevin O'Connor	Melbourne University	Australia
Professor Dan O'Flaherty (Brendan)	Columbia University (USA)	USA
Prof Michael Oxley	University of Cambridge, Cambridge Centre for Housing Planning Research (CCHPR)	United Kingdom
Prof Chris Paris	Emeritus Prof at University of Ulster, UK	United Kingdom
Prof Harvey Perkins	University of Auckland (NZ)	New Zealand
Dr Evelyn Peters	Institute of Urban Studies, Dept of Geography, University of Winnipeg (Canada)	Canada
Ben Phillips	Australian National University, Centre for Social Research and Methods	New Zealand
Australia	Institute of Urban Studies, Dept of Geography, University of Winnipeg (Canada)	Canada
Ben Phillips	Australian National University, Centre for Social Research and Methods	Australia
Prof Deborah Phillips	School of Geography and the Environment, University of Oxford	United Kingdom
Dr James Rees (Research Fellow)	The Open University (formerly Birmingham)	United Kingdom
Dr Catherine Robinson	Social Action & Research Centre at Anglicare Tasmania	Australia
Dr Will Sanders	Centre for Aboriginal Economic Policy Research, ANU(Australia)	Australia
Prof Alex Schwartz	The New School, New York	USA
Prof Qing Shen	School of Architecture, Planning and Preservation, University of Maryland (USA)	USA
Associate Professor Wendy Steele	Sustainability and Urban Planning, RMIT	Australia

Attachment 4: Editorial Board
(continued)

PEER REVIEWER	AFFILIATION	COUNTRY
Prof Mark Stephens	Institute for Housing, Urban & Real Estate Research; Heriot-Watt University	United Kingdom
Dr Lisa Strelein	Australian Institute of Aboriginal and Torres Strait Islander Studies	Australia
Prof Patrick Sullivan	Adjunct Professor at NCIS ANU, Professor at the Nulungu Research Institute, University of Notre Dame, Broome	Australia
A/Prof Fengyang Tang	University of Pittsburgh: School of social work (USA)	USA
A/Prof Annabel Taylor	Central Queensland University	Australia
Prof David Thorns	Social Science Research Centre, University of Canterbury (NZ)	New Zealand
Prof Rebecca (Becky) Tunstall	University of York (England)	United Kingdom
Prof Ivan Turok	Economic Performance & Development Unit, Human Sciences Research Council	South Africa (previously at Glasgow University, Scotland)
Associate Prof Alan Walks	Department of Geography, University of Toronto	Canada
Dr Deborah Warr	Honorary Principal Fellow University of Melbourne	Australia
Professor Yvonne Wells	La Trobe University	Australia
Prof Christine Whitehead	University of Cambridge, Cambridge Centre for Housing & Planning Research. Emeritus Professor of the London School of Economics and Political Science (England)	United Kingdom
A/Prof Roger Wilkins	University of Melbourne (Australia)	Australia
Dr Peter Williams	Director of Cambridge Centre for Housing and Planning Research (CCHPR)	UK
Prof Andrew Worthington	Griffith University (Australia)	Australia

Attachment 5: Postgraduate Scholarship Top-Up recipients 2014–17

NAME	AHURI RESEARCH CENTRE	THESIS TITLE
Francesca Perugia	UWA	Design matters. Targeting appropriate design in affordable housing for Culturally and Linguistically Diverse migrant groups
Jemma Green	Curtin	What are the challenges and synergies to delivering low cost and low carbon housing in Perth and how can this be mainstreamed?
Jasmine Palmer	Adelaide	Policy, Planning and Design in Australian Higher-Density Urban Futures with particular reference to collaborative spaces, urban regeneration and spatial equality.
Elizabeth Whittaker	UNSW	The association between homelessness and substance use in two Housing First programs in Sydney
Luc Borrowman	Monash	Housing affordability using the residual method in the Australian context
Melanie Andersen	UNSW	Housing and its relationship to health for Aboriginal people in urban NSW
Simon Colman	RMIT	Energy efficient urban forms: exploring the relationship between energy use and the spatial characteristics of cities
Mandy Brent-Houghton	Swinburne	The Invisible Descent into Poverty: Older, Single Women in Australia
Shae Hunter	Swinburne	How do structures and practices in the Australian private rental sector contribute to the livability and environmental performance of properties?
Tamlin Gorter	Tasmania	How social theory has informed the development of housing studies, and the usefulness of this contribution for framing contemporary housing problems
Gina Zappia	Tasmania	Housing in the private rental sector: a site for investment or a place to live? Investigating the interplay between landlords, tenants, and the structures that inform the experience of secure occupancy
Rachel Bills	Adelaide	Cool or Cook: Thermal Comfort, Affordability and Health in Housing for Ageing Australians
Annette Bardsley	Adelaide	Demographic Change, Bushfire risk and Biodiversity Conservation: conflicting policy goals in peri-urban regions within Mediterranean Australia and France
Christine Eon	Curtin	Low cost low carbon housing: what makes the most difference?
Christian Roggenbuck	RMIT	Community as 'learnt capacity' amongst residents with culturally diverse backgrounds in Masterplanned Estates
Catherine Gilbert	Sydney	Planning systems, policy change and housing market outcomes
Deb Batterham	Swinburne	Exploring the role of mobility, poverty and labour market attachment in explaining the relationship between structural factors and aggregate rates of homelessness in Australia

Attachment 5: Postgraduate Scholarship Top-Up recipients 2014–17
(continued)

NAME	AHURI RESEARCH CENTRE	THESIS TITLE
Johanna Mitchell	Curtin	Exploring innovative public land and finance arrangements that have promise for increasing the supply of affordable, urban housing in Australia
Salvin Gounder	Tasmania	An exploration of the financial problems faced by state housing authorities in managing their stock and the strategies to address these problems, including stock transfer to the community-housing sector
Katia Defendi	UWA	Temporary Settlements, Natural Resources, and Human Health: Searching for Balance Through Urban Metabolism
Chris Phelps	Curtin	Within-City Housing Price Dynamics and the Gentrification of Australian Neighbourhoods
Martin Larbi	Adelaide	Green Urbanism: Towards an Operational Framework and Application to Cities
Leanne Hodyl	RMIT	Understanding the psychological and social impacts of high-rise apartment living
Tanya Babaeff	Curtin	Participatory approaches to governance and community engagement for the creation of sustainable residential precincts.
Armin Mehdipour	Adelaide	Achieving the Sustainable Development of Brownfield Sites
Paul Stolz	Swinburne	An investigation of overcrowding as a 'risk of homelessness' or a 'form of homelessness'
Laura Wynne	Tasmania	Understanding the potential for new affordable housing models to reduce social exclusion and stigmatisation for tenants
Paula Hansen	Curtin	Uptake of a Shared Solar Storage Innovation: Dynamics and Dimensions
Alexander Kleeman	RMIT	Connections in the compact community: examining the impact of high density residential building design and local neighbourhood characteristics on residents' interpersonal relationships"
Alexander Gower	RMIT	Analysing design quality evaluation of apartments for policy and practice
Kate Fulton	Uni of Adelaide	The changing face of urban regeneration in Australia
Sukanya Rupa Ganguli	UNSW	How has the changing profile of overseas migration affected housing demand in Sydney: 2006 - 2016?
Philip Soos	Swinburne	An Analysis of Control Fraud in the Australian Housing and Mortgage Markets
Rachel Maguire	Swinburne	Understanding public housing provision in Melbourne: a comparative perspective

2014–15



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**Australian Housing and Urban Research Institute Limited
Funding Acquittal Report
For the year ended 30 June 2015**

	2015
	\$
Income	
Commonwealth Government Funding	1,322,744
State and Territory Government Funding	1,322,744
Total Income	<u>2,645,488</u>
Expenditure	
Research project commitments	2,376,080
Research project management commitments	408,522
Research project dissemination and engagement commitments	834,776
Research administration commitments	697,392
Total Commitments	<u>4,316,770</u>
Balance of Funds	<u>(1,671,282)</u>

Note 1: Accounting policies adopted in the preparation of Funding Acquittal Report

This is a special purpose financial acquittal report which has been prepared for the purpose of fulfilling the financial reporting obligation of the AHURI Limited directors under the National Housing Research Program Funding Agreement 2014-17.

The directors have determined that the accounting policies adopted are appropriate to meet the requirements of the Research Program Funding Agreement 2014-17.

2014–15

**Australian Housing and Urban Research Institute Limited
Funding Acquittal Report
For the year ended 30 June 2015**

**Note 1: Accounting policies adopted in the preparation of Funding Acquittal Report
(continued)**

(a) Revenue Recognition

Revenue is recognised when the Company has the unconditional right to receive the funding from the Australia, State and Territory Governments in accordance with the National Housing Research Program Funding agreement.

Any funding received that has continuing conditions and obligations is recognised initially as deferred income at fair value and when there is reasonable assurance the Company has complied with the conditions and obligations of the funding, it is recognised in the profit or loss.

Interest income is allocated on the basis of percentage of the Research Program revenue to the total AHURI Limited revenue for the financial year.

(b) Expenditure

Research project commitments are accrued in full, with the corresponding expense recognised in the profit and loss statement, at the time that the underlying project is contracted.

Administrative and project management commitments are recognised as an expenses on an accrual basis as expenditure is incurred.

(c) Research Project Payments

Research project payments are cash disbursements of amounts previously recognised as project commitments.

Directors' declaration

The directors confirm the basis of preparation is appropriate to fulfil the financial reporting obligation of the AHURI Limited directors under the National Housing Research Program Funding Agreement 2014-17.

In the opinion of the directors of the Australian Housing and Urban Research Institute Limited the funding acquittal report and notes are in accordance with the funding agreement.



Dr Ian Winter
Executive Director
Dated at Melbourne 16 September 2015

www.ahuri.edu.au



**Independent Auditor's Report on National Housing Research Program Funding Acquittal
Reporting to the directors of Australian Housing and Urban Research Institute Limited**

We have audited the accompanying National Housing Research Program Funding Acquittal Report ("the Report") reported to the Commonwealth of Australia and State and Territory Governments for Australian Housing and Urban Research Institute Limited ("AHURI Limited" or "the company") for the year ended 30 June 2015. The Report has been prepared by the directors using the basis of preparation described in Note 1.

Directors' responsibility for the report

The directors of the company are responsible for the preparation and fair presentation of the report in accordance with the basis of accounting described in Note 1, and for such internal control as the directors determine necessary to enable the preparation of the Report that is free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on the Report based on our audit. We conducted our audit in accordance with Australian Auditing Standards. Those standards require that we comply with relevant ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the Report is free from material misstatement.

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

These procedures have been undertaken to form an opinion whether, in all material respects, the Report is presented fairly in accordance with the basis of accounting described in Note 1 to the Report so as to present a view which is consistent with our understanding of the entity's financial performance.

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

2014–15



Independent audit report to the directors of Australian Housing and Urban Research Institute Limited (continued)

Independence

In conducting our audit, we have complied with the independence requirements of the Accounting Professional and Ethical Standards Board.

Auditor's opinion

In our opinion, the accompanying National Housing Research Program Funding Acquittal Report presents fairly, in all material respects, the financial performance of Australian Housing and Urban Research Institute Limited for the year ended 30 June 2015 in accordance with the basis of accounting described in Note 1 of the Report.

Basis of accounting and restriction on distribution and use

Without modifying our opinion, we draw attention to Note 1 to the Report, which describes the basis of accounting. The Report has been prepared as required by the Agreement for the purpose of reporting to the Commonwealth, State and Territory Governments. As a result, the Report may not be suitable for another purpose. Our report is intended solely for AHURI Limited and the Commonwealth, State and Territory Governments and should not be distributed to or used by other parties other than AHURI Limited or the Commonwealth, State and Territory Governments.

KPMG

KPMG

Melbourne

16th September 2015



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**Australian Housing and Urban Research Institute Limited
Funding Acquittal Report
For the year ended 30 June 2016**

	2016	2015
	\$	\$
Income		
Commonwealth Government Funding	1,349,199	1,322,744
State and Territory Government Funding	1,349,199	1,322,744
Total Income	<u>2,698,398</u>	<u>2,645,488</u>
Expenditure		
Research project commitments	2,441,299	2,376,080
Research project management commitments	279,279	408,522
Research project dissemination and engagement commitments	866,699	834,776
Research administration commitments	661,657	697,392
Total Commitments	<u>4,248,934</u>	<u>4,316,770</u>
Balance of Funds	<u>(1,550,537)</u>	<u>(1,671,282)</u>

Note 1: Accounting policies adopted in the preparation of Funding Acquittal Report

This is a special purpose financial acquittal report which has been prepared for the purpose of fulfilling the financial reporting obligation of the AHURI Limited directors under the National Housing Research Program Funding Agreement 2014-17.

The directors have determined that the accounting policies adopted are appropriate to meet the requirements of the Research Program Funding Agreement 2014-17.

2015–16

**Australian Housing and Urban Research Institute Limited
Funding Acquittal Report
For the year ended 30 June 2016**

**Note 1: Accounting policies adopted in the preparation of Funding Acquittal Report
(continued)**

(a) Revenue Recognition

Revenue is recognised when the Company has the unconditional right to receive the funding from the Australia, State and Territory Governments in accordance with the National Housing Research Program Funding agreement.

Any funding received that has continuing conditions and obligations is recognised initially as deferred income at fair value and when there is reasonable assurance the Company has complied with the conditions and obligations of the funding, it is recognised in the profit or loss.

Interest income is allocated on the basis of percentage of the Research Program revenue to the total AHURI Limited revenue for the financial year.

(b) Expenditure

Research project commitments are accrued in full, with the corresponding expense recognised in the profit and loss statement, at the time that the underlying project is contracted.

Administrative and project management commitments are recognised as an expense on an accrual basis as expenditure is incurred.


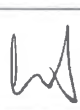
(c) Research Project Payments

Research project payments are cash disbursements of amounts previously recognised as project commitments.

Directors' declaration

The directors confirm the basis of preparation is appropriate to fulfil the financial reporting obligation of the AHURI Limited directors under the National Housing Research Program Funding Agreement 2014-17.

In the opinion of the directors of the Australian Housing and Urban Research Institute Limited the funding acquittal report and notes are in accordance with the funding agreement.

	
Dr Ian Winter Executive Director	Peter Cocks Company Secretary
18 October 2016	19 October 2016

www.ahuri.edu.au

Informing Australian housing and urban planning



Independent audit report to the directors of Australian Housing and Urban Research Limited

We have audited the accompanying National Housing Research Program Funding Acquittal Report ("the Report") reported to the Commonwealth of Australia and State and Territory Governments ("the Funding Body") for the National Housing Research Program ("the Program") of Australian Housing and Urban Research Ltd ("AHURI Ltd") for the period from 1 July 2015 to 30 June 2016. The Report has been prepared by management of AHURI Ltd based on the National Housing Research Program Agreement dated 19 September 2014 ("the Agreement") for the Program, for the purpose of fulfilling AHURI Ltd's reporting requirements to the Funding Body in accordance with the Agreement, using the basis of preparation described in Note 1 to the Report.

Directors' responsibility for the Report

The directors of AHURI Ltd are responsible for the preparation and fair presentation of the Report in accordance with Note 1 of the Report using applicable Accounting Standards and other mandatory professional reporting requirements in Australia as described in Note 1 to the Report, and for such internal control as the directors determine is necessary to enable the preparation of the Report that is free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on the Report to the directors of AHURI Ltd and to the Funding Body based on our audit. We conducted our audit in accordance with Australian Auditing Standards. Those standards require that we comply with relevant ethical requirements and plan and perform the audit to obtain reasonable assurance whether the Report is free from material misstatement.

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

Our procedures included examination, on a test basis, of evidence supporting the amounts disclosed in the Report. These procedures have been undertaken to form an opinion whether, in all material respects, the accompanying Report is presented fairly in accordance with the basis of accounting described in Note 1 to the Report.

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

2015–16



Independent audit report to the directors of Australian Housing and Urban Research Limited (continued)

Independence

In conducting our audit, we have complied with the independence requirements of the Accounting Professional and Ethical Standards Boards.

Auditor's opinion

In our opinion, the Report for the period from 1 July 2015 to 30 June 2016 presents fairly, in all material respects, in accordance with the Agreement using applicable Accounting Standards and other mandatory professional reporting requirements in Australia as described in Note 1 to the Report.

Basis of accounting and restriction on distribution and use

Without modifying our opinion, we draw attention to Note 1 to the Report, which describes the basis of accounting. The Report has been prepared as required by the Agreement for the Program for the purpose of reporting to the Funding Body. As a result, the Report may not be suitable for another purpose. Our report is intended solely for AHURI Ltd and the Funding Body and should not be distributed to or used by other parties.

KPMG

KPMG

A handwritten signature in black ink, appearing to read 'Dana Bentley'.

Dana Bentley

Partner

Melbourne
18 October 2016



National Office
Level 1, 114 Flinders Street
Melbourne Victoria 3000
Australia
Phone +61 3 9660 2300
Email information@ahuri.edu.au
Web www.ahuri.edu.au

**Australian Housing and Urban Research Institute Limited
Funding Acquittal Report
For the year ended 30 June 2017**

	2017	2016
	\$	\$
Income		
Commonwealth Government Funding	1,376,183	1,349,199
State and Territory Government Funding	1,376,182	1,349,199
Total Income	<u>2,752,365</u>	<u>2,698,398</u>
Expenditure		
Research project commitments	2,626,727	2,441,299
Research project management commitments	295,456	279,279
Research project dissemination and engagement commitments	957,483	866,699
Research administration commitments	789,541	661,657
Total Commitments	<u>4,669,207</u>	<u>4,248,934</u>
Balance of Funds	<u>(1,916,842)</u>	<u>(1,550,537)</u>

Note 1: Accounting policies adopted in the preparation of Funding Acquittal Report

This is a special purpose financial acquittal report which has been prepared for the purpose of fulfilling the financial reporting obligation of the AHURI Limited directors under the National Housing Research Program Funding Agreement 2014-17.

The directors have determined that the accounting policies adopted are appropriate to meet the requirements of the Research Program Funding Agreement 2014-17.

2016–17

**Australian Housing and Urban Research Institute Limited
Funding Acquittal Report
For the year ended 30 June 2017**

**Note 1: Accounting policies adopted in the preparation of Funding Acquittal Report
(continued)**

(a) Revenue Recognition

Revenue is recognised when the Company has the unconditional right to receive the funding from the Australia, State and Territory Governments in accordance with the National Housing Research Program Funding agreement.

Any funding received that has continuing conditions and obligations is recognised initially as deferred income at fair value and when there is reasonable assurance the Company has complied with the conditions and obligations of the funding, it is recognised in the profit or loss.

Interest income is allocated on the basis of percentage of the Research Program revenue to the total AHURI Limited revenue for the financial year.

(b) Expenditure

Research project commitments are accrued in full, with the corresponding expense recognised in the profit and loss statement, at the time that the underlying project is contracted.

Administrative and project management commitments are recognised as an expense on an accrual basis as expenditure is incurred.



(c) Research Project Payments

Research project payments are cash disbursements of amounts previously recognised as project commitments.

Directors' declaration

The directors confirm the basis of preparation is appropriate to fulfil the financial reporting obligation of the AHURI Limited directors under the National Housing Research Program Funding Agreement 2014-17.

In the opinion of the directors of the Australian Housing and Urban Research Institute Limited the funding acquittal report and notes are in accordance with the funding agreement.

	
Dr Ian Winter Executive Director	Peter Cocks Company Secretary
14 August 2017	14 August 2017

www.ahuri.edu.au

Informing Australian housing and urban futures



Independent Auditor's Report

To the Directors of the Australian Housing and Urban Research Institute Limited

Opinion

We have audited the **Funding Acquittal Report** of the National Housing Research Program (the Program) for the Australian Housing and Urban Research Institute Limited (the Company).

In our opinion, the accompanying **Funding Acquittal Report** of National Housing Research Program for the Australian Housing and Urban Research Institute Limited for the period from 1 July 2016 to 30 June 2017 is prepared, in all material respects, in accordance with the:

- i. basis of preparation in Note 1; and
- ii. the National Housing Research Program Agreement (the Funding Agreement) dated 19 September 2014 with Commonwealth of Australia and State and Territory (the Funding body).

The **Funding Acquittal Report** comprises:

- i. Statement of income and expenditure for the period from 1 July 2016 to 30 June 2017.
- ii. Notes on basis of preparation.
- iii. Directors' declaration.

Basis for opinion

We conducted our audit in accordance with *Australian Auditing Standards*. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Our responsibilities under those standards are further described in the *Auditor's responsibilities for the audit of the Funding Acquittal Report* section of our report.

We are independent of the Company in accordance with the ethical requirements of the *Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants* (the Code) that are relevant to our audit of the Funding Acquittal Report in Australia. We have fulfilled our other ethical responsibilities in accordance with the Code.

Emphasis of matter – basis of preparation and restriction on use and distribution

We draw attention to Note 1 to the Funding Acquittal Report, which describes the basis of preparation.

The Funding Acquittal Report has been prepared by the Management of the Australian Housing and Urban Research Institute Limited (the Company) for the purpose of meeting the Company's reporting requirements of the Funding Agreement. As a result, the Funding Acquittal Report and this Auditor's Report may not be suitable for another purpose.

Our report is intended solely for the Directors of the Company and the Commonwealth of Australia and State and Territory Governments and should not be used by or distributed to any other party. We disclaim any assumption of responsibility for any reliance on this Auditor's Report, or on the Funding Acquittal Report to which it relates to any person other than the Directors of the Company and the Funding body. Our opinion is not modified in respect of this matter.

2016–17



Responsibilities of the Management for the Funding Acquittal Report

The Management of the Company are responsible for:

- i. preparing a fairly presented Funding Acquittal Report in accordance with the Funding Agreement to the extent described in Note 1;
- ii. determining that the basis of preparation described in Notes 1 to the Funding Acquittal Report is appropriate to meet the requirements of the Funding Agreement. The basis of preparation is also appropriate to meet the needs of the Directors of the Company and the Funding body;
- iii. implementing necessary internal control to enable the preparation of a Funding Acquittal Report that is presented fairly and is free from material misstatement, whether due to fraud or error; and
- iv. assessing the Company's ability to continue as a going concern. This includes disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless they either intend to liquidate the Company or to cease operations, or have no realistic alternative but to do so.

Auditor's responsibilities for the audit of the Funding Acquittal Report

Our objective is:

- i. to obtain reasonable assurance about whether the Funding Acquittal Report as a whole is free from material misstatement, whether due to fraud or error; and
- ii. to issue an Auditor's Report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with *Australian Auditing Standards* will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error. They are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this Funding Acquittal Report.

A further description of our responsibilities for the Audit of the Funding Acquittal Report is located at the *Auditing and Assurance Standards Board* website at: [http://www.auasb.gov.au/auditors_files/ar\[4\].pdf](http://www.auasb.gov.au/auditors_files/ar[4].pdf). This description forms part of our Auditor's Report.

KPMG

KPMG

Dana Bentley

Partner

Melbourne

22 September 2017

Attachment 7: Completed Professional Services projects 2014–17

- 1** Indigenous Housing and Homelessness Policy, Practice and Research Network: Australian Department of Families, Housing, Community Services and Indigenous Affairs (FaHCSIA) / Department of Prime Minister and Cabinet, Indigenous Affairs Branch
- 2** Evaluation of the Springboard Program: Victorian Department of Human Services
- 3** Understanding institutional investment in affordable housing—Economically viable approaches and the policy landscape: TOGA Group
- 4** Tasmanian Affordable Housing Strategy: Tasmanian Department of Health and Human Services
- 5** White papers on the reform of the federation and tax reform—housing reform opportunities: Acil Allen Consulting / Victorian Department of Premier and Cabinet
- 6** Impact of housing cost subsidies on housing outcomes literature review: New Zealand Ministry of Social Development
- 7** Synthesis of leading evidence on successful housing interventions for priority groups requiring housing assistance: Victorian Department of Human Services
- 8** Understanding the role of socio-economic mix in urban renewal: Places Victoria
- 9** Social housing reform programme review: New Zealand Ministry of Social Development
- 10** Inquiry into property transfer methodologies: PowerHousing Australia
- 11** Reforming ACT Housing Policy: Australian Capital Territory Community Services Directorate
- 12** Inquiry into Indigenous housing and education: Department of Prime Minister and Cabinet, Indigenous Affairs Branch
- 13** Building for Baby Boomers - Policy Development Ministerial Roundtable series: Department of Social Services
- 14** Housing Ministers' Evidence Summaries Series: Housing and Homelessness Chief Executives Network
- 15** Early Review of the SHS Program: NSW Department of Family and Community Services
- 16** Social Housing Outcomes Framework : NSW Department of Family and Community Services
- 17** Queensland Housing Policy Development: Queensland Department of Housing and Public Works
- 18** Case Management and Domestic Violence Practice Frameworks: Housing Plus
- 19** Housing Practitioner Forums: Housing and Homelessness Senior Officers' Network
- 20** Homelessness Policy and Funding: Housing and Homelessness Senior Officers' Network
- 21** Homelessness amongst Former Australian Defence Force Personnel: Department of Veterans' Affairs
- 22** Homelessness Issues Paper: NSW Department of Family and Community Services
- 23** Evidence Review—Social and Economic Impacts of Housing Tenure: New Zealand Housing Foundation
- 24** Sydney Housing Strategy—Evidence Summaries: NSW Department of Planning and Environment
- 25** Evaluation of the Sustaining Young People's Tenancy Pilot Project: Queensland Department of Housing and Public Works
- 26** Post Occupancy Evaluation of Built Design—Scoping Literature Review & Environmental Scan: Summer Foundation
- 27** Evaluation of Wesley Mission's team-based case management approach: Wesley Mission
- 28** Research synthesis of social and economic outcomes of good housing for Aboriginal and Torres Strait Islander People: Department of Prime Minister and Cabinet
- 29** Housing, Homelessness and Mental Health—National Consultations: National Mental Health Commission
- 30** Housing Innovation Fund Scoping Study: Department of Social Services
- 31** Measuring and valuing the Wintringham dividend: Wintringham
- 32** How can Aboriginal housing in NSW provide the best opportunity for Aboriginal people?: NSW Aboriginal Housing Office
- 33** Assessment of the impact of energy efficiency standards in the Victorian private rental market: Victorian Department of Environment, Land, Water and Planning
- 34** SDA Demand Study: Summer Foundation
- 35** Housing, Homelessness and Mental Health—Research Priorities: National Mental Health Commission

Contact details

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Melbourne Victoria 3000

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ACN 090 448 918



twitter.com/AHURI_Research



facebook.com/AHURI.AUS



evid.in/AHURI_LinkedIn



Government of South Australia
Department of Human Services

Meeting with Minister Lensink
Level 12, 1 King William Street, Adelaide
Chief Executive, Department of Human Services

Meeting Date: Wednesday June 13, 11am – 12pm

Location: Level 12 South, 1 King William Street, Adelaide

Attendees: Tony Harrison, Chief Executive
Lois Boswell, Deputy Chief Executive
From 11:00 – 11:30: Phil Fagan-Schmidt, Executive Director, Housing SA
Fiona Mort, Director, Office for Women

From 11:20 – 12:00: Joe Young, Director, Strategy & Reform, NDIS Reform
Nick Ashley, Executive Director, NDIS Reform

Apologies: Nancy Rogers, Director, Office of the Chief Executive

ITEMS OF BUSINESS			
1.	Housing Bilateral	Phil Fagan-Schmidt	Paper attached
2.	AHURI Audit of Housing Assets Update	Phil Fagan-Schmidt	Verbal update
3.	Women's Domestic Violence Services	Fiona Mort	Refer to briefing 18TDHS/722 (attached)
Meeting Break			
4.	Domiciliary Care Transition and Contract Signing	Joe Young	Verbal Briefing
5.	Bilateral Negotiations	Lois Boswell / Nick Ashley	Verbal discussion
6.	Supported Accommodation Transition and Comms	Joe Young	Verbal discussion

Hancock, Janette (DHS)

From: Fagan-Schmidt, Phil (DHS)
Sent: Tuesday, 19 June 2018 3:15 PM
To: Hancock, Janette (DHS)

Hi Janette

We have provided a summary of data sets to AHURI as per our advice to the Minister.

Over the weekend AHURI responded indicating broad comfort with the scope, resources available and timing.

We are now in final contract negotiations and expect to have contract in place by mid next week.

PFS

Philip Fagan-Schmidt
EXECUTIVE DIRECTOR
HOUSING SA

Hancock, Janette (DHS)

From: Boswell, Lois (DHS)
Sent: Tuesday, 26 June 2018 9:15 AM
To: Hancock, Janette (DHS)
Cc: Fagan-Schmidt, Phil (DHS); Harrison, Tony (DHS)
Subject: Fwd: AHURI Contract

Hi Janette

Please see info from Phil below. I signed the acquisition plan last week and the contract arrived this morning.
Lois

Lois Boswell
Deputy Chief Executive
Department of Human Services
Riverside Centre, North Tce, Adelaide
Ph: [\(08\) 841 54306](tel:0884154306) Mob : [Clause 6\(1\)](tel:0884154306) lois.boswell@sa.gov.au

Sent from my iPhone

Begin forwarded message:

From: "Kranz, Peta (DHS)" <peta.kranz@sa.gov.au>
Date: 26 June 2018 at 9:03:15 am ACST
To: "Boswell, Lois (DHS)" <Lois.Boswell@sa.gov.au>
Cc: "Fagan-Schmidt, Phil (DHS)" <Phil.Fagan-Schmidt@sa.gov.au>, "Hassam, Kristy (DHS)" <Kristy.Hassam@sa.gov.au>, "Lund, Debbie (DHS)" <Debbie.Lund@sa.gov.au>
Subject: AHURI Contract

Hi Lois

Comments from Phil re: above.

He went to see you in your office.

He can confirm the final physical contract arrived this morning. Housing are currently checking it and will send to Toy for approval and will fall within the 100 day June cut off timeline (I think this part is correct).

Peta

Peta Kranz
Executive Officer to the Chief Executive
Office of the Chief Executive
Department of Human Services
Level 8
Riverside Centre
North Terrace
Adelaide SA 5000
P. 08 8413 9035 F. 08 841 39002

Hancock, Janette (DHS)

From: Harrison, Tony (DHS)
Sent: Wednesday, 27 June 2018 2:08 PM
To: Hancock, Janette (DHS)
Subject: Fwd: Update on AHURI contract

Latest update as below thanks

Regards
Tony Harrison

Begin forwarded message:

From: "Fagan-Schmidt, Phil (DHS)" <Phil.Fagan-Schmidt@sa.gov.au>
Date: 27 June 2018 at 1:45:15 pm ACST
To: "Harrison, Tony (DHS)" <Tony.Harrison@sa.gov.au>
Subject: Update on AHURI contract

The AHURI contract has been sent to AHURI for them to sign first. We have followed up and asked that they do this this afternoon.

Katherine Hawkins can sign the contract as it falls within her delegations. She is aiming to have done this by lunch time tomorrow.

Renewal SA has been closely involved in the negotiations with strong email trail to show their support.

PFS

Philip Fagan-Schmidt
EXECUTIVE DIRECTOR
HOUSING SA

Hancock, Janette (DHS)

From: Hancock, Janette (DHS)
Sent: Wednesday, 27 June 2018 1:49 PM
To: Lensink, Michelle (DHS)
Subject: FW: Request for Quote - supply and demand analysis

Re: AHURI – please see emails below.

Regards
Janette

From: Boswell, Lois (DHS)
Sent: Tuesday, 26 June 2018 5:27 PM
To: Hancock, Janette (DHS) <Janette.Hancock@sa.gov.au>
Cc: Harrison, Tony (DHS) <Tony.Harrison@sa.gov.au>; Fagan-Schmidt, Phil (DHS) <Phil.Fagan-Schmidt@sa.gov.au>
Subject: Fwd: Request for Quote - supply and demand analysis

Hi Janette
Please see the update from Phil about the AHURI contract.
Lois

Lois Boswell
Deputy Chief Executive
Department of Human Services
Riverside Centre, North Tce, Adelaide
Ph: [\(08\) 841 54306](tel:084154306) Mob: Clause 6(1) lois.boswell@sa.gov.au

Sent from my iPhone

Begin forwarded message:

From: "Fagan-Schmidt, Phil (DHS)" <Phil.Fagan-Schmidt@sa.gov.au>
Date: 26 June 2018 at 5:05:43 pm ACST
To: "Boswell, Lois (DHS)" <Lois.Boswell@sa.gov.au>, "Harrison, Tony (DHS)" <Tony.Harrison@sa.gov.au>
Subject: Fwd: Request for Quote - supply and demand analysis

Tony and Lois to note.

Philip Fagan-Schmidt
EXECUTIVE DIRECTOR
HOUSING SA

Begin forwarded message:

From: "Hicks, Michael (DHS)" <Michael.Hicks2@sa.gov.au>
Date: 26 June 2018 at 4:49:54 pm ACST
To: "Hawkins, Katherine (DHS)" <Katherine.Hawkins@sa.gov.au>, "Fagan-Schmidt, Phil

(DHS)" <Phil.Fagan-Schmidt@sa.gov.au>

Subject: RE: Request for Quote - supply and demand analysis

Hi Phil,

AHURI returned the RFQ pack last night and the procurement panel was convened this afternoon to review the documents.

The panel has deemed the quote to be acceptable and expect that a formal contract will be issued tomorrow with formal execution to follow shortly thereafter (we send to them, they sign and return, we sign).

The work will come very close to the \$110,000 (inc. GST) limit and we expect an initial report inside 2 months with some data visualisation work to follow in the third month.

It appears as though local industry participation will be very high with between 80% and 90% of the work to be completed by UniSA and Adelaide Uni.

Will keep you posted as we get ink on signature blocks.

Regards,

Michael

From: Hawkins, Katherine (DHS)

Sent: Tuesday, 26 June 2018 9:07 AM

To: Hicks, Michael (DHS) <Michael.Hicks2@sa.gov.au>

Subject: Re: Request for Quote - supply and demand analysis

Thanks Michael,

Can you prep a short update today for Phil- Min Office rang today seeking progress status info.

Sent from my iPad

On 26 Jun 2018, at 8:13 am, Hicks, Michael (DHS) <Michael.Hicks2@sa.gov.au> wrote:

Hi Belinda/Ben,

This came in from AHURI last night.

I'll schedule a mtg to assess and then we can look to get contract issued assuming all looks fine.

Regards,

Michael

Sent from my iPad

Begin forwarded message:

From: Michael Fotheringham
<Michael.Fotheringham@ahuri.edu.au>
Date: 25 June 2018 at 10:25:24 pm ACST
To: Katherine Hawkins <Katherine.Hawkins@sa.gov.au>
Cc: "Hicks, Michael (DHS)" <Michael.Hicks2@sa.gov.au>
Subject: Request for Quote - supply and demand analysis

Dear Katherine,

As previously discussed, please find attached our response to the request for quote for a supply and demand analysis, to audit South Australia's current housing assets and map future demand.

The response comes with two attachments - a certificate of currency pertaining to our insurance policies, and a completed South Australian Industry Participation Policy Economic Contribution Test report.

I look forward to speaking with you,

Regards,

Michael

Dr Michael Fotheringham
Executive Director

<image001.png>

Level 1, 114 Flinders Street
Melbourne Vic 3000

Office 03.9660 2300
Mobile Clause 6(1)
Web www.ahuri.edu.au
EA Blair Sweeney blair.sweeney@ahuri.edu.au

National Homelessness Conference

Ending homelessness

6–7 August | Melbourne Cricket Ground

Important notice: confidentiality and legal privilege

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<AHURI Response - Request for Quote - supply and demand analysis.pdf>

<AHURI Insurance Certificate of Currency.pdf>

<5b2b1b324d4331195c328706-201806210120.pdf>

Hancock, Janette (DHS)

From: Fagan-Schmidt, Phil (DHS)
Sent: Thursday, 28 June 2018 11:45 AM
To: Hancock, Janette (DHS); Harrison, Tony (DHS)
Subject: AHURI contract
Attachments: AHURI - executed contract.pdf

Janette

Attached for your info is a copy of the executed contract with AHURI.

PFS

Philip Fagan-Schmidt
EXECUTIVE DIRECTOR
HOUSING SA

STANDARD GOODS AND SERVICES AGREEMENT

Audit South Australia's current housing assets and map future demand
18TDHS/0445



Government
of South Australia

AGREEMENT made on 28 June 2018

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:)



.....
Witness signature

MICHAEL HICKS
.....
Witness name


.....
Authorised officer signature

KATHERINE HAWKINS
.....
Authorised officer name

EXECUTED by **THE PARTY NAMED IN ITEM 2**)
OF ATTACHMENT 1 by a duly authorised officer)
in accordance with section 126 of the)
Corporations Act 2001 (Cth):)


.....
Authorised officer signature

.....Michael Fotheringham.....
Authorised officer name

Attachment 1 - Agreement Details

Item 1	Government Party	Department of Human Services 11 525 031 744 Riverside Building North Terrace ADELAIDE SA 5000
Item 2	Supplier	AHURI Limited ACN 090 448 918 Level 1, 114 Flinders Street MELBOURNE VIC 3000
Item 3	Commencement Date	30 June 2018
Item 4	Expiry Date	30 September 2018
Item 5	Extension Period	not applicable
Item 6	Supplier's ABN	11 090 448 918 Registered for GST: Yes
Item 7	Contract Managers	Government Party: Michael Hicks Supplier: Dr Michael Fotheringham
Item 8	Named Persons	not applicable
Item 9	Details of Goods	not applicable
Item 10	Delivery Date	not applicable
	Delivery Point	not applicable
Item 11	Installation Date	not applicable
Item 12	Warranty Period	not applicable
Item 13	Details of Services	Research and analysis to audit South Australia's current housing assets and map future demand. Refer to Attachment 5 for detail.
Item 14	Delivery Date	30 August 2018
	Delivery Point	Via email to contract manager
Item 15	Reports and Manuals	The delivery of services will be considered complete upon satisfactory receipt of a final report.

Item 16	Milestone Dates	30 July 2018 – progress update 30 August 2018 – delivery of research and analysis report 30 September 2018 – completion of infographics and data visualisation work.
Item 17	Price and Payment (including address for invoices)	Price: Up to \$110,000 (GST inclusive) Manner of Payment: 30 August 2018 – payment of 75% of contract amount subject to delivery of research and analysis report. 30 September 2018 – payment of remaining 25% of contract amount subject to completion of all work including visualisation.
Item 18	Insurances Public Liability Insurance Product Liability Insurance	Not applicable – delivery of research and analysis.
Item 19	Liability Limit	\$110,000 – low risk contract
Item 20	Other Termination Rights	Failure to demonstrate progress by 30 July 2018 Failure to deliver research and analysis by 30 August 2018
Item 21	Approved Subcontractors	AHURI research partners as listed at www.ahuri.edu.au/about-us/research-partners
Item 22	Additional Personnel Checks	not applicable noting scope of works
Item 23	Notice Period for Termination for Convenience	not applicable

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:
- comply with the description of the Services in Attachment 1;
 - be provided with due care and skill;
 - be provided in a timely and efficient manner;
 - be provided in accordance with the best practices current in the Supplier's industry;
 - be supplied without infringing any person's Intellectual Property Rights;
 - be performed by the Supplier and/or the Supplier's Personnel; and
 - 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:
- the ABN shown in Attachment 1 is the Supplier's ABN; and
 - 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:
- to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
 - as required by law or a court order;
 - in accordance with any Parliamentary or constitutional convention;
 - 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
 - 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:
- the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;
 - 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;
 - the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;
 - the Supplier fails to comply with a notice issued under clause 10.2; or
 - the Supplier fails to disclose a conflict of interest;
 - any Other Termination Right occurs; or
 - 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:
- 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

No special conditions.

Attachment 5 - Specifications

A final report is required with minimum of five sections:

Background / context	Summary of SA housing market including historic indicators.
Supply (auditing current housing assets)	Analysis across spectrum of location, housing types/sizes, prices, tenures (ownership/rental) – with focus/breakout section at end linked to affordable/social housing supply.
Demand (mapping future demand)	<p>Summary of current expressed/underlying demand plus effective/expressed demand linked to both rental (social and private) and owner-occupier – with focus/breakout section at end linked to affordable/social housing demand.</p> <p>Future demand estimates for at least two future periods – specific periods subject to agreement following analysis of available data although alignment with future Census periods and/or period(s) of the National Housing and Homelessness Agreement would be preferred.</p>
Key Indicators	Housing market metrics including but not limited to population, tenures, housing costs (prices, prices relative to income, rental/mortgager stress) and access to housing by those facing a combination of financial and non-financial barriers to housing (Indigenous Australians, older people, victims of domestic violence, disability/health, institutional exits, homelessness etc).
Areas for consideration	A synthesis of key issues arising from the analysis.

Where possible, and noting the intended use in public consultation, the use of graphical displays to communicate and highlight key areas/issues is preferred to simple data display.

Additions or variations to the above may be agreed in consultation between the parties subject to delivery within time and budget constraints.

Noting potential data limitations, information regarding the housing needs and options of Aboriginal people is desirable in any section(s) of the report.

A research/analysis report is required by the end of August 2018 with data visualisation to be complete by the end of September 2018.

Attachment 6 – Pricing and Payment

No special pricing and payment conditions.