

Our ref: DHS/25/02929



Office of the Chief Executive

Level 8 North
Riverside Building
North Terrace
Adelaide SA 5000

GPO Box 292
Adelaide SA 5001

DX115

Tel: 08 8413 9050
Fax: 08 8413 9002

ABN 11 525 031 744

Emailed to: [REDACTED]

Dear [REDACTED],

Freedom of Information Determination

I refer to your application under the *Freedom of Information Act 1991* (the FOI Act), received by the Department of Human Services (DHS) on 1 April 2025, seeking access to:

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

1. DATE RANGE: 01/01/2019-30 JUNE 2023 GRANTEE: SECONDBITE

Requested documents:

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

2. DATE RANGE: 1 JULY 2023 - 1 APRIL 2025 GRANTEE: THE FOOD CENTRE INC

Requested documents:

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

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

- 23 documents are to be released in full, and;
- 31 documents are to be released in part.

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

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

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

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

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

If you have any questions in relation to this matter, please contact the FOI Team on telephone (08) 8208 7628 or by email at DHSFreedomofInformation@sa.gov.au.

Yours sincerely,



Shantrel Eldred
ACCREDITED FREEDOM OF INFORMATION OFFICER

30 / 04 / 2025

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

DOCUMENT SCHEDULE**DHS/25/02929 –** [REDACTED]**Second Bite Documents**

<i>Document number</i>	<i>Date</i>	<i>Document description</i>	<i>Exemption clauses</i>	<i>Released (part/full/ refused)</i>
1.	12/02/2020	Letter	Clause 6(1)	Partial Release
2.	Undated	Attachment 1 – Grant Details	-	Full Release
3.	Undated	Attachment 2 – Standard Terms & Conditions	-	Full Release
4.	Undated	Attachment 3 – Special Conditions	-	Full Release
5.	Undated	Attachment 4 – Grants SA Project Evaluation and Financial Acquittal	-	Full Release
6.	17/02/2020	Attachment 5 – EFT Authorisation Form	Clause 6(1) Clause 7(1)(b) Clause 7(1)(c)	Partial Release
7.	31/08/2020	Project and Financial Acquittal	Clause 7(1)(b) Clause 7(1)(c)	Partial Release
8.	31/08/2020	Project and Financial Acquittal (also attachment to document 15)	Clause 6(1) Clause 7(1)(b) Clause 7(1)(c)	Partial Release
9.	15/01/2021	Letter	Clause 6(1)	Partial Release
10.	Undated	Attachment 1 – Grant Details	Clause 6(1)	Partial Release
11.	Undated	Attachment 2 – Standard Terms & Conditions	-	Full Release
12.	Undated	Attachment 3 – Special Conditions	-	Full Release
13.	20/01/2021	Attachment 4 – EFT Authorisation Form	Clause 6(1) Clause 7(1)(b) Clause 7(1)(c)	Partial Release
14.	Undated	Attachment 5 – Acquittal Form	-	Full Release
15.	04/05/2021	Project and Financial Acquittal	Clause 7(1)(b) Clause 7(1)(c)	Partial Release
16.	05/10/2021	Letter	Clause 6(1)	Partial Release

The Food Centre Documents

<i>Document number</i>	<i>Date</i>	<i>Document description</i>	<i>Exemption clauses</i>	<i>Released (part/full/ refused)</i>
1.	26/07/2023	Services Agreement	Clause 6(1)	Partial Release
2.	Undated	Attachment 1 – Agreement Details	-	Full Release
3.	Undated	Attachment 2 – Standard Terms & Conditions	-	Full Release
4.	Undated	Attachment 3 – Special Conditions	-	Full Release
5.	Undated	Attachment 4 – Funded Services	-	Full Release

6.	Undated	Attachment 5 – Block Funding and Payment Details	Clause 7(1)(b) Clause 7(1)(c)	Partial Release
7.	Undated	Attachment 6 – Acquittal Form	-	Full Release
8.	24/08/2023	Letter	Clause 6(1)	Partial Release
9.	Undated	Attachment 1 – Financial Acquittal and Project Evaluation Report	-	Full Release
10.	Undated	Attachment 2 – EFT Authorisation Form	Clause 6(1) Clause 7(1)(b) Clause 7(1)(c)	Partial Release
11.	Undated	Attachment 3 – RCTI Agreement	Clause 6(1)	Partial Release
12.	08/09/2023	Services Agreement	Clause 6(1)	Partial Release
13.	Undated	Attachment 1 – Agreement Details	-	Full Release
14.	Undated	Attachment 2 – Standard Terms & Conditions	-	Full Release
15.	Undated	Attachment 3 – Special Conditions	-	Full Release
16.	Undated	Attachment 4 – Funded Services	-	Full Release
17.	Undated	Attachment 5 – Block Funding and Payment Details	Clause 7(1)(b) Clause 7(1)(c)	Partial Release
18.	Undated	Attachment 6 – Acquittal Form	-	Full Release
19.	27/09/2023	Project and Financial Acquittal	Clause 7(1)(b) Clause 7(1)(c)	Partial Release
20.	27/09/2023	Project and Financial Acquittal	Clause 6(1) Clause 7(1)(b) Clause 7(1)(c)	Partial Release
21.	06/03/2024	Letter	Clause 6(1)	Partial Release
22.	Undated	Attachment 1 – Grant Details	-	Full Release
23.	Undated	Attachment 2 – Standard Terms & Conditions	-	Full Release
24.	Undated	Attachment 3 – Special Conditions	-	Full Release
25.	06/03/2024	Attachment 4 – EFT Authorisation Form	Clause 6(1) Clause 7(1)(b) Clause 7(1)(c)	Partial Release
26.	03/04/2024	Letter	Clause 6(1)	Partial Release
27.	03/04/2024	Attachment 2 – EFT Authorisation Form	Clause 6(1) Clause 7(1)(b) Clause 7(1)(c)	Partial Release
28.	03/04/2024	Attachment 2 – RCTI Agreement	Clause 6(1)	Partial Release
29.	July 2023 – June 2024	The Food Centre: Twelve-Month Progress Report	-	Full Release
30.	24/07/2024	Project and Financial Acquittal	Clause 7(1)(b) Clause 7(1)(c)	Partial Release
31.	24/07/2024	Project and Financial Acquittal	Clause 6(1) Clause 7(1)(b) Clause 7(1)(c)	Partial Release

32.	July 2024 – December 2024	The Food Centre: Six-Month SSM Progress Report	-	Full Release
33.	20/12/2024	Letter	Clause 6(1)	Partial Release
34.	30/12/2024	Attachment 1 – RCTI Agreement	Clause 6(1)	Partial Release
35.	30/12/2024	EFT Authorisation Form	Clause 6(1) Clause 7(1)(b) Clause 7(1)(c)	Partial Release
36.	03/02/2025	Letter	Clause 6(1) Clause 7(1)(b) Clause 7(1)(c)	Partial Release
37.	21/03/2025	Project and Financial Acquittal	Clause 7(1)(b) Clause 7(1)(c)	Partial Release
38.	21/03/2025	Project and Financial Acquittal	Clause 6(1) Clause 7(1)(b) Clause 7(1)(c)	Partial Release

Your Rights to Review and Appeal

Freedom of Information Act 1991

INTERNAL REVIEW

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

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

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

How do I make a request for Internal Review?

To make an application for an Internal Review you must:

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

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

What if I have a concession card?

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

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

How long does an Internal Review take?

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

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

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

When can't I apply for an Internal Review

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

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

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

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

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

EXTERNAL REVIEW

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

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

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

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

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

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

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

POSTAL ADDRESS
PO Box 3651, Rundle Mall SA 5000

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

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

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

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

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

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

STANDARD GRANTS AGREEMENT



Government of South Australia

Department of Human Services

Mr Jim Mullan
Chief Executive Officer
Secondbite
13-15 Duncan Road
DRY CREEK SA 5094

ABN: 66 116 251 613

Procurement and Grants

L7, HP Building 108 North Terrace
Adelaide SA 5000

GPO Box 292
Adelaide SA 5001

DX115

ABN 11 525 031 744

Grants SA: 1300 650 985

Dear Mr Mullan

Re: 1920Major20003 - Grant Offer for Grants SA Funding Program for Expanding operations to feed more in SA

I am pleased to offer you a grant of \$17,288 (GST exclusive) ('Grant') on behalf of the Minister for Human Services ('Government Party').

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

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

To accept this offer, you must sign the Acknowledgement and Acceptance of Offer on the next page, Attachment 6 EFT Authorisation Form, scan and return the **entire** agreement to dhsprocurementcontracts@sa.gov.au.

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

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

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

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

Yours faithfully

Clause 6(1)

Pat Maher

Deputy Director, Community Engagement, Partnerships and Grants
Community and Support Services

12 / 2 / 2020

1920Major20003 Secondbite

Enclosure. **Attachment 1: Grant Details**
 Attachment 2: Grant Terms and Conditions
 Attachment 3: Special Conditions
 Attachment 4: Grants SA Project Evaluation and Financial Acquittal (Sample only)
 Attachment 5: EFT Authorisation Form (Must be completed)

**ACKNOWLEDGEMENT & ACCEPTANCE OF OFFER
OF GRANT FOR EXPANDING OPERATIONS TO FEED MORE IN SA**

I Jim Mullan....., authorised officer, for and on behalf of Secondbite (A.B.N 66 116 251 613) ("**Recipient**") acknowledge and accept the terms and conditions specified in this Letter of Offer and in Attachments 1, 2 and 3.

Clause 6(1)

Signature: ...

Print Full Name: Jim Mullan

Position/Office: CHIEF EXECUTIVE

Date: 17 / 02 / 20

Clause 6(1)

Signed in the presence of:

Clause 6(1)

Witness:

Print Full Name: Jamie Holloway

Date: 17 / 02 / 2020

Attachment 1 - Grant Details

Item 1	Government Party	The Minister for Human Services, a body corporate pursuant to the <i>Administrative Arrangements Act, 1994</i> , and whose office is situated at Level 12, 1 King William Street Adelaide 5000 in the State of South Australia (herein called the "Government Party").
Item 2	Recipient	Secondbite 13-15 Duncan Road DRY CREEK SA 5094
Item 3	Commencement Date	Upon Execution
Item 4	Expiry Date	15 February 2021
Item 5	Extension Period(s)	Not applicable
Item 6	Recipient's ABN	Recipient has an ABN Yes 66 116 251 613 Registered for GST: Yes
Item 7	Contact Persons	Government Party: Grants SA 1300 650 985 / grantsSA@sa.gov.au Recipient: Jim Mullan Chief Executive Officer (03) 9376 3800 / jim.m@secondbite.org
Item 8	Purpose	Upgrade the facility with coolroom and freezer racking, to increase services and support to people across the state and expand the number of meals provided to more than 6 million per year.
Item 9	Outcomes	How Much? How Well? Is Anyone Better Off?
Item 10	Reports and Meetings	A Financial Acquittal, in the format set out in Attachment 4 and Project Evaluation Form, in the format set out in Attachment 4. Within one (1) month after the end of the Funding Period.
Item 11	Grant Amount	\$17,288 <input type="checkbox"/> GST inclusive <input checked="" type="checkbox"/> GST exclusive (if applicable) <input type="checkbox"/> no GST payable Total Project Budget Itemised \$9,290 Coolroom and Freezer Racking, \$7,998 Ambient Racking.
Item 12	Payment Details	Schedule of Payments:

		One-off The Grant will be paid within 30 days of acceptance of this offer.
Item 13	Tax Invoice Issuing Party	<input checked="" type="checkbox"/> Government Party <input type="checkbox"/> Recipient
Item 14	Grant Reconciliation Date(s)	Within one (1) month after the end of the Funding Period.
Item 15	Additional Recipient Financial Information	<input type="checkbox"/> Yes <input type="checkbox"/> No
Item 16	Government Party IP Licence	<input type="checkbox"/> Yes <input type="checkbox"/> No
Item 17	Insurances Public Liability Insurance	Not less than \$1,000,000
Item 18	Liability Limit	1 x Total Grant Amount
Item 19	Notice Period for Termination for Convenience	Not Applicable
Item 20	Form of Funding Acknowledgement	Appropriately acknowledge the State Government of South Australia as a funding source for the project. You must not make or permit to be made a public announcement or media release about any aspect of this Grant Agreement without first giving reasonable notice in writing together with a summary of the proposed public announcement or copy of the media release to the Minister through the Grants SA staff.

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

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

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

The Recipient must use the Grant solely for the Purpose to achieve the Outcomes.
4. **FUNDING AND INVOICING**
 - 4.1 If the Tax Invoice Issuing Party is the Government Party:
 - (a) the Parties agree that this Agreement satisfies the requirement for a written agreement specifying the supplies to which the Recipient Created Tax Invoice ("RCTI") relates;
 - (b) the Government Party must provide a copy of the Tax Invoice to the Recipient within 30 days of the making, or determining of the value, of the Taxable Supply; and
 - (c) The Recipient must not issue a Tax Invoice in respect of a Taxable Supply the subject of the RCTI.
 - 4.2 If the Tax Invoice Issuing Party is the Recipient, the Recipient may invoice the Government Party for payment in respect of the Grant after the Commencement Date.
 - 4.3 The Government Party will pay the Grant in the amounts and at the times specified in Attachment 1 upon receipt of a Tax Invoice.
 - 4.4 For agreements greater than 12 months, on each anniversary of the Commencement Date during the period of the Agreement:
 - (a) the amount of the unpaid Grant will be indexed by the NFP Indexation Rate for that Financial Year; and
 - (b) the Government Party must issue a revised Schedule of Payments (including past amounts paid and indexed instalments payable for the remaining Grant period).
 - 4.5 Clause 4.4 does not apply if the Government Party advises the NFP that the Grant payable for each year of the Agreement has already been indexed by the NFP Sector Indexation Rate.
 - 4.6 The Recipient must ensure that it can properly account for the Grant received under the Agreement.
5. **GST**
 - 5.1 Subject to clause 5.2 and 5.3 the Recipient represents that:
 - (a) the ABN shown in Attachment 1 is the Recipient's ABN; and
 - (b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth).
 - 5.2 If the Recipient is not registered for GST, then GST must not be charged on supplies made under this Agreement.
 - 5.3 If the Recipient does not have an ABN it must submit an *ATO Statement by a Supplier* to the Government Party otherwise the Government Party may be obliged under the *Taxation Administration Act 1953* to deduct a withholding from the Grant and will not be obliged to gross up the Grant or provide any other compensation to the Recipient.
6. **REPAYMENT OF UNALLOCATED FUNDS**
 - 6.1 At the end of the Funding Period, if the Recipient has not expended all of the Grant, it must notify the Government Party of the unexpended amount and may submit a written request for retention or carryover of unexpended amounts specifying:
 - (a) the amount to be retained or carried over; and
 - (b) the purpose for which the unexpended amount will be used.
 - 6.2 The Government Party must consider the Recipient's request and notify the Recipient in writing whether it:
 - (a) agrees that the Recipient may retain or carry over all or part of the unexpended amount; or
 - (b) requires the Recipient to repay all or part of that amount as notified by the Government Party, to the Government Party within 30 days of receipt of the notice from the Government Party.
7. **PROVISION OF INFORMATION**
 - 7.1 The Recipient must provide those reports and other documents and must attend meetings, as specified in Attachment 1.
 - 7.2 If the Government Party reasonably suspects that the Grant is not being used for the Purpose, it may request additional information from the Recipient.
 - 7.3 The Recipient must immediately inform the Government Party of any significant changes to the nature and/or scope of the activities conducted by the Recipient which would impact on the Purposes or the Outcomes under this Agreement.
8. **FINANCIAL REPORTING AND AUDITING**
 - 8.1 The Recipient must provide an acquittal in relation to the expenditure of all funds under this Agreement using the form in Attachment 4:
 - (a) certifying that the Grant has been properly spent, in accordance with the requirements of the Agreement
 - (b) signed by two persons authorised by the Recipient's board of management (or equivalent); and
 - (c) within three months of the end of each Financial Year during the Term or other dates as may be specified in Attachment 1 ("Grant Reconciliation Date(s)").
 - 8.2 If the Recipient is required by law to prepare audited financial statements, the Recipient must provide the Government Party with copies of such audited financial statements, within six months of the end of each Financial Year during the Term.
 - 8.3 If the Recipient is not required by law to prepare audited financial statements, and only if specified in Attachment 1, the Recipient must provide the Government Party with the following financial statements, within six months of the end of each Financial Year during the Term:
 - (a) A balance sheet;
 - (b) An income and expenditure statement; and
 - (c) A statement of changes in equity for the Financial Year, (together "Additional Recipient Information").
 - 8.4 The Recipient agrees the Government Party may direct that the financial accounts of the Recipient be audited at the Government Party's cost, and the Government Party may specify the minimum qualifications that must be held by the person appointed to conduct the audit.
 - 8.5 If the audit discloses that the Recipient has applied the Grant for a purpose other than the Purpose then the Recipient will be required to reimburse the Government Party the costs of the audit and clause 17.1 will apply.
9. **INSPECTION**
 - 9.1 The Recipient must allow any officer or person authorised by the Government Party on the giving of reasonable notice, to

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

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 10.2 If specified in Attachment 1, the Recipient grants the Government Party and the State of South Australia a non-exclusive, perpetual, royalty free licence to use any intellectual property created as part of the Purpose.

11. CONFIDENTIAL INFORMATION

- 11.1 Subject to this clause 11, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 11.2 A Party may disclose Confidential Information belonging to the other Party:
- (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
 - (b) as required by law or a court order;
 - (c) in accordance with any Parliamentary or constitutional convention;
 - (d) for the purposes of prosecuting or defending proceedings.
- 11.3 The Parties may mutually agree to disclose Confidential Information.

12. PRIVACY

- 12.1 The Recipient must comply with the *Privacy Act 1988* (Cth) ("Privacy Act") and the Australian Privacy Principles established under that Act in undertaking its obligations under this Agreement including in relation to all Personal Information received created or held by it for the purposes of this Agreement.
- 12.2 The Recipient must promptly notify the Government Party if it fails to comply with this clause or if it becomes aware of any actual or threatened disclosure of or unauthorised access to Personal Information.
- 12.3 For the purposes of this special condition, "Personal Information" has the same meaning as in the Privacy Act.

13. PUBLICITY

- 13.1 The Recipient will acknowledge the Grant by the Government Party in any advertising, publicity or promotional material relating to this Agreement in the manner specified in Attachment 1.
- 13.2 The Recipient will participate in promotional or publicity activity in relation to this Agreement as is reasonably required by the Government Party.
- 13.3 The Recipient and the Government Party must use their best endeavour to mutually agree on the content of any public announcements or media releases about this Agreement.
- 13.4 If due to urgent circumstances or due to the nature and timing of the media request, it is not possible to provide prior notice of an announcement or media release to the other Party, then the Party making the announcement or media release must notify the other Party and provide a summary of the announcement or a copy of the media release as soon as possible after making the announcement or media release.
- 13.5 Nothing in this clause derogates from the operation of the *Not-for-Profit Sector Freedom to Advocate Act 2013*.

14. INSURANCE

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

15. LIABILITY LIMIT

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

16. DISPUTE RESOLUTION

- 16.1 Subject to clause 16.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 16.2 Either Party may give the other a notice in writing ("dispute notice") setting out the details of the dispute.
- 16.3 Within seven days or such other period as may be agreed by the Parties, the Contact Persons must meet and use reasonable endeavours to resolve the dispute.
- 16.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

17. DEFAULT AND TERMINATION

- 17.1 If the Recipient does not apply any part of the Grant for the Purpose or if the Recipient materially fails to comply with this Agreement at any time, the Government Party may upon giving written notice to the Recipient:
- (a) require the Recipient to repay either the whole or a portion of the Grant (whether expended or not) within 30 days of a written demand from the Government Party;
 - (b) withhold funds not already paid;
 - (c) withhold future funding from the Recipient; and/or
 - (d) terminate this Agreement.
- 17.2 Either Party may terminate this Agreement without cause by giving the other Party the period of notice specified in Attachment 1 ("Notice Period for Termination for Convenience").

18. EFFECT OF ENDING THIS AGREEMENT

- 18.1 Any termination of this Agreement does not affect any accrued right of either Party.
- 18.2 Despite termination or expiry of this Agreement, this clause 18 and clauses 6, 7, 8, 9, 10, 11, 12, 15 and those Special Conditions that by their nature remain in force, will survive.

19. CONTRACT DISCLOSURE

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

20. COMPLIANCE WITH LAWS AND POLICIES

- 20.1 The Recipient must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.
- 20.2 The Recipient must comply with any policies notified by the Government Party in writing at the Commencement Date.

21. GOVERNING LAW AND JURISDICTION

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

22. ENTIRE AGREEMENT

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

23. NO ASSIGNMENT

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

24. MODIFICATION

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

25. SEVERANCE

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

26. COUNTERPARTS

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

27. NO FURTHER OBLIGATION

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

28. INTERPRETATION

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

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

29. DEFINITIONS

In this Agreement:

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

30. SPECIAL CONDITIONS

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

Attachment 3 – Special Conditions**S1. SMOKE FREE ENVIRONMENT**

- S1.1 The Recipient must use its best endeavours to ensure all events funded by the Grant or as part of the Purpose are completely smoke-free, including any stage performance and outdoor events.
- S1.2 The Recipient must use its best endeavours not to enter into any arrangement (whether commercial or otherwise) in connection with the Grant or the Purpose with any persons or bodies who encourage or support the use of tobacco products in any way.
- S1.3 The Recipient must not sell, and must use its best endeavours not to permit the sale of, any tobacco products at events held using the Grant or as part of the Purpose.
- S1.4 The Recipient must use its best endeavours to ensure any employees, contractors, agents, officials, volunteers, participants and spectators in any way connected with the Grant or the Purpose comply with these conditions.

Attachment 4 – Grants SA Project Evaluation and Financial Acquittal

This is a sample only. The Project Evaluation and Financial Acquittal is to be completed online.

Grants SA Project Evaluation and Financial Acquittal

Congratulations on completing your Grants SA funded project.

Important Information

As part of your grant obligations, you are required to complete and submit a Project Evaluation and Financial Acquittal **within one month of the end date of your agreement**. It is important that you submit this report by the due date. Failure to do so may result in your organisation being ineligible for future funding through the Department of Human Services.

Please ensure that all funds are expended within the dates of the agreement. Unspent funds or funds not expended within the funding agreement dates may need to be repaid to the Department of Human Services. You will be notified if this is the case, and if required, an invoice will be issued after the Department has processed this expenditure report.

Receipts for all items purchased with a one-off grant need to be retained by the organisation for auditing purposes. The Department annually will audit up to 5% of grant recipients.

For all purchases over \$500, you are required to submit receipts as part of the financial acquittal process.

Summary of Project Details

Project Title:

Acquittal Due Date:

Intended purpose of the grant:

Approved Funded Items:

Primary purpose of the grant

- ☐ Deliver a one-off program or service
- ☐ Upgrade community facilities
- ☐ Purchase a vehicle

Project Evaluation

'How Much' (Direct Benefit)

How many people have directly benefited from your project?

'How Well' (Satisfaction)

Complete the below table indicating the number of people experiencing each level of satisfaction as a result of directly benefiting from this project so far.

Satisfied	
Unsatisfied	
Not Assessed	

Objective Outcomes

Is anyone better off as a result of the project?

Complete the following tables indicating the level of change achieved through the delivery of your project or program.

Within your application you indicated the following outcomes would be achieved:

- ☐ Making your service or facility safer for people
- ☐ Making your service or facility more accessible for people
- ☐ Increasing your organisation's ability to provide a service to people e.g. extending opening hours, expanding the geographical area you service, new service etc.

As a result of this project what change have you seen since making your service or facility safer for people?

- ☐ No change
- ☐ Some change
- ☐ Significant change

The story behind the results.

Provide a short summary explaining the results, including how you determined the level of change, for this outcome achieved as a result of the project:

Complete the following tables indicating the level of change achieved through the delivery of your project or program.

Within your application you indicated the following outcomes would be achieved:

- ☐ People learn and apply new skills or experiences, to help them better meet their needs
- ☐ People increase their confidence and self-esteem, to help them better meet their needs
- ☐ People increase their access to, and/or engagement with, people, other organisations or community groups to help them better meet their needs

What number of people have experienced change as a result of your project allowing people to learn and apply new skills or experiences, to help them better meet their needs?

Not assessed	
Experiencing no change	
Experiencing some change	
Experiencing significant change	

The story behind the results

Provide a short summary explaining the results, including how you captured the level of change, for the outcome achieved as a result of the project.

Priority Theme

Within your application you identified that your project would address the following priority theme.

- Cost of living
- Prevention of domestic, family and sexual violence
- Disability inclusion
- Supporting innovation
- None of the above

Provide a short summary demonstrating how your project addressed your nominated priority theme:

Financial Acquittal

Grant Expenditure

All approved funded items that have been purchased must be listed in separate rows

Receipts

Exact amounts must be stated as appears on your receipts

Receipts for all items over \$500 must be attached

All receipts must be retained for auditing purposes

GST registered organisations

If you are registered for GST the amount recorded below **must be GST exclusive**

Wages

For wages, a payroll print-out that includes the position title, Award, level, rate per hour, number of hours and length of employment must be attached

Vehicle purchases

For the purchase of motor vehicles, a copy of the registration papers and a photo of the vehicle must be attached

Expenditure \$

Copy of receipts attached

Budget Totals

Value of Grant Funding \$

Total Expenditure \$

Funds Remaining \$

Variance Explanation (provide details to explain surplus funds remaining)

Vehicle projects only - Supporting Documentation

Please upload a copy of your vehicle registration papers:

Attach a file:

Please upload a photo of your vehicle:

Attach a file:

Declaration and Submission

Declaration

By submitting this Acquittal I declare that:

All information supplied within this acquittal form, its schedules and any accompanying documents is complete and accurate, and is not false or misleading in any way.

The Applicant Contact Person, Registered Public Officer and/or the Applicant Organisation have/will not partake in and have never committed and/or are being investigated for any fraud or dishonesty offences;

All information in the acquittal and its schedules is capable of substantiation.

I have made all necessary inquiries to satisfy myself that all expenses in this acquittal meet the eligibility requirements as outlined in my contract and the Grants SA Major Guidelines;

All documents that may be relevant to this acquittal will be made available (upon request) to The Department of Human Services (Grants SA); and

I am authorised to submit this grant acquittal and agree to submit this declaration on behalf of the applicant organisation.

I understand that:

Giving false or misleading information is a serious offence. It is a criminal offence to attempt to obtain a grant or increase the amount of a grant expenditure through deceit, false or misleading representation or other unlawful means.

Declaration 1

Name:

Position:

Date:

Sign here:

Declaration 2

Name:

Position:

Date:

Sign here:

How to submit your Project Evaluation and Financial Acquittal

After you have completed all mandatory sections of this form:

Select **Review and Submit**, under **Form Navigation**.

Select **Download PDF**

Print the PDF

Both authorised persons must **sign** the form, and

Scan and **upload** the completed form.

Select **Submit**

Upload Signed Acquittal Attach a file:

Attachment 5 – EFT Authorisation Form

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

1. Vendor Details	
Vendor Id (OFFICE USE ONLY)	

*ABN Name	Secondbite		
*ABN number	66 116 251 613		
*Address	93 NORTHERN ROAD		
*City/Suburb	HEIDELBERG WEST		
*State	VICTORIA	*Post Code	3081
Fax No.		*Phone No.	(03) 9376 3800
*Email	john.m@secondbite.org		

MAILING ADDRESS IF DIFFERENT

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

2. VENDOR INDEMNITY

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

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

*Primary Officer bearer name	Jim Mowans.	*Signature	Clause 6(1)
*Title	CEO	*Date	17.2.20.
Contact Number	Clause 6(1)	Email	jim.m@secondbite.org
*Treasurer name	Janine Holloway	*Signature	Clause 6(1)
*Title	Chief Operations Officer	*Date	17-02-2020
Contact Number	Clause 6(1)	Email	janine.h@secondbite.org

3. BANK DETAILS

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

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

Grants SA 2019/20 Major Round 2

Major Acquittal Form (Version 1 of 2)

Application No. 1920Major20003 From SecondBite

Form Submitted 31 Aug 2020, 4:23PM ACST

Project Evaluation and Financial Acquittal

Project Evaluation and Financial Acquittal

Congratulations on completing your Grants SA funded project.

Important Information

As part of your grant obligations, you are required to complete and submit a Project Evaluation and Financial Acquittal **within one month of the end date of your agreement**. It is important that you submit this report by the due date. Failure to do so may result in your organisation being ineligible for future funding through the Department of Human Services.

Please ensure that all funds are expended within the dates of the agreement. Unspent funds or funds not expended within the funding agreement dates or funds not expended may need to be repaid to the Department of Human Services. You will be notified if this is the case, and if required, an invoice will be issued after the Department has processed this expenditure report.

Receipts for all items purchased with a one-off grant need to be retained by the organisation for auditing purposes. The Department annually will audit up to 5% of grant recipients.

For all purchases over \$500, you are required to submit receipts as part of the financial acquittal process.

Summary of Project Details

Project Title

Expanding operations to feed more in SA
This question is read only.

Acquittal Due Date

15/03/2021
This question is read only.

Intended purpose of the grant

Upgrade the facility with coolroom and freezer racking, to increase services and support to people across the state and expand the number of meals provided to more than 6 million per year.

This question is read only.

Approved funded items

\$9,290 Coolroom and Freezer Racking, \$7,998 Ambient Racking.
This question is read only.

Primary purpose of the grant

☐ Deliver a one-off program or service ☒ Upgrade community facilities ☐ Purchase a vehicle

This question is read only.

Project Evaluation

Grants SA 2019/20 Major Round 2
Major Acquittal Form (Version 1 of 2)
Application No. 1920Major20003 From SecondBite
Form Submitted 31 Aug 2020, 4:23PM ACST

*** indicates a required field**

'How Much' (Direct Benefit)

How many people have directly benefited from your project? *

6000

Must be a number.

'How Well' (Satisfaction)

Complete the below table indicating the number of people experiencing each level of satisfaction as a result of directly benefiting from this project so far.

Satisfied	6000
Unsatisfied	0
Not Assessed	0

Objective Outcomes

*** indicates a required field**

Is anyone better off as a result of the project?

Complete the following tables indicating the level of change achieved through the delivery of your project or program.

Within your application you indicated the following outcomes would be achieved:

- ☐ Making your service or facility safer for people
- ☐ Making your service or facility more accessible for people
- ☒ Increasing your organisation's ability to provide a service to people e.g. extending opening hours, expanding the geographical area you service, new service etc.

This question is read only.

As a result of this project what change have you seen regarding the increase to your organisation's ability to provide a service to people e.g. extending opening hours, expanding the geographical area you service, new service etc? *

- ☐ No change ☐ Some change ☒ Significant change

The story behind the results.

Provide a short summary explaining the results, including how you determined the level of change, for this outcome achieved as a result of the project

Grants SA 2019/20 Major Round 2

Major Acquittal Form (Version 1 of 2)

Application No. 1920Major20003 From SecondBite

Form Submitted 31 Aug 2020, 4:23PM ACST

*

The installation of the racking has enabled SA SecondBite to increase its storage of ambient product from a maximum of 20 pallets, consistently stored at ground level, to 80 plus pallet storage capacity.

Stored on modern racking, this has enabled SA SecondBite to store and provide produce to our 36 Community Connect clients who in turn provide food for some 6000 individuals / families and to provide a safer working environment for our employees.

The racking has enabled SecondBite SA operations to expand our operation by bringing on board Community Connect groups in Adelaide's northern, central and southern areas assisting approximately 500 additional people to date with indications this will increase.

Priority Theme

*** indicates a required field**

Within your application you identified that your project would address the following priority theme.

- ☒ Cost of living
- ☐ Prevention of domestic, family and sexual violence
- ☐ Disability inclusion
- ☐ Supporting innovation
- ☐ None of the above

This question is read only.

Provide a short summary demonstrating how your project addressed your nominated priority theme. *

The installation of the Dexion racking has had a significant impact on SecondBite's ability to assist those in need. SecondBite has been able to increase storage capacity, therefore having more product on hand to provide to our charity partners. This will provide approximately 6000 or more individuals / families with food product at no charge to families / individuals or Community Connect partners.

Financial Acquittal

*** indicates a required field**

Grant Expenditure

All approved funded items that have been purchased must be listed in separate rows

Receipts

- Exact amounts must be stated as appears on your receipts
- Receipts for all items over \$500 must be attached
- All receipts must be retained for auditing purposes

Grants SA 2019/20 Major Round 2
Major Acquittal Form (Version 1 of 2)
Application No. 1920Major20003 From SecondBite
Form Submitted 31 Aug 2020, 4:23PM ACST

GST registered organisations

- If you are registered for GST the amount recorded below ***must*** be ***GST exclusive***

Wages

- For wages, a payroll print-out that includes the position title, Award, level, rate per hour, number of hours and length of employment must be attached

Vehicle purchases

- For the purchase of motor vehicles, a copy of the registration papers and a photo of the vehicle must be attached

Expenditure	\$	Copy of receipt
Dexion Racking - SUPPLY, DELIVER AND INSTALL SPEEDLOCK SELECTIVE AND DRIVE-IN PALLET RACKING SYSTEMS	Clause 7(1)(b), Clause 7(1)(c)	

Budget Totals

Value of Grant Funding

\$17,288.00

This number/amount is calculated.

Total Expenditure

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

This number/amount is calculated.

Funds remaining

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

This number/amount is calculated.

Variance Explanation (provide details to explain surplus funds remaining)

There is a negative variance Clause 7(1)(b), Clause 7(1)(c) (GST exclusive) contributed by SecondBite as the cost of the racking exceeded the funding.

Must be no more than 150 characters.

Declaration and Submission

Declaration

By submitting this Acquittal I declare that:

- › All information supplied within this acquittal form, its schedules and any accompanying documents is complete and accurate, and is not false or misleading in any way.
- › The Applicant Contact Person, Registered Public Officer and/or the Applicant Organisation have/will not partake in and have never committed and/or are being investigated for any fraud or dishonesty offences;
- › All information in the acquittal and its schedules is capable of substantiation.

Grants SA 2019/20 Major Round 2
Major Acquittal Form (Version 1 of 2)
Application No. 1920Major20003 From SecondBite
Form Submitted 31 Aug 2020, 4:23PM ACST

> I have made all necessary inquiries to satisfy myself that all expenses in this acquittal meet the eligibility requirements as outlined in my contract and the Grants SA Major Guidelines;

> All documents that may be relevant to this acquittal will be made available (upon request) to The Department of Human Services (Grants SA); and

> I am authorised to submit this grant acquittal and agree to submit this declaration on behalf of the applicant organisation.

I understand that:

> Giving false or misleading information is a serious offence. It is a criminal offence to attempt to obtain a grant or increase the amount of a grant expenditure through deceit, false or misleading representation or other unlawful means;

Name: Janine Holloway
Position: Chief Operating Officer
Date: 31/08/2020
Must be a date.

Sign here:

This section cannot be completed online.

Name: John McIntyre
Position: Head of Strategic Funding and Planning
Date: 31/08/2020
Must be a date.

Sign here:

This section cannot be completed online.

How to submit your Project Evaluation and Financial Acquittal

After you have completed all mandatory sections of this form:

1. Select **Review and Submit**, under **Form Navigation**.
2. Select **Download PDF**
3. **Print** the PDF
4. Both authorised persons must **sign** the form, and
5. **Scan** and **upload** the completed form.

Grants SA 2019/20 Major Round 2
Major Acquittal Form (Version 1 of 2)
Application No. 1920Major20003 From SecondBite
Form Submitted 31 Aug 2020, 4:23PM ACST

6. Select **Submit**

Upload Signed Acquittal

Filename: DHSRackingAcquittal310820.pdf
File size: 216.2 kB

Grants SA 2019/20 Major Round 2
Major Acquittal Form
Application 1920Major20003 From SecondBite - DRAFT

Project Evaluation and Financial Acquittal

Project Evaluation and Financial Acquittal

Congratulations on completing your Grants SA funded project.

Important Information

As part of your grant obligations, you are required to complete and submit a Project Evaluation and Financial Acquittal **within one month of the end date of your agreement**. It is important that you submit this report by the due date. Failure to do so may result in your organisation being ineligible for future funding through the Department of Human Services.

Please ensure that all funds are expended within the dates of the agreement. Unspent funds or funds not expended within the funding agreement dates or funds not expended may need to be repaid to the Department of Human Services. You will be notified if this is the case, and if required, an invoice will be issued after the Department has processed this expenditure report.

Receipts for all items purchased with a one-off grant need to be retained by the organisation for auditing purposes. The Department annually will audit up to 5% of grant recipients.

For all purchases over \$500, you are required to submit receipts as part of the financial acquittal process.

Summary of Project Details

Project Title

Expanding operations to feed more in SA
 This question is read only.

Acquittal Due Date

15/03/2021
 This question is read only.

Intended purpose of the grant

Upgrade the facility with coolroom and freezer racking, to increase services and support to people across the state and expand the number of meals provided to more than 6 million per year.

This question is read only.

Approved funded items

\$9,290 Coolroom and Freezer Racking, \$7,998 Ambient Racking.
 This question is read only.

Primary purpose of the grant

☐ Deliver a one-off program or service ☒ Upgrade community facilities ☐ Purchase a vehicle

This question is read only.

Project Evaluation

*** indicates a required field**

'How Much' (Direct Benefit)

How many people have directly benefited from your project? *

6000

Must be a number.

'How Well' (Satisfaction)

Complete the below table indicating the number of people experiencing each level of satisfaction as a result of directly benefiting from this project so far.

Satisfied	6000
Unsatisfied	0
Not Assessed	0

Objective Outcomes

*** indicates a required field**

Is anyone better off as a result of the project?

Complete the following tables indicating the level of change achieved through the delivery of your project or program.

Within your application you indicated the following outcomes would be achieved:

- ☐ Making your service or facility safer for people
- ☐ Making your service or facility more accessible for people
- ☒ Increasing your organisation's ability to provide a service to people e.g. extending opening hours, expanding the geographical area you service, new service etc.

This question is read only.

As a result of this project what change have you seen regarding the increase to your organisation's ability to provide a service to people e.g. extending opening hours, expanding the geographical area you service, new service etc? *

- ☐ No change ☐ Some change ☒ Significant change

The story behind the results.

Provide a short summary explaining the results, including how you determined the level of change, for this outcome achieved as a result of the project

The installation of the racking has enabled SA SecondBite to increase its storage of ambient product from a maximum of 20 pallets, consistently stored at ground level, to 80 plus pallet storage capacity.

Stored on modern racking, this has enabled SA SecondBite to store and provide produce to our 36 Community Connect clients who in turn provide food for some 6000 individuals / families and to provide a safer working environment for our employees.

The racking has enabled SecondBite SA operations to expand our operation by bringing on board Community Connect groups in Adelaide's northern, central and southern areas assisting approximately 500 additional people to date with indications this will increase.

Priority Theme

*** indicates a required field**

Within your application you identified that your project would address the following priority theme.

- ☒ Cost of living
- ☐ Prevention of domestic, family and sexual violence
- ☐ Disability inclusion
- ☐ Supporting innovation
- ☐ None of the above

This question is read only.

Provide a short summary demonstrating how your project addressed your nominated priority theme. *

The installation of the Dexion racking has had a significant impact on SecondBite's ability to assist those in need. SecondBite has been able to increase storage capacity, therefore having more product on hand to provide to our charity partners. This will provide approximately 6000 or more individuals / families with food product at no charge to families / individuals or Community Connect partners.

Financial Acquittal

*** indicates a required field**

Grant Expenditure

All approved funded items that have been purchased must be listed in separate rows

Receipts

- Exact amounts must be stated as appears on your receipts
- Receipts for all items over \$500 must be attached
- All receipts must be retained for auditing purposes

Grants SA 2019/20 Major Round 2
Major Acquittal Form
Application 1920Major20003 From SecondBite - DRAFT

GST registered organisations

- If you are registered for GST the amount recorded below **must** be GST exclusive

Wages

- For wages, a payroll print-out that includes the position title, Award, level, rate per hour, number of hours and length of employment must be attached

Vehicle purchases

- For the purchase of motor vehicles, a copy of the registration papers and a photo of the vehicle must be attached

Expenditure	\$	Copy of receipt
Dexion Racking - SUPPLY, DELIVER AND INSTALL SPEEDLOCK SELECTIVE AND DRIVE-IN PALLET RACKING SYSTEMS	Clause 7(1)(b), Clause 7(1)(c)	

Budget Totals

Value of Grant Funding

\$17,288.00

This number/amount is calculated.

Total Expenditure

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

This number/amount is calculated.

Funds remaining

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

This number/amount is calculated.

Variance Explanation (provide details to explain surplus funds remaining)

There is a negative variance Clause 7(1)(b), Clause 7(1)(c) (GST exclusive) contributed by SecondBite as the cost of the racking exceeded the funding.

Must be no more than 150 characters.

Declaration and Submission

Declaration

By submitting this Acquittal I declare that:

- › All information supplied within this acquittal form, its schedules and any accompanying documents is complete and accurate, and is not false or misleading in any way.
- › The Applicant Contact Person, Registered Public Officer and/or the Applicant Organisation have/will not partake in and have never committed and/or are being investigated for any fraud or dishonesty offences;
- › All information in the acquittal and its schedules is capable of substantiation.

Grants SA 2019/20 Major Round 2
Major Acquittal Form
Application 1920Major20003 From SecondBite - DRAFT

> I have made all necessary inquiries to satisfy myself that all expenses in this acquittal meet the eligibility requirements as outlined in my contract and the Grants SA Major Guidelines;

> All documents that may be relevant to this acquittal will be made available (upon request) to The Department of Human Services (Grants SA); and

> I am authorised to submit this grant acquittal and agree to submit this declaration on behalf of the applicant organisation.

I understand that:

> Giving false or misleading information is a serious offence. It is a criminal offence to attempt to obtain a grant or increase the amount of a grant expenditure through deceit, false or misleading representation or other unlawful means;

Name: Janine Holloway
Position: Chief Operating Officer
Date: 31/08/2020
Must be a date.

Clause 6(1)

Sign here:

This section cannot be completed online.

Name: John McIntyre
Position: Head of Strategic Funding and Planning
Date: 31/08/2020
Must be a date.

Clause 6(1)

Sign here:

This section cannot be completed online.

How to submit your Project Evaluation and Financial Acquittal

After you have completed all mandatory sections of this form:

1. Select **Review and Submit**, under **Form Navigation**.
2. Select **Download PDF**
3. **Print** the PDF
4. Both authorised persons must **sign** the form, and
5. **Scan** and **upload** the completed form.
6. Select **Submit**

Grants SA 2019/20 Major Round 2
Major Acquittal Form
Application 1920Major20003 From SecondBite - DRAFT

Upload Signed Acquittal

No files have been uploaded

Project ID: EFAP15036-01



Government of South Australia

Department of Human Services

Mr Jim Mullan
Chief Executive Officer
SecondBite
93 Northern Road
HEIDELBERG WEST VIC 3081

Procurement and Grants

GPO Box 292
Adelaide SA 5001

DX115

ABN 11 525 031 744

ABN: 66 116 251 613

Dear Mr Mullan

Re: Grant Offer for Vulnerable South Australians Support Package (VSASP)

I am pleased to offer you a grant of \$100,000 plus GST (if applicable) ('Grant') on behalf of the Minister for Human Services ("**Government Party**").

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

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

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

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

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

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

If you have any queries regarding this offer, please do not hesitate to contact Jim Gillespie on 8413 9022.

Yours faithfully

Clause 6(1)

Fiona Curnow
Director, Community Services

15/01/2021

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

**ACKNOWLEDGEMENT & ACCEPTANCE OF OFFER
OF GRANT FOR VULNERABLE SOUTH AUSTRALIANS SUPPORT PACKAGE**

I, authorised officer, for and on behalf of SecondBite (ABN 66 116 251 613) ("**Recipient**") acknowledge and accept the terms and conditions specified in this Letter of Offer and in Attachments 1, 2 and 3.

Clause 6(1)

Signature: [Redacted Signature]

Print Full Name: Jim Mullan

Position/Office: Chief Executive Officer

Date: 20 / 01 / 2021

Signed in the presence of:

Clause 6(1)

Witness: [Redacted Witness Signature]

Print Full Name: Janine Holloway

Date: 20 / 01 / 2021

Attachment 1 - Grant Details

Item 1	Government Party	The Minister for Human Services, a body corporate pursuant to the Administrative Arrangements Act 1994 ABN: 11 525 031 744 Level 12, 1 King William Street, Adelaide SA 500
Item 2	Recipient	SecondBite 4 Acord Road, Dry Creek SA 5094
Item 3	Commencement Date	Upon execution
Item 4	Expiry Date	30 June 2021
Item 5	Extension Period(s)	Not applicable
Item 6	Recipient's ABN	66 116 251 613 Registered for GST: Yes
Item 7	Contact Persons	<u>Government Party:</u> Jim Gillespie Team Leader, Regional Partnerships, Department for Human Services (DHS) 8413 9022 jim.gillespie@sa.gov.au <u>Recipient:</u> Mr Jim Mullan Chief Executive Officer Clause 6(1) Jim.m@secondbite.org
Item 8	Purpose	Purchase and fit-out of a cool room and freezer to store and retrieve fresh nutritious food for distribution. To support and/or expand existing food relief operations to respond to increased complexity and demand for food relief arising from the COVID-19 pandemic, and in doing so contribute to community wellbeing by providing vulnerable South Australians with access to nutritious and affordable food, especially those who have lost or reduced employment and income due to the COVID-19 pandemic.
Item 9	Outcomes	Improved capacity to store and retrieve nutritious food for distribution. South Australians experiencing hardship have access to nutritious and affordable food. Provide an additional 1,560,000 meals during the Grant Period.
Item 10	Reports and Meetings	There will be periodic meetings between the Government Party and Recipients Contacts to review community need and the outcomes being achieved. The Recipient will provide a report detailing activities undertaken and outcomes achieved within one (1) month of the Expiry Date.

		<p>The Recipient will provide an interim update report for the period January to March 2021, by 14 April 2021.</p> <p>Specific contents for these reports will be negotiated between Government Party and the Recipient during the Grant Period.</p>
Item 11	Grant Amount	\$100,000 <input checked="" type="checkbox"/> GST exclusive
Item 12	Payment Details	<p>Schedule of Payments:</p> <p>Payment will be made via electronic funds transfer, upon execution of Grant</p> <p>Please complete and return the EFT Authorisation Form at Attachment 4</p>
Item 13	Tax Invoice Issuing Party	<input checked="" type="checkbox"/> Government Party <input type="checkbox"/> Recipient
Item 14	Grant Reconciliation Date(s)	A financial Acquittal in the format set out in Attachment 5 within one (1) month after the Expiry Date
Item 15	Additional Recipient Financial Information	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Item 16	Government Party IP Licence	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Item 17	Insurances Public Liability Insurance	Not less than \$1,000,000
Item 18	Liability Limit	1 x Total Grant Amount
Item 19	Notice Period for Termination for Convenience	Not applicable
Item 20	Form of Funding Acknowledgement	The Recipient must acknowledge DHS in publications about the activities funded by the Grant.

Attachment 2 - Standard Terms & Conditions

AGREED TERMS**1. FUNDING PERIOD**

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

2. CONTACT PERSONS

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

3. PURPOSE

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

4. FUNDING AND INVOICING

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

5. GST

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

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

6. REPAYMENT OF UNALLOCATED FUNDS

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

7. PROVISION OF INFORMATION

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

8. FINANCIAL REPORTING AND AUDITING

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

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

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

20. COMPLIANCE WITH LAWS AND POLICIES

- 20.1 The Recipient must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.
- 20.2 The Recipient must comply with any policies notified by the Government Party in writing at the Commencement Date.

21. GOVERNING LAW AND JURISDICTION

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

22. ENTIRE AGREEMENT

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

23. NO ASSIGNMENT

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

24. MODIFICATION

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

25. SEVERANCE

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

26. COUNTERPARTS

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

27. NO FURTHER OBLIGATION

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

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

28. INTERPRETATION

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

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

29. DEFINITIONS

In this Agreement:

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

30. SPECIAL CONDITIONS

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

Attachment 3 – Special Conditions
Not used



Attachment 4 – EFT Authorisation Form

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

1. Vendor Details			
Vendor Id (OFFICE USE ONLY)			
*ABN Name	SecondBite		
*ABN number	66 116 251 613		
*Address	Units 1 & 2 13-15 Duncan Road		
*City/Suburb	Dry Creek		
*State	SA	*Post Code	5094
Fax No.		*Phone No.	
*Email	brian.e@secondbite.org		

MAILING ADDRESS IF DIFFERENT

Address	93 Northern Road		
City/Suburb	Heidelberg West		
State	Vic	Post Code	3081
Fax No.		Phone No.	03 93763800
Email	accounts@secondbite.org		

2. VENDOR INDEMNITY

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

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

*Primary Officer bearer name	Jim Mullan	*Signature	Clause 6(1)
*Title	Chief Executive Officer	*Date	20/01/2021
Contact Number	Clause 6(1)	Email	jim.m@secondbite.org
*Treasurer name	Janine Holloway	*Signature	Clause 6(1)
*Title	Chief Operating Officer	*Date	20/01/2021
Contact Number	Clause 6(1)	Email	janine.h@secondbite.org

3. BANK DETAILS

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

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

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

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

Attachment 5 – Acquittal Form

Department of Human Services Community Services Division Financial Acquittal			
Period:			
eg Q1, Q2, Q3, Q4, H1, H2, A (see Explanatory Notes) and Financial Year eg 2019-20			
Due Date:			
Schedule ID:			
FGMS Project ID:			
Region:			
Organisation Name:			
Funding			
		Period \$	YTD
DHS Funding for this Project			
Unspent DHS funds carried forward from previous period		\$0	\$0
DHS program funds received for this period		\$0	\$0
Total Funding		\$0	\$0
Expenses			
Salaries/Wages (and on costs) for staff involved in the provision, supervision or management of services to clients			
Salaries & Wages		\$0	\$0
Salary On Costs (Workers Compensation, Superannuation, Long Service Leave Provision)		\$0	\$0
Other Related Costs:			
Staff Training and Development		\$0	\$0
Supporting / Training Volunteers		\$0	\$0
Uniforms		\$0	\$0
Travel		\$0	\$0
Direct Service/Program Delivery Expenses			
Activity / Program materials (incl crèche)		\$0	\$0
Transport & Vehicle Related Expenses		\$0	\$0
Evaluation & Reporting		\$0	\$0
Interpreters		\$0	\$0
Sub-total		\$0	\$0
In-Direct Program Expenses and Operating Costs			
Infrastructure costs		\$0	\$0
Rent		\$0	\$0
CEO and/or Governance functions		\$0	\$0
Quality assurance programs		\$0	\$0
Human resources management		\$0	\$0
ICT functions and telecommunications		\$0	\$0
Administrative services		\$0	\$0
Office supplies		\$0	\$0
Sub-total		\$0	\$0
Total Expenditure		\$0	\$0
Surplus (+) / Deficit (-)		\$0	\$0
Variance Explanation for the Period: (this section must be completed if Surplus or Deficit is > \$1,000)			
Variance Explanation for Year to Date: (this section must be completed if Surplus or Deficit is > \$1,000)			
In relation to the receipts and expenditure items detailed above, we hereby affirm that the funds provided by the Department of Human Services have been applied to approved purposes in accordance with the Service Agreement. Funds remaining are to be repaid to the Department unless the Chief Executive of the Department has given specific approval for the funds to be retained by the recipient body.			
Senior Officer		Senior Officer	
Signature:		Signature:	
.....		
Name:		Name:	
Office Held:		Office Held:	
Date:		Date:	

Grants SA 2019/20 Major Round 2
Major Acquittal Form (Version 2 of 2)
Application No. 1920Major20003 From SecondBite
 Form Submitted 4 May 2021, 2:03PM ACST

Project Evaluation and Financial Acquittal

Project Evaluation and Financial Acquittal

Congratulations on completing your Grants SA funded project.

Important Information

As part of your grant obligations, you are required to complete and submit a Project Evaluation and Financial Acquittal **within one month of the end date of your agreement**. It is important that you submit this report by the due date. Failure to do so may result in your organisation being ineligible for future funding through the Department of Human Services.

Please ensure that all funds are expended within the dates of the agreement. Unspent funds or funds not expended within the funding agreement dates or funds not expended may need to be repaid to the Department of Human Services. You will be notified if this is the case, and if required, an invoice will be issued after the Department has processed this expenditure report.

Receipts for all items purchased with a one-off grant need to be retained by the organisation for auditing purposes. The Department annually will audit up to 5% of grant recipients.

For all purchases over \$500, you are required to submit receipts as part of the financial acquittal process.

Summary of Project Details

Project Title

Expanding operations to feed more in SA
 This question is read only.

Acquittal Due Date

15/03/2021
 This question is read only.

Intended purpose of the grant

Upgrade the facility with coolroom and freezer racking, to increase services and support to people across the state and expand the number of meals provided to more than 6 million per year.

This question is read only.

Approved funded items

\$9,290 Coolroom and Freezer Racking, \$7,998 Ambient Racking.
 This question is read only.

Primary purpose of the grant

☐ Deliver a one-off program or service ☒ Upgrade community facilities ☐ Purchase a vehicle

This question is read only.

Project Evaluation

Grants SA 2019/20 Major Round 2
Major Acquittal Form (Version 2 of 2)
Application No. 1920Major20003 From SecondBite
Form Submitted 4 May 2021, 2:03PM ACST

*** indicates a required field**

'How Much' (Direct Benefit)

How many people have directly benefited from your project? *

6000

Must be a number.

'How Well' (Satisfaction)

Complete the below table indicating the number of people experiencing each level of satisfaction as a result of directly benefiting from this project so far.

Satisfied	6000
Unsatisfied	0
Not Assessed	0

Objective Outcomes

*** indicates a required field**

Is anyone better off as a result of the project?

Complete the following tables indicating the level of change achieved through the delivery of your project or program.

Within your application you indicated the following outcomes would be achieved:

- ☐ Making your service or facility safer for people
- ☐ Making your service or facility more accessible for people
- ☒ Increasing your organisation's ability to provide a service to people e.g. extending opening hours, expanding the geographical area you service, new service etc.

This question is read only.

As a result of this project what change have you seen regarding the increase to your organisation's ability to provide a service to people e.g. extending opening hours, expanding the geographical area you service, new service etc? *

- ☐ No change ☐ Some change ☒ Significant change

The story behind the results.

Provide a short summary explaining the results, including how you determined the level of change, for this outcome achieved as a result of the project

Grants SA 2019/20 Major Round 2

Major Acquittal Form (Version 2 of 2)

Application No. 1920Major20003 From SecondBite

Form Submitted 4 May 2021, 2:03PM ACST

*

The installation of the racking has enabled SA SecondBite to increase its storage of ambient product from a maximum of 20 pallets, consistently stored at ground level, to 80 plus pallet storage capacity.

Stored on modern racking, this has enabled SA SecondBite to store and provide produce to our 36 Community Connect clients who in turn provide food for some 6000 individuals / families and to provide a safer working environment for our employees.

The racking has enabled SecondBite SA operations to expand our operation by bringing on board Community Connect groups in Adelaide's northern, central and southern areas assisting approximately 500 additional people to date with indications this will increase.

Priority Theme

*** indicates a required field**

Within your application you identified that your project would address the following priority theme.

- ☒ Cost of living
- ☐ Prevention of domestic, family and sexual violence
- ☐ Disability inclusion
- ☐ Supporting innovation
- ☐ None of the above

This question is read only.

Provide a short summary demonstrating how your project addressed your nominated priority theme. *

The installation of the Dexion racking has had a significant impact on SecondBite's ability to assist those in need. SecondBite has been able to increase storage capacity, therefore having more product on hand to provide to our charity partners. This will provide approximately 6000 or more individuals / families with food product at no charge to families / individuals or Community Connect partners.

Financial Acquittal

*** indicates a required field**

Grant Expenditure

All approved funded items that have been purchased must be listed in separate rows

Receipts

- Exact amounts must be stated as appears on your receipts
- Receipts for all items over \$500 must be attached
- All receipts must be retained for auditing purposes

Grants SA 2019/20 Major Round 2
Major Acquittal Form (Version 2 of 2)
Application No. 1920Major20003 From SecondBite
Form Submitted 4 May 2021, 2:03PM ACST

GST registered organisations

- If you are registered for GST the amount recorded below **must** be GST exclusive

Wages

- For wages, a payroll print-out that includes the position title, Award, level, rate per hour, number of hours and length of employment must be attached

Vehicle purchases

- For the purchase of motor vehicles, a copy of the registration papers and a photo of the vehicle must be attached

Expenditure	\$	Copy of receipt
Dexion Racking - SUPPLY, DELIVER AND INSTALL SPEEDLOCK SELECTIVE AND DRIVE-IN PALLET RACKING SYSTEMS	Clause 7(1)(b), Clause 7(1)(c)	

Budget Totals

Value of Grant Funding

\$17,288.00

This number/amount is calculated.

Total Expenditure

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

This number/amount is calculated.

Funds remaining

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

This number/amount is calculated.

Variance Explanation (provide details to explain surplus funds remaining)

There is a negative variance Clause 7(1)(b), Clause 7(1)(c) (GST exclusive) contributed by SecondBite as the cost of the racking exceeded the funding.

Must be no more than 150 characters.

Declaration and Submission

Declaration

By submitting this Acquittal I declare that:

- > All information supplied within this acquittal form, its schedules and any accompanying documents is complete and accurate, and is not false or misleading in any way.
- > The Applicant Contact Person, Registered Public Officer and/or the Applicant Organisation have/will not partake in

Grants SA 2019/20 Major Round 2
Major Acquittal Form (Version 2 of 2)
Application No. 1920Major20003 From SecondBite
Form Submitted 4 May 2021, 2:03PM ACST

and have never committed and/or are being investigated for any fraud or dishonesty offences;

> All information in the acquittal and its schedules is capable of substantiation.

> I have made all necessary inquiries to satisfy myself that all expenses in this acquittal meet the eligibility requirements as outlined in my contract and the Grants SA Major Guidelines;

> All documents that may be relevant to this acquittal will be made available (upon request) to The Department of Human Services (Grants SA); and

> I am authorised to submit this grant acquittal and agree to submit this declaration on behalf of the applicant organisation.

I understand that:

> Giving false or misleading information is a serious offence. It is a criminal offence to attempt to obtain a grant or increase the amount of a grant expenditure through deceit, false or misleading representation or other unlawful means;

Name: Janine Holloway

Position: Chief Operating Officer

Date: 31/08/2020
Must be a date.

Sign here:

This section cannot be completed online.

Name: John McIntyre

Position: Head of Strategic Funding and Planning

Date: 31/08/2020
Must be a date.

Sign here:

This section cannot be completed online.

How to submit your Project Evaluation and Financial Acquittal

After you have completed all mandatory sections of this form:

Grants SA 2019/20 Major Round 2
Major Acquittal Form (Version 2 of 2)
Application No. 1920Major20003 From SecondBite
Form Submitted 4 May 2021, 2:03PM ACST

1. Select **Review and Submit**, under **Form Navigation**.
2. Select **Download PDF**
3. **Print** the PDF
4. Both authorised persons must **sign** the form, and
5. **Scan** and **upload** the completed form.
6. Select **Submit**

Upload Signed Acquittal

Filename: DHSRackingAcquittal310820.pdf
File size: 216.2 kB



Government of South Australia

Department of Human Services

Procurement and Grants Unit

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

GPO Box 292
Adelaide SA 5001
DX 115

Tel (08) 8207 2493

ABN 11 525 031 744

www.dhs.sa.gov.au

Project ID: EFAP15036-01

Mr Jim Mullan
Chief Executive Officer
SecondBite
93 Northern Road
HEIDELBERG WEST VIC 3081
ABN: 66 116 251 613

Dear Mr Mullan

EFAP15036-01 – Vulnerable South Australians Support Package (VSASP) – Extension of Agreement

I refer to the agreement between SecondBite and the Minister for Human Services ("Minister") dated 15 January 2021 ("Agreement").

Your request to extend this Agreement has been approved. Attachment 1, Item 4L: Expiry Date is now amended to the following - 31 December 2021. No additional funds will be provided for this project.

To confirm your receipt and acceptance of this Extension of Agreement, please print and sign both original hard copies, retain one for your records and return the remaining copy via post to:

Aaron Maynard
Procurement and Grants Unit
Department of Human Services
GPO Box 292
Adelaide SA 5001
DX115

Alternatively, certificate-based electronic signatures under DocuSign eSignature or Adobe digital IDs (AdobePro) are acceptable. Please do not use Adobe "fill and sign" signatures or signature GIFs which do not carry sufficient verification. Please send electronically signed and scanned documents to DHSProcurementContracts@sa.gov.au.

Should you have any queries regarding the matters raised in this letter, please do not hesitate to contact Jim Gillespie on 8413 9022.

Yours sincerely

Clause 6(1)

Rory Spreckley
General Manager
Community and Social Investment
05/10/2021

Signed for and on behalf of SecondBite (ABN 66 116 251 613) by a person duly authorised to do so:

Clause 6(1)

Signature

Date 12/10/21

Print Name

STEVE CLIFFORD
CEO

STANDARD NOT FOR PROFIT SECTOR FUNDED SERVICES AGREEMENT
CND020-01 P10147 Community and Neighbourhood Development Program
The Food Centre Inc



Government
of South Australia

AGREEMENT made on 26-Jul-2023

BETWEEN:

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

AND:

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

IT IS AGREED

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

EXECUTED AS AN AGREEMENT

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:

)

DocuSigned by:
Clause 6(1)
 E492B08D795E941D.....

)

Authorised officer signature

)

Ruth Ambler

)

.....
 Authorised officer name

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

)

DocuSigned by:
Clause 6(1)
 856FCA9A794F41E.....

)

Authorised officer signature

)

James Chapman

)

.....
 Authorised officer name

Attachment 1 – Agreement Details

Item 1	Government Party	Minister for Human Services ABN 11 525 031 744 Level 12, 1 King William Street ADELAIDE SA 5000
Item 2	Not for Profit Organisation (NFP)	The Food Centre Inc Shop 5, 580 Main North Road Gepps Cross SA 5094
Item 3	Commencement Date	1 July 2023
Item 4	Expiry Date	30 June 2026
Item 5	Extension Period(s)	Extension Period 1: 1 July 2026 to 30 June 2029 Extension period 2: 1 July 2029 to 30 June 2032
Item 6	NFP's ABN	33 216 564 273 Registered for GST: Yes
Item 7	Contract Managers	Government Party: Jim Gillespie Manager, Community Programs and Partnerships Jim.gillespie@sa.gov.au (08) 8413 9022 Postal address: GPO Box 292, Adelaide SA 5001 NFP: James Chapman CEO james@thefoodcentre.com.au (08) 8262 7345 Postal address: Shop 5, 580 Main North Road, Gepps Cross SA 5094
Item 8	Named Persons	Not applicable
Item 9	Purpose	The NFP will provide programs, activities and services for the Community and Neighbourhood Development Program in accordance with Attachment 4, with the intended result of increased participation by community members in community life and decision making, improved wellbeing and reduction in loneliness and isolation.
Item 10	Reports and Meetings	The NFP will provide the following reports in accordance with Attachment 4: <ul style="list-style-type: none"> • Initial Annual Community Development Action Plan • Subsequent Annual Community Development Action Plans • Six-monthly outcomes data report • Six monthly financial acquittal report

		<ul style="list-style-type: none"> • Annual Performance review report • Financial documents <p>Meetings:</p> <p>The NFP will participate in a formal service monitoring process that will occur during the term of the Agreement with representatives from the NFP and Government Party. This will include regular performance review meetings. Meetings will occur at least annually.</p>
Item 11	Block Funding and Payment Details	<p>Total Block Funding Amount: \$326,825 (GST inclusive unless clause 9.2 applies)</p> <p>Manner of Payment: Quarterly in advance</p> <p>Schedule of Payments: In accordance with Attachment 5</p> <p>Address for invoices: Not applicable</p>
Item 12	Tax Invoice Issuing Party	<p><input checked="" type="checkbox"/> Government Party</p> <p><input type="checkbox"/> NFP</p>
Item 13	Block Funding Reconciliation Dates	<p>Financial Acquittals are required to be provided in the format as per Attachment 6. It must be submitted to the Government Party by no later than one calendar month following the end of the following periods:</p> <p>1 July – 31 December</p> <p>1 January – 30 June</p>
Item 14	Additional NFP Financial Information	<p><input checked="" type="checkbox"/> Yes.</p> <p><input type="checkbox"/> No</p> <p>Financial documents as described in Attachment 2, Clause 12.3 but only when Clause 12.2 does not apply</p>
Item 15	Service Credit/Abatement	Not applicable
Item 16	Quality Standards	The NFP is to endorse and promote the principles and practices of quality improvement by working towards attaining and maintaining continuous accreditation in the Australian Service Excellence Standards or Government Party approved equivalent.
Item 17	Insurances Public Liability Insurance Professional Indemnity Insurance	<p>Not less than \$1,000,000</p> <p>Not less than \$1,000,000</p> <p>The Professional Indemnity Insurance held by the NFP must include a minimum period of 3 years.</p>
Item 18	Liability Limit	The Liability Limit is 3 x the Total Block Funding Amount
Item 19	Additional Transition Requirements	An agreed Transition Out Plan will be required to be in place three months prior to the Expiry Date.
Item 20	Approved Subcontractors	Not applicable.
Item 21	Additional Personnel Checks	Working with children check under the <i>Child Safety (Prohibited Persons) Act 2016</i>

Item 22	Notice Period for Termination for Convenience	90 days
Item 23	Form of Block Funding Acknowledgement	The NFP must appropriately acknowledge the Department of Human Services as the funding source for the service in public communication about the service.

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. CONTRACT LENGTH

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

2. CONTRACT MANAGERS

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

3. PURPOSE

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

4. SUPPLY OF FUNDED SERVICES

- 4.1 The NFP must ensure that the NFP's Personnel provides the Funded Services described in Attachment 4 in accordance with the terms and conditions of this Agreement.
- 4.2 Where Attachment 1 specifies Named Persons, then the Funded Services must be delivered by those Named Persons.
- 4.3 The NFP may substitute a Named Person with the consent of the Government Party, subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 4.4 The NFP must ensure that Funded Services are delivered:
- (a) to a standard that meets or exceeds the Service Levels;
 - (b) in accordance with the quality standards specified in Attachment 1;
 - (c) in accordance with the warranties in clause 6; and
 - (d) in accordance with any policies and directions notified in writing by the Government Party to the NFP at the Commencement Date; and
 - (e) by any Milestone Dates.
- 4.5 If service credits or fee abatements are specified in Attachment 1 and if the NFP fails to meet a Service Level the Government Party's remedy will be the payment of that service credit or fee abatement.
- #### 5. SERVICE VARIATION
- 5.1 If either Party wishes to vary the scope of the Funded Services ("Variation"), it must follow the procedure set out below.
- 5.2 If the Government Party requires a Variation, it must issue a written request to the NFP and the NFP must within 14 days (or such other period as agreed) provide a written quote ("Quote") setting out the information specified in clause 5.4.
- 5.3 If the NFP requires a variation it must issue a Quote to the Government setting out the information specified in clause 5.4.
- 5.4 A Quote must contain the following information:
- (a) any impacts on the timing of or completion of tasks;
 - (b) any variation to the funding and payment arrangements; and
 - (c) any changes to the terms that apply to the performance of the Funded Services.

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

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

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

6. NFP'S WARRANTIES

- 6.1 The NFP warrants that the Funded Services will:
- (a) comply with the description of the Funded Services in Attachment 4;
 - (b) be provided with due care and skill;
 - (c) be provided in a timely and efficient manner;
 - (d) be supplied without infringing any person's Intellectual Property Rights; and
 - (e) be supplied in the most cost effective manner consistent with the required level of quality and performance.
- 6.2 The NFP warrants that it has all rights, title, licences (including where relevant a labour hire licence), authorisations, consents and other approvals necessary to provide the Funded Services.
- #### 7. NFP'S PERSONNEL
- 7.1 The NFP, if required by the Government Party, must give its consent to and procure the consent of the NFP's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.
- 7.2 If the Government Party acting reasonably, considers any one or more of the NFP's Personnel to be an Unsuitable Person then the Government Party may give the NFP notice in writing requiring those persons to be withdrawn from supplying the Funded Services and the NFP must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.

8. FUNDING AND INVOICING

- 8.1 If the Tax Invoice Issuing Party is the Government Party:
- (a) the Parties agree that this Agreement satisfied the requirement for a written agreement specifying the supplies to which the Recipient Created Tax Invoice ("RCTI") relates;
 - (b) the Government Party must provide a copy of the Tax Invoice to the NFP within 30 days of the making, or determining of the value, of the Taxable Supply in respect of the Funded Services; and
 - (c) the NFP must not issue a Tax Invoice in respect of Funded Services the subject of the RCTI.
- 8.2 If the Tax Invoice Issuing Party is the NFP, the NFP may invoice the Government Party for payment in respect of Funded Services, in advance of the supply of the Funded Services.
- 8.3 The Government Party will pay the Block Funding in the amounts and at the times specified in Attachment 1 upon either production or receipt of a Tax Invoice.
- 8.4 The NFP must ensure that it can properly account for the Block Funding received under the Agreement.
- 8.5 For agreements greater than 12 months, on each anniversary of the Commencement Date during the period of the Agreement:

- (a) the amount of unpaid Block Funding will be indexed by the NFP Indexation Rate for that Financial Year; and
- (b) the Government Party must issue a revised Schedule of Payments (including past amounts paid and indexed instalments payable for the remaining funding period).
- 8.6 Clause 8.5 does not apply if the Government Party advises the NFP that the Block Funding payable for each year of the Agreement has already been indexed by the NFP Sector Indexation Rate.
- 8.7 The NFP must create accruals and provisions that are consistent with prudent management and proper accounting practice to meet such obligations.
- 9. GST**
- 9.1 Subject to clause 9.2 the NFP represents that:
- (a) the ABN shown in Attachment 1 is the NFP's ABN; and
- (b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth).
- 9.2 If the NFP is not registered for GST, then GST must not be charged on supplies made under this Agreement.
- 10. REPAYMENT OF UNALLOCATED OR MISUSED FUNDS**
- 10.1 Upon each anniversary of the Commencement Date during the Agreement or other date as may be specified in Attachment 1 ("**Block Funding Reconciliation Date**") and at the end of the Agreement, if the NFP has not expended all of the Block Funding, it must notify the Government Party of the unexpended amount and may submit a written request for retention or carryover of unexpended amounts specifying:
- (a) the amount to be retained or carried over; and
- (b) the purpose for which the unexpended amount will be used.
- 10.2 The Government Party must consider the NFP's request and notify the NFP in writing whether it:
- (a) agrees that the NFP may retain or carry over all or part of the unexpended amount; or
- (b) requires the NFP to repay all or part of that amount as notified by the Government Party, to the Government Party within 30 days of receipt of the notice from the Government Party.
- 10.3 If the NFP does not apply any part of the Block Funding for the Purpose the Government Party may require the NFP to repay the portion of misused Block Funding within 30 days of a written demand from the Government Party.
- 11. PROVISION OF INFORMATION**
- 11.1 The NFP must provide those reports and other documents and must attend meetings as specified in Attachment 1.
- 11.2 If the Government Party requires additional reports to those specified in clause 11.1, the NFP must provide a quote of its reasonable costs in preparing the additional reports and if the Government Party accepts the quote the NFP must provide those reports.
- 11.3 The NFP must immediately inform the Government Party of any significant changes to the nature and/or scope of the activities conducted by the NFP which would impact on the Purpose or the Outcomes under this Agreement.
- 12. FINANCIAL REPORTING AND AUDITING**
- 12.1 The NFP must provide an acquittal in relation to the expenditure of all Block Funding under this Agreement using the form in Attachment 6:
- (a) certifying that the Block Funding has been properly spent, in accordance with the requirements of the Agreement;
- (b) signed by two persons authorised by the NFP's board of management (or equivalent); and
- (c) within three months of the end of each Financial Year during the Term or other dates as may be specified in Attachment 1 ("**Block Funding Reconciliation Dates**").
- 12.2 If the NFP is required by law to prepare audited financial statements, the NFP must provide the Government Party with copies of such audited financial statements, within 6 months of the end of each Financial Year during the Term.
- 12.3 If the NFP is not required by law to prepare audited financial statements, and only if specified in Attachment 1, the NFP must provide the Government Party with the following financial statements, within six months of the end of each Financial Year during the Term:
- (a) A balance sheet;
- (b) An income and expenditure statement; and
- (c) A statement of changes in equity for the financial year
- (together "**Additional NFP Financial Information**").
- 12.4 The NFP agrees the Government Party may direct that the financial accounts of the NFP be audited at the Government Party's cost and that the Government Party may specify the minimum qualification that must be held by the person appointed to conduct the audit.
- 12.5 If the audit discloses that the NFP has applied the Block Funding for a purpose other than the Purpose then the Recipient will be required to reimburse the Government Party the costs of the audit and clause 10.3 will apply.
- 13. INSPECTION**
- 13.1 Where the Government Party reasonably suspects that the Block Funding has not been used for the Purpose the Government Party may on giving reasonable written notice to the NFP, enter the premises of and inspect the operations of the NFP (including equipment, premises, accounting records, documents and information) and interview the NFP's Personnel on matters pertaining to the operations and reporting obligations of the NFP under this Agreement.
- 14. INTELLECTUAL PROPERTY RIGHTS**
- 14.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 14.2 The NFP grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.
- 15. CONFIDENTIAL INFORMATION**
- 15.1 Subject to this clause 15, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 15.2 A Party may disclose Confidential Information belonging to the other Party:
- (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
- (b) as required by law or a court order;
- (c) in accordance with any Parliamentary or constitutional convention; or
- (d) for the purposes of prosecuting or defending proceedings.
- 15.3 The Parties may mutually agree to disclose Confidential Information.
- 16. PRIVACY**
- 16.1 The NFP must:
- (a) comply with the South Australian Government Information Privacy Principles (a copy of which can be found at

<http://www.dpc.sa.gov.au/documents/rendition/B17711#sthash.s76QhRX6.dpuf> ("IPPs") as if the NFP were an "agency" for the purposes of the IPPs, in undertaking its obligations under this Agreement including in relation to all Personal Information received, created or held by it for the purposes of this Agreement; and

- (b) allow the Government Party to undertake, and cooperate with any audit or investigation which the Government Party deems necessary to verify that the NFP is complying with the IPPs.

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

17. PUBLICITY

- 17.1 The NFP will acknowledge the Block Funding by the Government Party in any advertising, publicity or promotional material relating to this Agreement in the manner specified in Attachment 1.
- 17.2 The NFP will participate in promotional or publicity activity in relation to this Agreement as is reasonably required by the Government Party.
- 17.3 The NFP and the Government Party must use their best endeavour to mutually agree on the content of any public announcements or media releases about this Agreement.
- 17.4 If due to urgent circumstances or due to the nature and timing of the media request, it is not possible to provide prior notice of an announcement or media release to the other Party, then the Party making the announcement or media release must notify the other Party and provide a summary of the announcement or a copy of the media release as soon as possible after making the announcement or media release.
- 17.5 Nothing in this clause derogates from the operation of the *Not-for-Profit Sector Freedom to Advocate Act 2013*.

18. INSURANCE

- 18.1 The NFP must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.
- 18.2 The policies of insurance referred to in clause 18.1 must be held during the Agreement and for any applicable run off period.

19. LIABILITY LIMIT

- 19.1 The NFP's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.

20. SET-OFF

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

21. DISPUTE RESOLUTION

- 21.1 Subject to clause 21.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 21.2 Either Party may give the other a notice in writing ("dispute notice") setting out the details of the dispute.
- 21.3 Within 7 days or such other period as may be agreed by the Parties, the Contract Managers must meet and use reasonable endeavours to resolve the dispute.
- 21.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

22. ENDING THIS AGREEMENT

- 22.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the NFP if:

- (a) the Government Party reasonably forms the opinion that the NFP will be unable to perform its obligations under this Agreement;
- (b) the NFP is in breach of this Agreement and has not rectified such breach within 14 days of the Government Party giving notice in writing to the NFP requiring the rectification of such breach;
- (c) the NFP does not use the Block Funding for the Purpose to achieve the Outcomes (if specified in Attachment 1);
- (d) the Government Party becomes aware that the NFP is in material breach of its statutory obligations with respect to its employees;
- (e) the NFP fails to comply with a notice issued under clause 7.2; or
- (f) the NFP fails to disclose a conflict of interest; or
- (g) the NFP suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.

22.2 Either Party may terminate this Agreement without cause by giving the other Party the period of notice specified in Attachment 1 which must not be less than 3 months ("Notice Period for Termination for Convenience").

22.3 If the Government Party terminates this Agreement in accordance with clause 22.2:

- (a) the NFP has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid:
 - (i) for Funded Services provided before the effective termination date; and
 - (ii) subject to clause 22.4, any reasonable unavoidable costs directly attributable to the termination of the Agreement but the Government Party shall have no liability for any lost earnings or opportunity costs; and
- (b) the NFP must comply with all reasonable directions given by the Government Party.

22.4 The NFP must provide to the Government Party documentary evidence that it has incurred the costs referred to in clause 22.3 and if the claim is not disputed the Government Party must pay such claim within 30 days of receipt of the claim.

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

23. EFFECT OF ENDING THIS AGREEMENT

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

24. TRANSITION

24.1 Upon the commencement of this Agreement and as and when otherwise required, the NFP must, if applicable, co-operate with the Government Party and the previous provider of the Funded Services and do all things necessary for the effective, smooth and efficient handover of the Funded Services to the NFP to ensure that the standard and delivery of the Funded Services do not suffer.

24.2 Upon the expiry or earlier termination of the Agreement if required by the Government Party, the NFP must co-

operate with the Government Party and do all things necessary, and provide all relevant information and records, for the effective, smooth and efficient handover of the Funded Services to the Government Party or any incoming service provider to ensure that the standard and delivery of the Funded Services do not suffer.

24.3 The NFP must comply with the additional transition requirements (if any) set out in Attachment 1 of the Agreement.

24.4 The Government Party must pay the transition costs (if any) set out in Attachment 1 of the Agreement.

25. SUBCONTRACTING

25.1 With the exception of the Approved Subcontractors described in Attachment 1, the NFP must not engage any subcontractor without the prior written permission of the Government Party.

25.2 The NFP remains responsible for obligations performed by the subcontractors' personnel to the same extent as if such obligations were performed by the NFP.

26. WORK HEALTH & SAFETY

26.1 The NFP must comply with the *Work Health and Safety Act 2012* (SA) at all times, regardless of whether the Government Party issues direction in that regard or not.

26.2 If all or part of the Funded Services under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the NFP must comply and must ensure that the NFP's Personnel complies with the Government Party's work health and safety policies, procedures and instructions. If the NFP becomes aware of any potentially hazardous situation on the Government Party's premises, the NFP must immediately bring it to the Government Party's attention.

27. CONFLICT OF INTEREST

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

28. CONTRACT DISCLOSURE

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

28.2 Nothing in this clause derogates from:

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

29. COMPLIANCE WITH LAWS

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

30. GOVERNING LAW AND JURISDICTION

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

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

31. ENTIRE AGREEMENT

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

32. NO ASSIGNMENT

32.1 The NFP must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval will not be unreasonably withheld.

32.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.

33. MODIFICATION

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

34. SEVERANCE

34.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.

34.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

35. COUNTERPARTS

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

36. NO FURTHER OBLIGATION

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

37. FEEDBACK AND COMPLAINTS

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

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

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

38. INTERPRETATION

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

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

39. DEFINITIONS

In this Agreement:

- (a) **"Approved Subcontractors"** means those subcontractors specified in Attachment 1;
- (b) **"Block Funding"** means the funds payable under the Agreement specified in Attachment 1 and includes any variation to the funds under clause 5 and previous indexation amounts applied and notified under clause 8.;
- (c) **"Confidential Information"** means information which is identified as confidential information by a Party, but does not include this Agreement;
- (d) **"Conflict of Interest"** means a situation where there is potential or an actual conflict between the private interests of the NFP or any of its Personnel and the NFP and its Personnel's obligations under this Agreement;
- (e) **"Extension Period(s)"** means the period(s) specified in Attachment 1;
- (f) **"Funded Services"** means services that are provided in exchange for Block Funding as specified in Attachment 4;
- (g) **"GST"** means the tax imposed by the GST Law;
- (h) **"GST Law"** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (i) **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a), but for the avoidance of doubt excludes moral rights and performers' rights;
- (j) **"Machinery of Government Change"** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (k) **"Milestone Dates"** means dates by which Funded Services or Reports and Documentation must be delivered as specified in Attachment 4;
- (l) **"Named Persons"** means the persons specified in Attachment 1;
- (m) **"NFP Sector Indexation Rate"** is the annual rate as published on the Department of Treasury and Finance www.treasury.sa.gov.au;
- (n) **"NFP's Personnel"** means any Approved Subcontractors, employees, agents, subcontractors

engaged under clause 25 and any other person employed or engaged by the NFP to perform this Agreement and includes the Named Persons.

- (o) **"Notice Period for Termination for Convenience"** means the time period specified in Attachment 1;
- (p) **"Other Termination Right"** means the termination rights specified in Attachment 1;
- (q) **"Outcomes"** means the public benefits to be achieved by the provision of the Funded Services as specified in Attachment 4;
- (r) **"Party"** means a party to this Agreement;
- (s) **"Personal Information"** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (t) **"Privacy Obligations"** means the NFP's obligations in relation to personal information specified in clause 16;
- (u) **"Purpose"** means the purpose specified in Attachment 1;
- (v) **"Service Levels"** means the service levels specified in Attachment 4; and
- (w) **"Tax Invoice"** has the meaning attributable in the GST Law;
- (x) **"Tax Invoice Issuing Party"** is the Party that will issue Tax Invoices nominated in Attachment 1;
- (y) **"Taxable Supply"** has the meaning attributable in the GST Law;
- (z) **"Unsuitable Person"** means a person who:
 - (i) is the subject of any arrest, charge or conviction for:
 - A. a sexual offence or an offence of indecency;
 - B. any offence of violence or deprivation of liberty (whether indictable or not) or other indictable offence; or
 - C. any other offence that the Government Party notifies the NFP in writing the Government Party considers renders the NFP Personnel unsuitable to be involved in the provision of Services; or
 - (ii) fails to pass any additional personnel check specified in Attachment 1.

40. SPECIAL CONDITIONS

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

Attachment 3 - Special Conditions

41. NON-EXCLUSIVITY

- 41.1 This Agreement is entered into on a non-exclusive basis.
- 41.2 The Government Party may purchase other services similar to the Funded Services from other providers.

42. COOPERATING WITH INVESTIGATIONS

- 42.1 The NFP acknowledges that the Chief Executive of the Department for Child Protection and the Special Investigations Unit of the Department for Child Protection ("**Government Investigators**") have the authority to institute investigations under child protection legislation.
- 42.2 The NFP must in relation to the Funded Services:
 - (a) cooperate with any investigation instituted by a Government Investigator; and
 - (b) use its best endeavours to ensure the co-operation of its officers, employees; and
 - (c) seek the cooperation of its volunteers, agents and sub-contractors.
- 42.3 Where the Government Investigator is entitled either by law or by the South Australian Government Information Privacy Principles to personal information and records containing personal information held by the NFP it may request and the NFP must provide, copies of the personal information and records.

43. INDUSTRY PARTICIPATION POLICY

- 43.1 The NFP must implement the NFP's Industry Participation Plan ("**IPP**") approved by the Industry Advocate ("**IA**").
- 43.2 The NFP must provide an Industry Participation Report ("**IPP Report**") in respect of each Industry Participation Reporting Period within two weeks of the end of each period
- 43.3 The Industry Participation Reporting Period is:
 - (a) the period between the Commencement Date and the date six (6) months after the Commencement Date;
 - (b) each subsequent six (6) month period during the Term;
 - (c) if the Agreement ends on a date that is not an anniversary of the Commencement Date or an anniversary of the date in Special Condition 43.3(b), the period from the conclusion of the preceding Industry Participation Reporting Period until the date of termination or expiry of the Agreement;
 - (d) for short-term projects of strategic importance to the State the period notified by the IA to the NFP in writing; and
 - (e) where the Term is for a period less than six (6) months, the entire Term.
- 43.4 The NFP must attend any meeting scheduled by the IA during the Term to review how the IPP is being implemented and advanced, and for this purpose, the NFP must provide all information reasonably requested by the IA. The IA must give the NFP not less than ten (10) Business Days' notice of any such meeting.
- 43.5 The IA may, by written notice require that the NFP within a reasonable time specified in the notice, provide information or documents to enable the IA to assess the NFP's compliance with this special condition.
- 43.6 If the IA reasonably believes that the NFP is not complying with the requirements of this special condition, the IA may by notice in writing direct that the supply comply with those requirements.
- 43.7 Upon receipt of the notice, if the NFP is of the opinion that its noncompliance is reasonable and justified, the NFP may provide a response to the IA outlining that opinion and the reasons for it.
- 43.8 The NFP's failure to comply, in whole or in part, with the commitments contained within the IPP will be a factor taken into account in the award of future contracts for the Government of South Australia.
- 43.9 In this special condition, "**Industry Advocate**" or "**IA**" means the person who from time to time has been appointed to the position of Industry Advocate and "**Term**" means the period of the Agreement.

44. CHILD SAFETY

44.1 Additional Definitions

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

44.2 Fundamental Term

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

44.3 No Prohibited Persons

- (a) The NFP must:
 - (i) comply with the obligations of employers under Division 2 Part 4 of Prohibited Persons Act in relation to NFP Personnel that are employed in Prescribed Positions and delivering Services;
 - (ii) as required by the Government Party's Contract Manager, verify that a Working with Children Check has been conducted in relation to the NFP Personnel in Prescribed Positions that are delivering Services; and
 - (iii) subject to clause 44.3(c), immediately procure the ongoing exclusion of any NFP Personnel that are employed in Prescribed Positions from involvement in delivery of the Services, if they are found to be a Prohibited Person.

- (b) Unless such notification causes the NFP to be in breach of the Prohibited Persons Act the NFP must promptly notify the Government Party's Contract Manager if it becomes aware that NFP Personnel who are involved in the delivery of the Services:
 - (i) is a Prohibited Person; or
 - (ii) is the subject of any allegation, arrest, charge or conviction for a Prescribed Offence or a Presumptive Disqualification Offence (whilst not being the subject of a Prohibition Notice).
- (c) The NFP will not be in breach of its obligation under clause 44.3(a)(iii) where the NFP has complied with its obligations under the Prohibited Persons Act and the central assessment unit has failed to provide notification to the NFP in accordance with section 41(1) of the Prohibited Persons Act.
- (d) As often as reasonably requested by the Government Party, the NFP must give the State evidence satisfactory to the State of the NFP's compliance with the obligations of employers under Division 2 Part 4 of Prohibited Persons Act.

44.4 Imposing Obligations on NFP Personnel

The NFP must ensure that:

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

44.5 Child Safe Environment

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

- (a) **(policies and procedures):** have in place appropriate policies and procedures to ensure that, as required by the Child Safety Act:
 - (i) safe environments for children and young people are established and maintained; and
 - (ii) appropriate reports of child abuse and neglect are made;
- (b) **(lodge statement):** lodge the statement required by section 114 of the Child Safety Act about the NFP's child safe policies and procedures with the Chief Executive of the Department for Child Protection, or such other government agency as the State or South Australian Government publicly notifies (**Successor Children's Protection Agency**), within 10 Business Days after putting in place those policies and procedures; and
- (c) **(response):** respond, as soon as reasonably practicable (and in any event within 10 Business Days), to any written request by Department for Child Protection, Successor Children's Protection Agency or the Government party for information relating to the NFP's compliance with the requirements of this clause 44.

44.6 Compliance with Child Safety Practices and Procedures

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

44.7 Effect of Non-Compliance

If the NFP does not strictly, fully and immediately comply with any or all of its obligations under clauses 44.3(a) and 44.3(b), then such failure to comply will constitute a fundamental breach of the Agreement entitling the Government Party to terminate the agreement immediately upon giving notice in writing to the NFP.

45. INFORMATION SHARING

- 45.1 "ISG" means the Government of South Australia's updated Information Sharing Guidelines for Promoting Safety and Wellbeing strategy endorsed by Cabinet in 2008 and 2013, as amended from time to time.
- 45.2 Where applicable, to the full extent permitted by law and subject to the NFP's Privacy Obligations, the NFP agrees to share information in accordance with the ISG.
- 45.3 The NFP will, in consultation with a representative from the Department of the Premier and Cabinet, develop an ISG appendix for the NFP ("**NFP's ISG Appendix**"), as prescribed by the ISG (<https://www.dpc.sa.gov.au/responsibilities/information-sharing-guidelines/about-the-information-sharing-guidelines>).
- 45.4 If requested by the Government Party, the NFP will provide written information detailing the NFP's compliance with the ISG including details of the NFP's progress in developing and implementing the NFP's ISG Appendix.
- 45.5 The Parties acknowledge that this Agreement constitutes a 'State contract' for the purpose of the *Privacy Act 1998* (Commonwealth).

46. FORCE MAJEURE

- 46.1 "**Force Majeure**" means the following events or circumstances:

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

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

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

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

46.4 The affected party must:

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

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

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

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

Attachment 4 – Funded Services

1. Services

Name of Service

The Food Centre

Purpose Statement

The Community and Neighbourhood Development (CND) Program is delivered from Community Centres and Neighbourhood Houses to connect people in the local community and provide valuable social, recreational and educational opportunities for those who attend.

The NFP will utilise their knowledge, skills and expertise to build the capacity of their local community to participate in meaningful activities and programs that will improve their wellbeing and skills.

Services operate in accordance with Government Party's CND Program Guidelines and Theory of Change which may be periodically updated by the Government Party, after consultation with the NFP.

2. Target Group

Services are available to a wide cross section of the South Australian community, with priority for the population who are vulnerable, socially isolated and/or disadvantaged including those experiencing family domestic violence and children and families at risk. Services are available to participants regardless of South Australian geographical boundaries.

3. Outcomes

The NFP will contribute to the following outcomes:

- Strengthened informal networks and supportive relationships within the community
- Reduced isolation of community members
- Improved community members reported sense of well-being
- Increased participation by community members in community life and decision making; and
- Improved and increased range of community facilities and services

Social Impact Framework

CND services aim to contribute to the following overarching objectives from DHS's Social Impact Framework (<https://dhs.sa.gov.au/services/community-services/social-impact-framework>):

- people belonging to communities that are inclusive, equitable and resilient
- people connecting with opportunities to engage and participate

Closing the Gap

DHS is committed to meet the objectives of the National Agreement on Closing the Gap. The following objectives apply to CND services:

- **Outcome 14: People enjoy high levels of social and emotional wellbeing.** Outcome - Aboriginal and Torres Strait Islander people enjoy high levels of social and emotional wellbeing.
- **Priority Reform Three: Transforming Government Organisations** which seeks to improve how Governments, their organisations and their institutions are accountable for Closing the Gap and are culturally safe and responsive to the needs of Aboriginal and Torres Strait Islander people.

4. Service Model Description

To achieve the Outcomes above, the NFP will:

- provide a physical venue that is safe, welcoming and accessible to all local communities and community members, from which activities and programs can be provided
- promote participation of diverse community groups and individuals in activities and programs
- provide a range of activities and programs that respond to identified community needs and/or strengths
- provide meaningful volunteering opportunities that are inclusive and accessible to people from all walks of life, regardless of ability, age, gender, ethnicity or sexuality
- use community development approaches to increase involvement and partnership among members of the community, strengthening local community whilst delivering services

The NFP's service delivery model must align and adhere to the CND Program Guidelines, with a focus on the following.

A. Community Partnerships and Collaboration

The NFP will:

- undertake a community needs analysis within 12 months of commencement (if one has not already been undertaken within 12 months prior to commencement) and thereafter at least once every three years
- establish and report on an annual Action Plan, in conjunction with community partners, that delivers a balanced range of projects, activities, programs and services in response to identified priority local needs and strengths
- develop and maintain collaborative relationships with DHS and other organisations and programs, including local Community Connections Program Coordinating Partners
- demonstrate a flexible approach to service delivery according to community needs
- Develop connections and engage regularly with local Community Connections Program (CCP) Partners, particularly with Regional Coordinating Partners, to:
 - build and maintain a shared understanding of regional needs and the services available to CCP and CND clients
 - establish, monitor, and support effective referral pathways between CCP and CND
 - facilitate understanding of the scope and purpose of their respective programs, and
 - avoid system duplication and maximise funding impact, including through coordination of local community activities with common purpose/target groups
- develop connections and links to other DHS funded programs, which may include Safer Family Services and the Financial Wellbeing Program.

B. Volunteers

The NFP, in accordance with the National Standards for Volunteer Involvement, will ensure:

- Volunteers are supported to develop or maintain confidence, connection with others, new skills and a sense of personal purpose and belonging, whilst contributing to programs, services and centre activities.
- take a consistent approach to the management and support of volunteers, with an emphasis on maximising the effective use of their skills and experience, and appropriate recognition of the contribution they make
- develop appropriate volunteering policies specific to their needs.

C. Access and Inclusion

The NFP will develop and maintain service environments that are safe (including culturally safe), accessible and welcoming for people, communities and volunteers facing additional barriers to participation, including, but not limited to people with disabilities, people from culturally diverse backgrounds and people who identify as LGBTQIA+.

D. Participant Voice

The NFP will listen to participant voice to hear their opinions, experiences, needs, outcomes and feedback about services with the NFP and proactively create opportunities for these conversations to happen.

CND services are expected to:

- establish a planned consultation process
- create a culture that supports open, friendly and responsive dialogue
- have in place processes for client complaints and feedback
- utilise the voice of participants, listening to consumers, and the communities in which they live to inform service design, delivery and evaluation
- report on participant engagement measures

E. Cultural Responsiveness

The NFP will be flexible, responsive and sensitive to cultural diversity and will ensure the following activities are undertaken in relation to services to Aboriginal and new and emerging communities in service locations.

- actively monitor service localities for evidence of cultural cohorts and communities facing additional barriers to participation
- engage with the voices, perspectives and aspirations of those cultural cohorts and communities
- develop and maintain a workforce with the knowledge, skills, resources and experience to work well with those cohorts and communities
- develop and maintain service environments that are safe (including culturally safe) accessible and welcoming for participants, their families and members of their communities
- develop and deliver services and activities that respond to the voices, perspectives and aspirations of cultural cohorts facing additional barriers to participation

5. Community and Neighbourhood Development Program - Key Performance Indicators

Key Performance Indicators (KPIs) will be negotiated in relation to key measures of performance to encourage ongoing reflection and work towards the CND intended outcomes. These measures will also inform the annual performance review.

KPI's will be negotiated between the Government Party and NFP during the term of the contract.

Program reach and scope

Specific Targets per 6-month period	2023-2024	2024-2025 <i>(To be negotiated in 2023-24)</i>	2025-2026 <i>(To be negotiated in 2024-25)</i>
Number of attendances	1,920		
Number of programs	15		
Number of new programs	1		
Number of program/activity sessions	240		
Percentage of program/activity sessions delivered in partnership	50%		

Program effectiveness

Specific Targets per 6-month period	2023-2024	2024-2025 <i>(To be negotiated in 2023-24)</i>	2025-2026 <i>(To be negotiated in 24/25)</i>
A community needs analysis has been undertaken or updated in the last 12 months	100%		
Percentage of surveyed participants who report feeling better connected to other people as a result of the community centre	75%		
Percentage of surveyed participants who report they have gained new knowledge and skills as a result of the community centre	40%		
Percentage of surveyed participants who report being better connected to services as a result of the community centre	75%		

Staff and Volunteers

Specific Targets per annum	2023-2024	2024-2025 <i>(To be negotiated in 2023-24)</i>	2025-2026 <i>(To be negotiated in 24/25)</i>
Number of volunteers	70		
Total Hours of volunteering	27,000		
Percentage of volunteers who have received volunteer training	30%		
Percentage of surveyed volunteers who report feeling an increased sense of purpose as a result of volunteering at the community centre.	75%		

The Government Party will use data provided by the NFP to monitor NFP and program performance.

The Government Party and NFP will meet formally, at least annually, to discuss achievements against the KPIs.

6. Service Location and Operating Hours

Services will support community living in areas of the City of Port Adelaide Enfield.

Service delivery premises:

Shop 5, 580 Main North Road, Gepps Cross SA 5094

Operating hours:

Monday – Friday, 8:30am – 5:00pm

7. Staff

The NFP will have a contingency plan in place for when key staff are on extended periods of leave or if they vacate their position.

8. Reports

The NFP will be required to provide the following reports:

- Initial Annual Community Development Action Plan to be provided by the 31st day of October 2023;
- Subsequent Annual Community Development Action Plans to be provided by the 31st day of July;

- Six-monthly program and participant survey to be provided by the 31st day of July and 31st day of January;
- Six monthly financial acquittal report to be provided by the 31st day of July and 31st day of January;
- Annual volunteer data to be provided by the 31st day of July;
- Annual Performance review report, to be provided by the 31st day of July;
- Audited organisational financial report due within 6 months of the end of each financial year; and
- Financial documents as described in Attachment 2, Clause 12.2 and 12.3.

All reporting will be submitted in the format requested by DHS. Data reporting and the Annual Performance Review report is to be submitted via the DHS online portal, the Results Reporting Data Dock (R2D2).

The Government Party will use data provided by the NFP to monitor NFP and program performance. The NFP will be required to participate in a formal performance review meeting at least annually to discuss achievements against desired outcomes.

9. Continuous improvement and learning

The NFP commits to the principles of continuous quality improvement and developing as a learning organisation to improve practice over the Term of the Agreement and will work with the Government Party as required to achieve this. This includes the consideration of evaluative thinking and evaluation processes in service design and delivery.

10. Data sharing

The NFP will share appropriate service information and program data with the Government Party, Program Partners, other agencies, and the community as required, to achieve better outcomes for clients and the community, and will do this in a way that maintains privacy requirements.

11. Service responsiveness

The NFP will participate and contribute to CND Program Community of Practice forums and work with the Government Party and other CND service providers to problem solve, share learnings and achievements, contribute to program development and provide feedback.

The CND Program may undergo an evaluation during the contracted period and the NFP will be expected to work collaboratively with service evaluators during this process.

12. Critical Incidents

A critical client incident (CCI) is an event (or alleged event) that occurs as a result of, or during the delivery of services directly provided by the NFP, and that incident has caused or likely to cause significant negative impact to the health, safety and well-being of a client or service recipient. A CCI may involve an incident where a client assaults or causes serious harm to others (including employees, volunteers or contractors).

A client is a person who receives, relies on, or benefits from, services delivered by DHS or its funded service providers (may also be referred to as a consumer or customer).

Immediate Response - Safety

The safety of clients, workers and others is of the highest priority. Following any adverse incident or event, workers must respond immediately and appropriately to ensure the safety and well-being of the client (s) and/or others. This may involve calling for an ambulance or administered first aid.

Reporting of the Incident

If the incident may constitute a criminal offence or if police attendance is necessary, the incident must immediately be reported to SAPOL.

The NFP must immediately advise their Government Party Contract Manager of a critical client incident (in person or by phone) who must then undertake an initial CCI assessment.

Reporting and Documenting the Incident

Those involved in, or aware of, the incident must adhere to any mandatory/legislative reporting requirement within the appropriate timeframes and any other divisional/departamental guidelines and procedures for incident management.

The initial notification email must include the heading "critical client incident" in the subject line and provide information as requested by the Government Party.

13. Industry Participation Plan as per Attachment 3 Special Conditions Clause 43

The term "Industry Participation Plan" is taken to mean the Statement of Intent as completed by the NFP and approved by the Office of the Industry Advocate.

Attachment 5 – Block Funding and Payment Details

Agreed Budget

THE FOOD CENTRE INC				NORTHERN ADELAIDE REGION		
CATEGORY	COST ITEM			2023-2024	2024-2025	2025-2026
Salaries / Wages and on costs	Staff Salaries/Wages:	FTE	Award			
	Financial Administrator	0.3	General Retail Industry Award Level 6	Clause 7(1)(b), Clause 7(1)(c)		
	Volunteer Coordinator	0.6	Public Sector Award 2010 Level 4			
	Salary/Wage On-costs:					
	Superannuation			Clause 7(1)(b), Clause 7(1)(c)		
Program delivery expenses	Activity / Service materials					
	Reporting					
Indirect expenses and administration costs	Infrastructure costs					
	Governance functions					
	Quality assurance programs (contribution)					
	Human resources management					
	ICT functions and telecommunications					
	Administrative services					
	Office supplies					
	Total Budget by financial year					
Total Base Funds (excluding GST)			\$297,114			

Block Funding

The Total Block Funded Amount \$297,114 (GST exclusive) will be paid in accordance with the following schedule:

Base Term

Financial Year	Total Financial year funding	Quarter	Quarterly Block Funding (GST exclusive)
2023/24	Clause 7(1)(b), Clause 7(1)(c)	1	Clause 7(1)(b), Clause 7(1)(c)
		2	
		3	
		4	
2024/25		1	
		2	
		3	
		4	
2025/26		1	
		2	
		3	
		4	

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

Attachment 6 – Acquittal Form

Department of Human Services Community Services Division Financial Acquittal			
Period:		<input style="width: 100%;" type="text"/>	
eg Q1, Q2, Q3, Q4, H1, H2, A (see Explanatory Notes) and Financial Year eg 2019-20			
Due Date:		<input style="width: 100%;" type="text"/>	
Schedule ID:		<input style="width: 100%;" type="text"/>	
FGMS Project ID:		<input style="width: 100%;" type="text"/>	
Region:		<input style="width: 100%;" type="text"/>	
Organisation Name:		<input style="width: 100%;" type="text"/>	
Funding			
		Period \$	YTD
DHS Funding for this Project			
Unspent DHS funds carried forward from previous period		\$0	\$0
DHS program funds received for this period		\$0	\$0
Total Funding		\$0	\$0
Expenses			
Salaries/Wages (and on costs) for staff involved in the provision, supervision or management of services to clients			
Salaries & Wages		\$0	\$0
Salary On Costs (Workers Compensation, Superannuation, Long Service Leave Provision)		\$0	\$0
Other Related Costs:			
Staff Training and Development		\$0	\$0
Supporting / Training Volunteers		\$0	\$0
Uniforms		\$0	\$0
Travel		\$0	\$0
Direct Service/Program Delivery Expenses			
Activity / Program materials (incl crèche)		\$0	\$0
Transport & Vehicle Related Expenses		\$0	\$0
Evaluation & Reporting		\$0	\$0
Interpreters		\$0	\$0
Sub-total		\$0	\$0
In-Direct Program Expenses and Operating Costs			
Infrastructure costs		\$0	\$0
Rent		\$0	\$0
CEO and/or Governance functions		\$0	\$0
Quality assurance programs		\$0	\$0
Human resources management		\$0	\$0
ICT functions and telecommunications		\$0	\$0
Administrative services		\$0	\$0
Office supplies		\$0	\$0
#DIV/0!			
Sub-total		\$0	\$0
Total Expenditure		\$0	\$0
Surplus (+) / Deficit (-)		\$0	\$0
Variance Explanation for the Period: (this section must be completed if Surplus or Deficit is > \$1,000)			
Variance Explanation for Year to Date: (this section must be completed if Surplus or Deficit is > \$1,000)			
In relation to the receipts and expenditure items detailed above, we hereby affirm that the funds provided by the Department of Human Services have been applied to approved purposes in accordance with the Service Agreement. Funds remaining are to be repaid to the Department unless the Chief Executive of the Department has given specific approval for the funds to be retained by the recipient body.			
Senior Officer		Senior Officer	
Signature:		Signature:	
<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>	
Name:		Name:	
<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>	
Office Held:		Office Held:	
<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>	
Date:		Date:	
<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>	

Project ID: 2223Minor1202

Mr Chris Arbon
Chairman
The Food Centre Inc
PO Box 213
KILBURN SA 5084
Email: chrisarbon@gmail.com
ABN: 33 216 564 273

Procurement and Grants

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

Dear Mr Arbon

Re: Grant Offer under Grants SA 2022-23 Minor Funding Round

I refer to your request for financial assistance for Enhancing The Food Centre's Cafe Experience ("Purpose").

I am pleased to offer you a grant of \$7,949 plus GST (if applicable) ('Grant') on behalf of the Minister for Human Services and Grants SA ("Government Party") to be expended between 1 September 2023 and 31 August 2024 ("Grant Period").

The purpose of the Grant is to: upgrade ageing equipment to provide a safer, more enjoyable experience for our community while adhering to the new regulations by investing in new appliances including refrigerator, refrigerated display, hot food display, trays and stackable plate covers.

Total Project Budget Itemised: 2 Door Fridge (\$4046) Countertop Hot Display (\$1236) Countertop Fridge Display (\$1577) Plate Covers x 48 (\$663) Rectangular Tray x 48 (\$427)

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

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

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

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

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

OFFICIAL

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

Yours sincerely

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

DIRECTOR, COMMUNITY AND SOCIAL INVESTMENTS

Date: 24-Aug-2023

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

ACKNOWLEDGEMENT & ACCEPTANCE OF OFFER
OF GRANT FOR ENHANCING THE FOOD CENTRE'S CAFE EXPERIENCE

James Chapman

I, authorised officer, for and on behalf of The Food Centre Inc (ABN:33 216 564 273) ("Recipient") acknowledge and accept the terms and conditions specified in this Letter of Offer.

DocuSigned by:
Clause 6(1)

Signature:
668F6A8A734F41E.....

Print Full Name: James Chapman

Position/Office: CEO

Date: 03-Oct-2023

Attachment 1 – Financial Acquittal

Please note that this has been provided as a sample only. At completion of your project, this form will need to be completed online in SmartyGrants - <https://dcsi.smartygrants.com.au/>

Project ID: 2223Minor1202

Expenditure Statement**Contact Person**

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

Name:

Title

First Name

Last Name

--	--	--

Position:

--

Phone Number:

--

Must be an Australian phone number

Email:

--

Must be an email address

Income and Expenditure Statement**Grant Amount:**

\$

--

Must be a dollar amount

Grant Expenditure**Expenditure**

\$

Total**Expenditure:**

\$

--

Must be a dollar amount

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

Funds**Remaining:**

\$

--

Must be a dollar amount

Project Evaluation Report

Please note that this has been provided as a sample only. At completion of your project, this form will need to be completed online in SmartyGrants - <https://ldcsi.smartygrants.com.au/>

Project ID: 2223Minor1202

Project Evaluation

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

1. **What did you do?**
Please describe the activity undertaken by your funded project. *

This could be either to improve an area of service or a facility or a community enhancement activity or initiative.

2. **What was the outcome achieved by this funded project ***



Government of South Australia
Department of Human Services

Attachment 2– EFT Authorisation Form

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

1. Vendor Details

Vendor Id
(OFFICE USE ONLY)

*ABN Name	The Food Centre Inc		
*ABN number	33 216 564 273		
*Address	Shop 5/580 Main North Rd		
*City/Suburb	Gepps Cross		
*State	SA	*Post Code	5094
Fax No.		*Phone No.	0882627345
*Email	admin@thefoodcentre.com.au		

MAILING ADDRESS IF DIFFERENT

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

2. VENDOR INDEMNITY

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

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

*Primary Officer bearer name	James Chapman	*Signature	DocuSigned by: Clause 6(1)
*Title	CEO	*Date	03-Oct-2023
Contact Number	0882627345	Email	james@thefoodcentre.com.au
*Treasurer name	Catherine French	*Signature	DocuSigned by: Clause 6(1)
*Title	Finance	*Date	03-Oct-2023
Contact Number		Email	

3. BANK DETAILS

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

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

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

Attachment 3 – RCTI Agreement

Recipient Created Tax Invoice (RCTI) Agreement for:


Organisations registered for GST

Organisations not registered for GST

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

Grant Recipient Name The Food Centre Inc
(Please state Agency name NOT Individual)

Grant Recipient ABN 33216564273

Signature 

Name / Position of Signatory James Chapman

Date 03-Oct-2023

Office Use Only

Signed on behalf of DHS _____

Name / Position of Signatory _____

Date _____

OFFICIAL: Sensitive**STANDARD NOT FOR PROFIT SECTOR FUNDED SERVICES AGREEMENT****P217-C1 The Food Centre Social Supermarket and Food Security**Government
of South Australia**AGREEMENT** made on 08-Sep-2023**BETWEEN:****THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")****AND:****THE NOT FOR PROFIT ORGANISATION NAMED IN ITEM 2 OF ATTACHMENT 1 ("NFP")****IT IS AGREED**

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

EXECUTED AS AN AGREEMENT

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:

)
 DocuSigned by:
Clause 6(1)
 2A928C0D192741D...
) Authorised officer signature
) Ruth Ambler
)
) Authorised officer name

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

)
 DocuSigned by:
Clause 6(1)
 1357CC88D7734BD...
) Authorised officer signature
) James Chapman
)
) Authorised officer name
 08-Sep-2023

OFFICIAL: Sensitive

OFFICIAL: Sensitive**Attachment 1 – Agreement Details**

Item 1	Government Party	Minister for Human Services ABN 11 525 031 744 Level 12, 1 King William St, ADELAIDE SA 5000
Item 2	Not for Profit Organisation (NFP)	The Food Centre Inc 5/580 Main North Road, Gepps Cross SA 5094
Item 3	Commencement Date	30 August 2023
Item 4	Expiry Date	30 June 2025
Item 5	Extension Period(s)	Not applicable
Item 6	NFP's ABN	33 216 564 273 Registered for GST: Yes
Item 7	Contract Managers	Government Party: Jim Gillespie Manager, Regional Partnerships P: 8413 9022 E: jim.gillespie@sa.gov.au NFP: James Chapman Chief Executive Officer Ph 8262 7345 E: admin@thefoodcentre.com.au
Item 8	Named Persons	Not applicable
Item 9	Purpose	The NFP will deliver the Social Supermarkets Model and provide value for money in delivering affordable food relief to vulnerable communities as well as providing a dignified way for people to be connected to their community and be referred to other early intervention support services they need. Refer to Attachment 4: Funded Services for detailed service description.
Item 10	Reports and Meetings	The NFP will be required to provide the following reports: <ul style="list-style-type: none"> • Six-monthly program to be provided by the 31st day of July and 31st day of January • Six monthly financial acquittal report to be provided by the 31st day of July and 31st day of January • Annual Performance review report, to be provided by the 31st day of July; and • Audited organisational financial report due within 6 months of the end of each financial year.

OFFICIAL: Sensitive

OFFICIAL: Sensitive

		<ul style="list-style-type: none"> Financial documents as described in Attachment 2, Clause 12.2 and 12.3 <p>All reporting will be submitted in the format requested by DHS. Data reporting and the Annual Performance Review report is to be submitted via the DHS online portal, the Results Reporting Data Dock (R2D2).</p> <p>The NFP will be required to participate in a formal performance review meeting at least annually to discuss achievements against desired outcomes.</p>
Item 11	Block Funding and Payment Details	<p>Block Funding: \$245,655.45 (GST exclusive)</p> <p>Manner of Payment: Quarterly in advance</p> <p>Schedule of Payments: In accordance with Attachment 5</p>
Item 12	Tax Invoice Issuing Party	<p><input checked="" type="checkbox"/> Government Party</p> <p><input type="checkbox"/> NFP</p>
Item 13	Block Funding Reconciliation Dates	<p>The NFP will provide a Financial Acquisitions every six months. These reports must be certified by an authorised senior officer of the NFP, affirming that the expenditure was in accordance with the provisions of this Service Agreement and must be submitted to the Government Party by no later than 31 January and 31 July each year using the form in Attachment 6.</p>
Item 14	Additional NFP Financial Information	<p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>
Item 15	Service Credit/Abatement	Not applicable
Item 16	Quality Standards	<p>The NFP is to endorse and promote the principles and practices of quality improvement by working towards attaining and maintaining continuous accreditation in the Australian Service Excellence Standards or Department of Human Services approved equivalent.</p> <p>The NFP is required to provide copies of accreditation certificates and reports to the Government Party and on request by the Government Party, including current copies of organisational quality improvement plans.</p>
Item 17	Insurances Public Liability Insurance Professional Indemnity Insurance	<p>Not less than \$1,000,000</p> <p>N/A</p>
Item 18	Liability Limit	1 x Block Funding Amount
Item 19	Additional Transition Requirements	NFP to produce transition out plan 90 calendar days before contract end.
Item 20	Approved Subcontractors	Not applicable
Item 21	Additional Personnel Checks	National Police Checks
Item 22	Notice Period for Termination for Convenience	90 days

OFFICIAL: Sensitive

OFFICIAL: Sensitive

Item 23	Form of Block Funding Acknowledgement	The NFP must appropriately acknowledge the Department for Human Services as a funding source for the service in public communication about the service.
----------------	--	---

OFFICIAL: Sensitive

RELEASED UNDER FREEDOM OF INFORMATION

OFFICIAL: Sensitive**Attachment 2 - Standard Terms & Conditions****AGREED TERMS****1.CONTRACT LENGTH**

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

2. CONTRACT MANAGERS

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

3. PURPOSE

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

4. SUPPLY OF FUNDED SERVICES

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

5. SERVICE VARIATION

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

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

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

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

6. NFP'S WARRANTIES

- 6.1 The NFP warrants that the Funded Services will:
- (a) comply with the description of the Funded Services in Attachment 4;
 - (b) be provided with due care and skill;
 - (c) be provided in a timely and efficient manner;
 - (d) be supplied without infringing any person's Intellectual Property Rights; and
 - (e) be supplied in the most cost effective manner consistent with the required level of quality and performance.
- 6.2 The NFP warrants that it has all rights, title, licences (including where relevant a labour hire licence), authorisations, consents and other approvals necessary to provide the Funded Services.
7. **NFP'S PERSONNEL**
- 7.1 The NFP, if required by the Government Party, must give its consent to and procure the consent of the NFP's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.
- 7.2 If the Government Party acting reasonably, considers any one or more of the NFP's Personnel to be an Unsuitable Person then the Government Party may give the NFP notice in writing requiring those persons to be withdrawn from supplying the Funded Services and the NFP must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.

8. FUNDING AND INVOICING

- 8.1 If the Tax Invoice Issuing Party is the Government Party:
- (a) the Parties agree that this Agreement satisfied the requirement for a written agreement specifying the supplies to which the Recipient Created Tax Invoice ("RCTI") relates;
 - (b) the Government Party must provide a copy of the Tax Invoice to the NFP within 30 days of the making, or determining of the value, of the Taxable Supply in respect of the Funded Services; and
 - (c) the NFP must not issue a Tax Invoice in respect of Funded Services the subject of the RCTI.
- 8.2 If the Tax Invoice Issuing Party is the NFP, the NFP may invoice the Government Party for payment in respect of Funded Services, in advance of the supply of the Funded Services.
- 8.3 The Government Party will pay the Block Funding in the amounts and at the times specified in Attachment 1 upon either production or receipt of a Tax Invoice.
- 8.4 The NFP must ensure that it can properly account for the Block Funding received under the Agreement.
- 8.5 For agreements greater than 12 months, on each anniversary of the Commencement Date during the period of the Agreement:

OFFICIAL: Sensitive

- (a) the amount of unpaid Block Funding will be indexed by the NFP Indexation Rate for that Financial Year; and
- (b) the Government Party must issue a revised Schedule of Payments (including past amounts paid and indexed instalments payable for the remaining funding period).
- 8.6 Clause 8.5 does not apply if the Government Party advises the NFP that the Block Funding payable for each year of the Agreement has already been indexed by the NFP Sector Indexation Rate.
- 8.7 The NFP must create accruals and provisions that are consistent with prudent management and proper accounting practice to meet such obligations.
- 9. GST**
- 9.1 Subject to clause 9.2 the NFP represents that:
- (a) the ABN shown in Attachment 1 is the NFP's ABN; and
- (b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth).
- 9.2 If the NFP is not registered for GST, then GST must not be charged on supplies made under this Agreement.
- 10. REPAYMENT OF UNALLOCATED OR MISUSED FUNDS**
- 10.1 Upon each anniversary of the Commencement Date during the Agreement or other date as may be specified in Attachment 1 ("**Block Funding Reconciliation Date**") and at the end of the Agreement, if the NFP has not expended all of the Block Funding, it must notify the Government Party of the unexpended amount and may submit a written request for retention or carryover of unexpended amounts specifying:
- (a) the amount to be retained or carried over; and
- (b) the purpose for which the unexpended amount will be used.
- 10.2 The Government Party must consider the NFP's request and notify the NFP in writing whether it:
- (a) agrees that the NFP may retain or carry over all or part of the unexpended amount; or
- (b) requires the NFP to repay all or part of that amount as notified by the Government Party, to the Government Party within 30 days of receipt of the notice from the Government Party.
- 10.3 If the NFP does not apply any part of the Block Funding for the Purpose the Government Party may require the NFP to repay the portion of misused Block Funding within 30 days of a written demand from the Government Party.
- 11. PROVISION OF INFORMATION**
- 11.1 The NFP must provide those reports and other documents and must attend meetings as specified in Attachment 1.
- 11.2 If the Government Party requires additional reports to those specified in clause 11.1, the NFP must provide a quote of its reasonable costs in preparing the additional reports and if the Government Party accepts the quote the NFP must provide those reports.
- 11.3 The NFP must immediately inform the Government Party of any significant changes to the nature and/or scope of the activities conducted by the NFP which would impact on the Purpose or the Outcomes under this Agreement.
- 12. FINANCIAL REPORTING AND AUDITING**
- 12.1 The NFP must provide an acquittal in relation to the expenditure of all Block Funding under this Agreement using the form in Attachment 6:
- (a) certifying that the Block Funding has been properly spent, in accordance with the requirements of the Agreement;
- (b) signed by two persons authorised by the NFP's board of management (or equivalent); and
- (c) within three months of the end of each Financial Year during the Term or other dates as may be specified in Attachment 1 ("**Block Funding Reconciliation Dates**").
- 12.2 If the NFP is required by law to prepare audited financial statements, the NFP must provide the Government Party with copies of such audited financial statements, within 6 months of the end of each Financial Year during the Term.
- 12.3 If the NFP is not required by law to prepare audited financial statements, and only if specified in Attachment 1, the NFP must provide the Government Party with the following financial statements, within six months of the end of each Financial Year during the Term:
- (a) A balance sheet;
- (b) An income and expenditure statement; and
- (c) A statement of changes in equity for the financial year
- (together "**Additional NFP Financial Information**").
- 12.4 The NFP agrees the Government Party may direct that the financial accounts of the NFP be audited at the Government Party's cost and that the Government Party may specify the minimum qualification that must be held by the person appointed to conduct the audit.
- 12.5 If the audit discloses that the NFP has applied the Block Funding for a purpose other than the Purpose then the Recipient will be required to reimburse the Government Party the costs of the audit and clause 10.3 will apply.
- 13. INSPECTION**
- 13.1 Where the Government Party reasonably suspects that the Block Funding has not been used for the Purpose the Government Party may on giving reasonable written notice to the NFP, enter the premises of and inspect the operations of the NFP (including equipment, premises, accounting records, documents and information) and interview the NFP's Personnel on matters pertaining to the operations and reporting obligations of the NFP under this Agreement..
- 14. INTELLECTUAL PROPERTY RIGHTS**
- 14.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 14.2 The NFP grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.
- 15. CONFIDENTIAL INFORMATION**
- 15.1 Subject to this clause 15, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 15.2 A Party may disclose Confidential Information belonging to the other Party:
- (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
- (b) as required by law or a court order;
- (c) in accordance with any Parliamentary or constitutional convention; or
- (d) for the purposes of prosecuting or defending proceedings.
- 15.3 The Parties may mutually agree to disclose Confidential Information.
- 16. PRIVACY**
- 16.1 The NFP must:

OFFICIAL: Sensitive

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

17. PUBLICITY

- 17.1 The NFP will acknowledge the Block Funding by the Government Party in any advertising, publicity or promotional material relating to this Agreement in the manner specified in Attachment 1.
- 17.2 The NFP will participate in promotional or publicity activity in relation to this Agreement as is reasonably required by the Government Party.
- 17.3 The NFP and the Government Party must use their best endeavour to mutually agree on the content of any public announcements or media releases about this Agreement.
- 17.4 If due to urgent circumstances or due to the nature and timing of the media request, it is not possible to provide prior notice of an announcement or media release to the other Party, then the Party making the announcement or media release must notify the other Party and provide a summary of the announcement or a copy of the media release as soon as possible after making the announcement or media release.
- 17.5 Nothing in this clause derogates from the operation of the *Not-for-Profit Sector Freedom to Advocate Act 2013*.

18. INSURANCE

- 18.1 The NFP must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.
- 18.2 The policies of insurance referred to in clause 18.1 must be held during the Agreement and for any applicable run off period.

19. LIABILITY LIMIT

- 19.1 The NFP's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.

20. SET-OFF

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

21. DISPUTE RESOLUTION

- 21.1 Subject to clause 21.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 21.2 Either Party may give the other a notice in writing ("dispute notice") setting out the details of the dispute.
- 21.3 Within 7 days or such other period as may be agreed by the Parties, the Contract Managers must meet and use reasonable endeavours to resolve the dispute.
- 21.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

22. ENDING THIS AGREEMENT

- 22.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the NFP if:
- (a) the Government Party reasonably forms the opinion that the NFP will be unable to perform its obligations under this Agreement;
 - (b) the NFP is in breach of this Agreement and has not rectified such breach within 14 days of the Government Party giving notice in writing to the NFP requiring the rectification of such breach;
 - (c) the NFP does not use the Block Funding for the Purpose to achieve the Outcomes (if specified in Attachment 1);
 - (d) the Government Party becomes aware that the NFP is in material breach of its statutory obligations with respect to its employees;
 - (e) the NFP fails to comply with a notice issued under clause 7.2; or
 - (f) the NFP fails to disclose a conflict of interest; or
 - (g) the NFP suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.
- 22.2 Either Party may terminate this Agreement without cause by giving the other Party the period of notice specified in Attachment 1 which must not be less than 3 months ("**Notice Period for Termination for Convenience**").
- 22.3 If the Government Party terminates this Agreement in accordance with clause 22.2:
- (a) the NFP has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid:
 - (i) for Funded Services provided before the effective termination date; and
 - (ii) subject to clause 22.4, any reasonable unavoidable costs directly attributable to the termination of the Agreement but the Government Party shall have no liability for any lost earnings or opportunity costs; and
 - (b) the NFP must comply with all reasonable directions given by the Government Party.
- 22.4 The NFP must provide to the Government Party documentary evidence that it has incurred the costs referred to in clause 22.3 and if the claim is not disputed the Government Party must pay such claim within 30 days of receipt of the claim.
- 22.5 The NFP may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the NFP giving notice in writing to the Government Party requiring the rectification of such breach and the NFP is entitled to be paid for Funded Services provided before the effective termination date.

23. EFFECT OF ENDING THIS AGREEMENT

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

24. TRANSITION

- 24.1 Upon the commencement of this Agreement and as and when otherwise required, the NFP must, if applicable, co-operate with the Government Party and the previous provider of the Funded Services and do all things necessary for the effective, smooth and efficient handover

OFFICIAL: Sensitive

of the Funded Services to the NFP to ensure that the standard and delivery of the Funded Services do not suffer.

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

25. SUBCONTRACTING

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

26. WORK HEALTH & SAFETY

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

27. CONFLICT OF INTEREST

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

28. CONTRACT DISCLOSURE

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

29. COMPLIANCE WITH LAWS

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

30. GOVERNING LAW AND JURISDICTION

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

31. ENTIRE AGREEMENT

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

32. NO ASSIGNMENT

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

33. MODIFICATION

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

34. SEVERANCE

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

35. COUNTERPARTS

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

36. NO FURTHER OBLIGATION

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

37. FEEDBACK AND COMPLAINTS

- 37.1 The NFP will establish a feedback and complaints process for recipients of the relevant Funded Services and other stakeholders ("stakeholders") which:
- (a) is user friendly and stakeholder-focussed;
 - (b) responds to feedback and complaints promptly objectively, fairly and confidentially;
 - (c) resolves issues raised by stakeholders who are dissatisfied in a timely and cost-effective way;
 - (d) provides remedies if a complaint is substantiated;
 - (e) provides a system for review of decisions; and
 - (f) includes a system to capture data about feedback and complaints.
- 37.2 The NFP must use feedback and complaint information to identify and implement improvements to the Funded Services.

38. INTERPRETATION

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

OFFICIAL: Sensitive

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

39. DEFINITIONS

In this Agreement:

- (a) **"Approved Subcontractors"** means those subcontractors specified in Attachment 1;
- (b) **"Block Funding"** means the funds payable under the Agreement specified in Attachment 1 and includes any variation to the funds under clause 5 and previous indexation amounts applied and notified under clause 8.;
- (c) **"Confidential Information"** means information which is identified as confidential information by a Party, but does not include this Agreement;
- (d) **"Conflict of Interest"** means a situation where there is potential or an actual conflict between the private interests of the NFP or any of its Personnel and the NFP and its Personnel's obligations under this Agreement;
- (e) **"Extension Period(s)"** means the period(s) specified in Attachment 1;
- (f) **"Funded Services"** means services that are provided in exchange for Block Funding as specified in Attachment 4;
- (g) **"GST"** means the tax imposed by the GST Law;
- (h) **"GST Law"** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (i) **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a), but for the avoidance of doubt excludes moral rights and performers' rights;
- (j) **"Machinery of Government Change"** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (k) **"Milestone Dates"** means dates by which Funded Services or Reports and Documentation must be delivered as specified in Attachment 4;
- (l) **"Named Persons"** means the persons specified in Attachment 1;
- (m) **"NFP Sector Indexation Rate"** is the annual rate as published on the Department of Treasury and Finance www.treasury.sa.gov.au;
- (n) **"NFP's Personnel"** means any Approved Subcontractors, employees, agents, subcontractors engaged under clause 25 and any other person employed or engaged by the NFP to perform this Agreement and includes the Named Persons.
- (o) **"Notice Period for Termination for Convenience"** means the time period specified in Attachment 1;
- (p) **"Other Termination Right"** means the termination rights specified in Attachment 1;
- (q) **"Outcomes"** means the public benefits to be achieved by the provision of the Funded Services as specified in Attachment 4;
- (r) **"Party"** means a party to this Agreement;
- (s) **"Personal Information"** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (t) **"Privacy Obligations"** means the NFP's obligations in relation to personal information specified in clause 16;
- (u) **"Purpose"** means the purpose specified in Attachment 1;
- (v) **"Service Levels"** means the service levels specified in Attachment 4; and
- (w) **"Tax Invoice"** has the meaning attributable in the GST Law;
- (x) **"Tax Invoice Issuing Party"** is the Party that will issue Tax Invoices nominated in Attachment 1;
- (y) **"Taxable Supply"** has the meaning attributable in the GST Law;
- (z) **"Unsuitable Person"** means a person who:
 - (i) is the subject of any arrest, charge or conviction for:
 - A. a sexual offence or an offence of indecency;
 - B. any offence of violence or deprivation of liberty (whether indictable or not) or other indictable offence; or
 - C. any other offence that the Government Party notifies the NFP in writing the Government Party considers renders the NFP Personnel unsuitable to be involved in the provision of Services; or
 - (ii) fails to pass any additional personnel check specified in Attachment 1.

40. SPECIAL CONDITIONS

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

OFFICIAL: Sensitive**Attachment 3 - Special Conditions****S1. NON-EXCLUSIVITY**

S1.1 This Agreement is entered into on a non-exclusive basis.

S1.2 The Government Party may purchase other services similar to the Funded Services from other providers.

S2. COOPERATING WITH INVESTIGATIONS

S2.1 The NFP acknowledges that the Chief Executive of the Department for Child Protection and the Special Investigations Unit of the Department for Child Protection ("**Government Investigators**") have the authority to institute investigations under child protection legislation.

S2.2 The NFP must in relation to the Funded Services:

S2.2.1 cooperate with any investigation instituted by a Government Investigator; and

S2.2.2 use its best endeavours to ensure the co-operation of its officers, employees; and

S2.2.3 seek the cooperation of its volunteers, agents and sub-contractors.

S2.3 Where the Government Investigator is entitled either by law or by the South Australian Government Information Privacy Principles to personal information and records containing personal information held by the NFP it may request and the NFP must provide, copies of the personal information and records.

S3. CHILD SAFETY**S3.1 Additional Definitions**

S3.1.1 **Child Safety Act** means the *Children and Young People Safety Act 2017 (SA)*;

S3.1.2 **Prescribed Offence** has the meaning given in the Prohibited Persons Act;

S3.1.3 **Prescribed Position** has the meaning given in the Prohibited Persons Act;

S3.1.4 **Presumptive Disqualification Offence** has the meaning given in the Prohibited Persons Act;

S3.1.5 **Prohibited Person** has the meaning given in the Prohibited Persons Act;

S3.1.6 **Prohibited Persons Act** means the *Child Safety (Prohibited Persons) Act 2016 (SA)*;

S3.1.7 **Prohibition Notice** has the meaning given in the Prohibited Persons Act;

S3.1.8 **Working with Children Check** has the meaning given in the Prohibited Persons Act.

S3.2 Fundamental Term

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

S3.3 No Prohibited Persons

S3.3.1 The NFP must:

(a) comply with the obligations of employers under Division 2 Part 4 of Prohibited Persons Act in relation to NFP Personnel that are employed in Prescribed Positions and delivering Services;

(b) as required by the Government Party's Contract Manager, verify that a Working with Children Check has been conducted in relation to the NFP Personnel in Prescribed Positions that are delivering Services; and

(c) subject to clause S4.3.3, immediately procure the ongoing exclusion of any NFP Personnel that are employed in Prescribed Positions from involvement in delivery of the Services, if they are found to be a Prohibited Person.

S3.3.2 Unless such notification causes the NFP to be in breach of the Prohibited Persons Act the NFP must promptly notify the Government Party's Contract Manager if it becomes aware that NFP Personnel who are involved in the delivery of the Services:

(a) is a Prohibited Person; or

(b) is the subject of any allegation, arrest, charge or conviction for a Prescribed Offence or a Presumptive Disqualification Offence (whilst not being the subject of a Prohibition Notice),

S3.3.3 The NFP will not be in breach of its obligation under clause S4.3.1(c) where the NFP has complied with its obligations under the Prohibited Persons Act and the central assessment unit has failed to provide notification to the NFP in accordance with section 41(1) of the Prohibited Persons Act.

S3.3.4 As often as reasonably requested by the Government Party, the NFP must give the State evidence satisfactory to the State of the NFP's compliance with the obligations of employers under Division 2 Part 4 of Prohibited Persons Act.

S3.4 Imposing Obligations on NFP Personnel

The NFP must ensure that:

OFFICIAL: Sensitive

- S3.4.1 NFP Personnel involved in the delivery of Services are aware of and act in a manner consistent with the provisions of this clause at all times; and
- S3.4.2 NFP Personnel (not being the NFP) immediately inform the NFP if the NFP Personnel is the subject of any allegation, arrest, charge or conviction for a Prescribed Offence.

S3.5 Child Safe Environment

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

- S3.5.1 **(policies and procedures):** have in place appropriate policies and procedures to ensure that, as required by the Child Safety Act:
- (a) safe environments for children and young people are established and maintained; and
 - (b) appropriate reports of child abuse and neglect are made;
- S3.5.2 **(lodge statement):** lodge the statement required by section 114 of the Child Safety Act about the NFP's child safe policies and procedures with the Chief Executive of the Department for Child Protection, or such other government agency as the State or South Australian Government publicly notifies (**Successor Children's Protection Agency**), within 10 Business Days after putting in place those policies and procedures; and
- S3.5.3 **(response):** respond, as soon as reasonably practicable (and in any event within 10 Business Days), to any written request by Department for Child Protection, Successor Children's Protection Agency or the Government party for information relating to the NFP's compliance with the requirements of this clause S4.

S3.6 Compliance with Child Safety Practices and Procedures

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

S3.7 Effect of Non-Compliance

If the NFP does not strictly, fully and immediately comply with any or all of its obligations under clauses S4.3.1 and S4.3.2, then such failure to comply will constitute a fundamental breach of the Agreement entitling the Government Party to terminate the agreement immediately upon giving notice in writing to the NFP.

S4. INFORMATION SHARING

- S4.1 "ISG" means the Government of South Australia's updated Information Sharing Guidelines for Promoting Safety and Wellbeing strategy endorsed by Cabinet in 2008 and 2013, as amended from time to time.
- S4.2 Where applicable, to the full extent permitted by law and subject to the NFP's Privacy Obligations, the NFP agrees to share information in accordance with the ISG.
- S4.3 The NFP will, in consultation with a representative from the Department of the Premier and Cabinet, develop an ISG appendix for the NFP ("NFP's ISG Appendix"), as prescribed by the ISG (<https://www.dpc.sa.gov.au/responsibilities/information-sharing-guidelines/about-the-information-sharing-guidelines>).
- S4.4 If requested by the Government Party, the NFP will provide written information detailing the NFP's compliance with the ISG including details of the NFP's progress in developing and implementing the NFP's ISG Appendix.
- S4.5 The Parties acknowledge that this Agreement constitutes a 'State contract' for the purpose of the *Privacy Act 1998* (Commonwealth).

S5. FORCE MAJEURE

- S5.1 "Force Majeure" means the following events or circumstances:
- S5.1.1 fire, flood, earthquake, elements of nature, acts of God, malicious damage, epidemic, explosion, sabotage, riot, civil disorder, rebellion or revolution; or
 - S5.1.2 any change of law, executive or administrative order or act of either general or particular application of any government, or of any official acting under the authority of that government, prohibition or restriction by domestic or foreign laws, regulations or policies, quarantine or customs restrictions,
- which the affected party:
- S5.1.3 did not cause; and
 - S5.1.4 cannot prevent, control or influence; and
 - S5.1.5 the effect of which prevents that party from complying with any of its material obligations under this Agreement.
- S5.2 The affected party's obligations directly affected by a Force Majeure and any corresponding entitlement of the other party will be suspended to the extent and for so long as the performance of the affected party's obligations are prevented by the Force Majeure.
- S5.3 The affected party must as soon as it becomes aware of the Force Majeure notify the other party in writing providing details of:
- S5.3.1 the nature and extent of the obligations affected;
 - S5.3.2 if known, the expected effect of the Force Majeure on the other party;
 - S5.3.3 action that the affected party has taken or will take to avoid or mitigate the expected effect of the Force Majeure; and

OFFICIAL: Sensitive

RELEASED UNDER FREEDOM OF INFORMATION

OFFICIAL: Sensitive

-
- S5.3.4 details of insurance policies on which the party may be able to rely to compensate or mitigate the financial effect of the Force Majeure.
- S5.4 The affected party must:
- S5.4.1 use its best endeavours to prevent, avoid, remedy, work around or overcome the effect of the Force Majeure as quickly as possible through prudent management processes, policies and precautions, including the use of alternative resources, the procuring of goods or services from another source, and work around plans;
- S5.4.2 keep the other party informed of the continuation and expected duration of the Force Majeure and of measures taken to comply with this clause; and
- S5.4.3 recommence performance of its obligations as soon as possible without delay after the Force Majeure ceases to affect the affected party's performance under this Agreement.
- S5.5 If a Force Majeure causes the affected party to allocate limited resources between or among its other customers, the affected party must not place the other party lower in priority to any other similarly affected customer of the affected party.
- S5.6 During any period in which the affected party is not performing obligations because of a claimed Force Majeure, the other party may (but need not) make alternative arrangements for the performance, whether by another person or otherwise, of any obligation which the affected party is not performing without incurring any liability to the affected party.
- S5.7 If the affected party is materially unable to perform its obligations under this Agreement by reason of a Force Majeure for a continuous period of three months or a cumulative period of three months, then the other party may terminate this Agreement by written notice without prejudice to the terminating party.

OFFICIAL: Sensitive

Attachment 4 – Funded Services**Service Model****Social Supermarket Model**

Social supermarkets (SSMs) are a social enterprise food assistance model often referred to as “part discount grocer, part social service agency”. Key features that distinguish SSMs from traditional food charity systems are:

- offers a more dignified way to access food by providing a choice of low-cost food in a retail-like environment, without eligibility criteria such as needing to demonstrate low-income.
- provides social services and supports to provide pathways out of food insecurity.

The Food Centre

The NFP will:

Deliver the SSM model from The Food Centre (TFC) located at 5/580 Main North Road, Gepps Cross, South Australia, and service the Northern Adelaide Region as per South Australian Government Regions. It is expected that the service provides fresh fruit and vegetables and other grocery items at an affordable price to the general public.

Deliver a range of other services including the Mel's Op Shop, Arnold's Place Café, Pop Up Supermarkets and other community focused initiatives that support secure and sustainable access to healthy food.

Refer participants to community services that support them to become more food secure insecure.

Deliver Easyfeast meal packs, offering healthy, affordable and nutritionally balanced food options for families of 4-6 people.

Create and develop new nutritionally balanced recipes for the Easyfeast meal packs.

Prepare meals on-site and deliver these and other emergency food provisions to people in need through partnership, including Bread of Life Ministries.

Deliver and expand the reach of Pop-up Supermarkets to individuals and families facing food insecurity within their community, including through strategic partnerships with local community centres and other social and emergency support services. Expansion and provision of Pop-up supermarkets will include accessing rental spaces, marketing, food procurement and leasing of an appropriate vehicle for transportation of fresh fruit and vegetables to various locations.

Programs and services will be delivered in line with the aim, intentions and principles set out in the South Australian Food Relief Charter (Charter) and the Nutritional Guidelines for the Food Relief Sector in South Australia (Guidelines).

Service Continuity and Succession Planning

The Food Centre will progress continuity and succession planning of management and operations at TFC. This will include recruitment of a Deputy Manager to streamline operations, improve efficiency, and maintain consistency in service delivery.

Target Group

The NFP will ensure that the Services are accessible to individuals, families with children in the South Australian Government Region – Northern Adelaide. The service will target people who are socially isolated and/or experiencing food insecurity including those from Aboriginal and Torres Strait Islander, Culturally and Linguistically Diverse and New and Emergency Communities.

OFFICIAL: Sensitive**Service responsiveness**

The NFP will work with the Government Party and other service providers, including Financial Wellbeing Program (FWP) service providers and through participation in Communities of Practice, to problem solve, share learnings and achievements, contribute to service development and provide feedback.

The Program may undergo an evaluation during the contracted period and the NFP will be expected to work collaboratively with service evaluators during this process.

Community Partnerships and Collaboration

The NFP will actively develop and maintain collaborative relationships with DHS and other organisations and programs, which may include, but is not limited to local Financial Wellbeing Program (FWP) service providers, Community Connections Program Coordinating Partners, Safer Family Services, and the Community and Neighbourhood Development Program.

Participant Voice

The NFP will listen to participant voice to hear their opinions, experiences, needs, outcomes and feedback about services with the NFP and proactively create opportunities for these conversations to happen.

The NFP is expected to utilise the voice of participants, listening to consumers, and the communities in which they live to inform service design, delivery and evaluation.

Access and Inclusion

The NFP will develop and maintain service environments that are safe (including culturally safe), accessible and welcoming for people and communities facing additional barriers to participation, and the NFP staff and volunteers. This includes people from culturally and linguistically diverse backgrounds, especially new and emerging communities, and Aboriginal and/or Torres Strait Islanders.

Cultural Responsiveness

The NFP will be flexible, responsive and sensitive to cultural diversity.

Critical Incidents

A critical client incident (CCI) is an event (or alleged event) that occurs as a result of, or during the delivery of services directly provided by the NFP, and that incident has caused or likely to cause significant negative impact to the health, safety and well-being of a client or service recipient.

A CCI may involve an incident where a client assaults or causes serious harm to others (including employees, volunteers or contractors).

A client is a person who receives, relies on, or benefits from, services delivered by DHS or its funded service providers (may also be referred to as a consumer or customer).

Immediate Response - Safety

The safety of clients, workers and others is of the highest priority. Following any adverse incident or event, workers must respond immediately and appropriately to ensure the safety and well-being of the client (s) and/or others. This may involve calling for an ambulance or administered first aid.

Reporting of the Incident

If the incident may constitute a criminal offence or if police attendance is necessary, the incident must immediately be reported to SAPOL.

The NFP must immediately advise their Government Party Contract Manager of a critical client incident (in person or by phone) who must then undertake an initial CCI assessment.

OFFICIAL: Sensitive

OFFICIAL: Sensitive**Reporting and Documenting the Incident**

Those involved in, or aware of, the incident must adhere to any mandatory/legislative reporting requirement within the appropriate timeframes and any other divisional/departmental guidelines and procedures for incident management.

The initial notification email must include the heading "critical client incident" in the subject line and provide information as requested by the government Party.

Outcome	KPI	Target (per Annum)
Participants have access to nutritious and affordable food	Kilograms of food distributed	110,000kgs of food
	Kilograms of fresh fruit and vegetables distributed	22,000 kgs of fruit and vegetables
	Number of loaves bread and kilograms of bakery products redistributed	52,000 loaves of bread, 52,000 bread rolls, total 67,000 kgs of bakery products
	Number of free meals distributed to low-income families, homeless or vulnerable	5,000 free meals
	Number of Easyfeast meal packs sold	3,500 Easyfeast meal packs
	Distribution of emergency relief	\$4,000 provided to 100 recipients
Deliver the Social Supermarket Model	Number of attendances at The Food Centre Social Supermarket, and at co-located services Arnold's Café, Mel's Op-shop	25,000 attendances at TFC Supermarket 18,000 attendances coffee shop 6,000 attendances Op Shop
	Number of attendances at Pop Up Supermarkets	600 attendances 58 Pop-ups Supermarkets
	Number of occasions, and each location, of Pop up Supermarkets	4 locations across Northern Adelaide metropolitan Region
Participants are better connected to services that support them to become food secure	Number of social supermarket participants attending TFC are connected to other support services	180 of participants referred out per service type.
	A case study	

The NFP will provide a six-monthly report on progress on Service Continuity and Succession Planning activities undertaken and outcomes achieved.

Records Management**Definitions and Interpretation**

Version 1.1; August 2020

OFFICIAL: Sensitive

OFFICIAL: Sensitive

- a) "Materials" means all documents, data, computer programs, computer discs and other material and things prepared by the Service Provider or the Service Provider's Staff in relation to the Services arising out of or in connection with this Agreement.

Return of Materials

- a) Upon request by the Minister either upon expiry or termination of this Agreement, or at any other time upon reasonable notice, the Service Provider must deliver to the Minister at no cost the Materials (excluding the Service Provider's working papers).

Transition

- a) Upon the expiry or earlier termination of this Agreement if required by the Minister, the Service Provider must co-operate with the Minister and do all things necessary, and provide all relevant information and records, for the effective, smooth and efficient handover of the Services to the Minister or any incoming service provider to ensure that the standard and delivery of the Services do not suffer.
- b) Upon expiry or early termination of this Agreement if required by the Minister, the Service Provider must produce and provide a log of all relevant information and records to be handed over to the Minister or any incoming service provider, to the Minister as part of the transition.

OFFICIAL: Sensitive

OFFICIAL: Sensitive

Attachment 5 - Block Funding and Payment Details

BLOCK FUNDING

The Total Block Funded Amount will be paid in accordance with the following schedule:

Base Term

Financial year	Quarter	Block Funding (GST exclusive)
2023/24	1	Clause 7(1)(b), Clause 7(1)(c)
	2	
	3	
	4	
2024/25	1	
	2	
	3	
	4	

OFFICIAL: Sensitive

OFFICIAL: Sensitive**Attachment 6 – Acquittal Form****Project ID: P217**

Department of Human Services Financial Acquittal

For the Period:**Due Date:****FGMS Project ID:****Region:****Organisation Name:**

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

OFFICIAL: Sensitive

OFFICIAL: Sensitive

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

OFFICIAL: Sensitive

RELEASED UNDER FREEDOM OF INFORMATION

2021 -22 Minor Round 2**2122 Minor Round 2 Acquittal Form****Application No. 2122Minor2134 From The Food Centre**

Form Submitted 27 Sep 2023, 12:54PM ACST

Project Evaluation and Financial Acquittal**What is the outcome your project achieved?****Project Evaluation and Financial Acquittal**

Congratulations on completing your Grants SA Minor Grant funded project.

Important Information:

As part of your grant obligations, you are required to complete and submit a Project Evaluation and Financial Acquittal **within one month of the end date of your agreement**. It is important that you submit this report by the due date. Failure to do so may result in your organisation being ineligible for future funding through the Department of Human Services.

Please ensure that all funds are expended between 26 October 2022 and the end date of your agreement. Unspent funds or funds not expended within these dates may need to be repaid to the Department of Human Services. You will be notified if this is the case, and if required, an invoice will be issued after the Department has processed this expenditure report.

Receipts for all items purchased with a one-off grant need to be submitted with your financial acquittal.

Summary of Project Details**Project Title**

Creating Community with Coffee, Cake and Chat "3C's"

This question is read only.

Acquittal Due Date

27/11/2023

This question is read only.

Total Amount Funded

\$7,540.00

This question is read only.

Project purpose

To replace the coffee machine at the in-house café Arnold's Place, to continue to support the training of volunteers and serve the day to day needs of customers with a variety of services including a social supermarket, in-house workshops, cooking courses and an op shop.

This question is read only.

Approved funded items

Coffee Machine and Grinder \$7540.00

This question is read only.

Project Evaluation**What did you do?**

2021 -22 Minor Round 2

2122 Minor Round 2 Acquittal Form

Application No. 2122Minor2134 From The Food Centre

Form Submitted 27 Sep 2023, 12:54PM ACST

Describe what activity was undertaken in your funded project to enable your organisation to increase connecting and/or belong to your community?

As part of our funded project, we took on the challenge of modernising our on-site café by swapping out our antiquated coffee maker. This improvement was essential to improving our capacity to promote connection and a sense of belonging inside our community.

Arnold's Place Café acts as an important gathering place for community members, especially the elderly and those who are struggling financially. It offers reasonably priced, nutritious meals along with options for coffee and cake. We sought to encourage people to leave their houses, interact with others, and enjoy times of social contact by offering these services at affordable pricing.

Additionally, as part of our effort, we hosted the "3C's" program, which stands for "Coffee, Cake, and Chat," which was created especially for the local elders in our community. This initiative gave seniors a regular, inexpensive social outing, further contributing to a sense of community and belonging.

The café also acts as a training ground for volunteers, many of whom receive New Start benefits, have special needs, or are in their senior year of high school. In addition to giving these volunteers useful employability skills, providing barista training with a cutting-edge, efficient coffee maker also gives them the confidence to explore future work chances.

Overall, by improving our coffee maker, we aimed to create a warm and inclusive environment that encourages our customers to socialize, develop their skills, and feel a sense of community. This project is in line with our purpose to assist those in our community who are weak or disadvantaged.

This could be either to improve an area of service or a facility or a community enhancement activity or initiative.

What is the outcome your project achieved?

Describe the enhancement outcome that your funded project achieved for your organisation and community.

The sponsored project to upgrade the coffee maker at our café produced a number of noteworthy results for both our organisation and the community we serve:

Increased Service Quality

By installing a modern and reliable coffee maker, we were able to vastly improve the level of service offered at Arnold's Place Café. This resulted in drinks that consistently tasted better and higher levels of general customer satisfaction.

Increased Training Opportunities

With the new machine, we were able to grow our barista training program and give more volunteers transferable skills for brewing coffee. This increased their employability and gave them significant abilities they could apply to their future employment.

Financial Stability

The improvement had a favourable budgetary effect. We were able to maintain a continuous income stream by making sure the café kept running at full capacity instead of having down time due to machine repairs. This financial sustainability is vital for the ongoing operation of The Food Centre and its various programs.

Improved Community Engagement

The refurbished café evolved into a more appealing gathering place for neighbourhood residents. The café's affordability and high-quality offerings attracted new visitors, creating

2021 -22 Minor Round 2
2122 Minor Round 2 Acquittal Form
Application No. 2122Minor2134 From The Food Centre
Form Submitted 27 Sep 2023, 12:54PM ACST

opportunities for social interactions and connections among individuals who may not have previously engaged with our services.

Positive Feedback and Sense of Belonging

Our community members' responses have been overwhelmingly favourable. We have received anecdotal feedback that people noted a stronger sense of connection and belonging to the café as well as The Food Centre overall. They valued having a cozy, reasonably priced place to gather and eat.

Enhanced Sense of Dignity

For many of our clients, the accessibility of reasonably priced, high-quality coffee and other beverages increased their sense of dignity. It made it possible for them to go on social outings without having to worry about money, which is crucial for those with modest incomes.

Strengthened Community Well-Being and Health

The café's function as a gathering place for people had a favourable effect on our customers' mental and emotional wellbeing. The ability to connect with others and feel a sense of belonging in a community can have a significant impact on general wellness.

The enhanced coffee maker improved the standard of services offered by Arnold's Place Café and furthered our dedication to encouraging a sense of belonging and community among our customers. It contributed to a more resilient and connected community, furthering our purpose of assisting those who are vulnerable or disadvantaged.

Financial Acquittal

Grant Expenditure

All approved funded items that have been purchased must be listed in separate rows

Receipts

- Exact amounts must be stated as appears on your receipts
- Receipts for ALL items must be attached
- Invoices with outstanding amounts owing cannot be accepted as they do not prove payment to supplier.

GST registered organisations

- If you are registered for GST the amount recorded below ***must be GST exclusive***

Wages

- For wages, a payroll print-out that includes the position title, Award, level, rate per hour, number of hours and length of employment must be attached

Expenditure	\$	Copy of receipt
Coffee Machine	Clause 7(1)(b), Clause 7(1)(c)	

2021 -22 Minor Round 2
2122 Minor Round 2 Acquittal Form
Application No. 2122Minor2134 From The Food Centre
Form Submitted 27 Sep 2023, 12:54PM ACST

Grinder and Press	Clause 7(1)(b), Clause 7(1)(c)
-------------------	--------------------------------

Budget Totals

Value of Grant Funding	Total Expenditure	Funds remaining
\$7,540.00	Clause 7(1)(b), Clause 7(1)(c)	Clause 7(1)(b), Clause 7(1)(c)
This number/amount is calculated.	This number/amount is calculated.	This number/amount is calculated.

Variance Explanation (provide details to explain surplus funds remaining)

All funding expended and extra in-kind expenses were covered by TFC listed below:

Barista Training and Materials \$3000

Supervision \$3,000

Must be no more than 150 characters.

Declaration and Submission

*** indicates a required field**

How to submit your Project Evaluation and Financial Acquittal

After you have completed all mandatory sections of this form:

1. Select **Review and Submit**, under **Form Navigation**.
2. Select **Download PDF**
3. **Print** the PDF
4. Both authorised persons must **sign** the form. (the same person cannot sign this form twice) and
5. **Scan** and **upload** the completed form.
6. Select **Submit**

Upload Signed Acquittal

*

Filename: 0579_001.pdf
File size: 276.4 kB

Declaration

By submitting this Acquittal I declare that:

- > All information supplied within this acquittal form, its schedules and any accompanying documents is complete and accurate, and is not false or misleading in any way.
- > The Applicant Contact Person, Registered Public Officer and/or the Applicant Organisation have/will not partake in

2021 -22 Minor Round 2
2122 Minor Round 2 Acquittal Form
Application No. 2122Minor2134 From The Food Centre
Form Submitted 27 Sep 2023, 12:54PM ACST

and have never committed and/or are being investigated for any fraud or dishonesty offences;

> All information in the acquittal and its schedules is capable of substantiation.

> I have made all necessary inquiries to satisfy myself that all expenses in this acquittal meet the eligibility requirements as outlined in my contract and the Grants SA Major Guidelines;

> All documents that may be relevant to this acquittal will be made available (upon request) to The Department of Human Services (Grants SA); and

> I am authorised to submit this grant acquittal and agree to submit this declaration on behalf of the applicant organisation.

I understand that:

> Giving false or misleading information is a serious offence. It is a criminal offence to attempt to obtain a grant or increase the amount of a grant expenditure through deceit, false or misleading representation or other unlawful means;

Name: * Mr James Chapman

Position: * CEO

Date: * 27/09/2023
Must be a date.

Sign here:

The signature section cannot be completed online.

Name: * Mr Olexij Straschko

Position: * Board Member

Date: * 27/09/2023
Must be a date.

Sign here:

The signature section cannot be completed online.

2021 -22 Minor Round 2
2122 Minor Round 2 Acquittal Form
Application No. 2122Minor2134 From The Food Centre Inc - DRAFT

Project Evaluation and Financial Acquittal

What is the outcome your project achieved?

Project Evaluation and Financial Acquittal

Congratulations on completing your Grants SA Minor Grant funded project.

Important Information:

As part of your grant obligations, you are required to complete and submit a Project Evaluation and Financial Acquittal **within one month of the end date of your agreement**. It is important that you submit this report by the due date. Failure to do so may result in your organisation being ineligible for future funding through the Department of Human Services.

Please ensure that all funds are expended between 26 October 2022 and the end date of your agreement. Unspent funds or funds not expended within these dates may need to be repaid to the Department of Human Services. You will be notified if this is the case, and if required, an invoice will be issued after the Department has processed this expenditure report.

Receipts for all items purchased with a one-off grant need to be submitted with your financial acquittal.

Summary of Project Details

Project Title

Creating Community with Coffee, Cake and Chat "3C's"

This question is read only.

Acquittal Due Date

27/11/2023

This question is read only.

Total Amount Funded

\$7,540.00

This question is read only.

Project purpose

To replace the coffee machine at the in-house café Arnold's Place, to continue to support the training of volunteers and serve the day to day needs of customers with a variety of services including a social supermarket, in-house workshops, cooking courses and an op shop.

This question is read only.

Approved funded items

Coffee Machine and Grinder \$7540.00

This question is read only.

Project Evaluation

What did you do?

2021 -22 Minor Round 2

2122 Minor Round 2 Acquittal Form

Application No. 2122Minor2134 From The Food Centre Inc - DRAFT

Describe what activity was undertaken in your funded project to enable your organisation to increase connecting and/or belong to your community?

As part of our funded project, we took on the challenge of modernising our on-site café by swapping out our antiquated coffee maker. This improvement was essential to improving our capacity to promote connection and a sense of belonging inside our community.

Arnold's Place Café acts as an important gathering place for community members, especially the elderly and those who are struggling financially. It offers reasonably priced, nutritious meals along with options for coffee and cake. We sought to encourage people to leave their houses, interact with others, and enjoy times of social contact by offering these services at affordable pricing.

Additionally, as part of our effort, we hosted the "3C's" program, which stands for "Coffee, Cake, and Chat," which was created especially for the local elders in our community. This initiative gave seniors a regular, inexpensive social outing, further contributing to a sense of community and belonging.

The café also acts as a training ground for volunteers, many of whom receive New Start benefits, have special needs, or are in their senior year of high school. In addition to giving these volunteers useful employability skills, providing barista training with a cutting-edge, efficient coffee maker also gives them the confidence to explore future work chances.

Overall, by improving our coffee maker, we aimed to create a warm and inclusive environment that encourages our customers to socialize, develop their skills, and feel a sense of community. This project is in line with our purpose to assist those in our community who are weak or disadvantaged.

This could be either to improve an area of service or a facility or a community enhancement activity or initiative.

What is the outcome your project achieved?

Describe the enhancement outcome that your funded project achieved for your organisation and community.

The sponsored project to upgrade the coffee maker at our café produced a number of noteworthy results for both our organisation and the community we serve:

Increased Service Quality

By installing a modern and reliable coffee maker, we were able to vastly improve the level of service offered at Arnold's Place Café. This resulted in drinks that consistently tasted better and higher levels of general customer satisfaction.

Increased Training Opportunities

With the new machine, we were able to grow our barista training program and give more volunteers transferable skills for brewing coffee. This increased their employability and gave them significant abilities they could apply to their future employment.

Financial Stability

The improvement had a favourable budgetary effect. We were able to maintain a continuous income stream by making sure the café kept running at full capacity instead of having down time due to machine repairs. This financial sustainability is vital for the ongoing operation of The Food Centre and its various programs.

Improved Community Engagement

The refurbished café evolved into a more appealing gathering place for neighbourhood residents. The café's affordability and high-quality offerings attracted new visitors, creating

2021 -22 Minor Round 2

2122 Minor Round 2 Acquittal Form

Application No. 2122Minor2134 From The Food Centre Inc - DRAFT

opportunities for social interactions and connections among individuals who may not have previously engaged with our services.

Positive Feedback and Sense of Belonging

Our community members' responses have been overwhelmingly favourable. We have received anecdotal feedback that people noted a stronger sense of connection and belonging to the café as well as The Food Centre overall. They valued having a cozy, reasonably priced place to gather and eat.

Enhanced Sense of Dignity

For many of our clients, the accessibility of reasonably priced, high-quality coffee and other beverages increased their sense of dignity. It made it possible for them to go on social outings without having to worry about money, which is crucial for those with modest incomes.

Strengthened Community Well-Being and Health

The café's function as a gathering place for people had a favourable effect on our customers' mental and emotional wellbeing. The ability to connect with others and feel a sense of belonging in a community can have a significant impact on general wellness.

The enhanced coffee maker improved the standard of services offered by Arnold's Place Café and furthered our dedication to encouraging a sense of belonging and community among our customers. It contributed to a more resilient and connected community, furthering our purpose of assisting those who are vulnerable or disadvantaged.

Financial Acquittal

Grant Expenditure

All approved funded items that have been purchased must be listed in separate rows

Receipts

- Exact amounts must be stated as appears on your receipts
- Receipts for ALL items must be attached
- Invoices with outstanding amounts owing cannot be accepted as they do not prove payment to supplier.

GST registered organisations

- If you are registered for GST the amount recorded below **must** be GST exclusive

Wages

- For wages, a payroll print-out that includes the position title, Award, level, rate per hour, number of hours and length of employment must be attached

Expenditure	\$	Copy of receipt
Coffee Machine	Clause 7(1)(b), Clause 7(1)(c)	

2021 -22 Minor Round 2

2122 Minor Round 2 Acquittal Form

Application No. 2122Minor2134 From The Food Centre Inc - DRAFT

Grinder and Press

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

Budget Totals

Value of Grant Funding

\$7,540.00

This number/amount is calculated.

Total Expenditure

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

This number/amount is calculated.

Funds remaining

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

This number/amount is calculated.

Variance Explanation (provide details to explain surplus funds remaining)

All funding expended and extra in-kind expenses were covered by TFC listed below:

Barista Training and Materials \$3000

Supervision \$3,000

Must be no more than 150 characters.

Declaration and Submission

* indicates a required field

How to submit your Project Evaluation and Financial Acquittal

After you have completed all mandatory sections of this form:

1. Select **Review and Submit**, under **Form Navigation**.
2. Select **Download PDF**
3. **Print** the PDF
4. Both authorised persons must **sign** the form. (the same person cannot sign this form twice) and
5. **Scan** and **upload** the completed form.
6. Select **Submit**

Upload Signed Acquittal

*

No files have been uploaded

Declaration

By submitting this Acquittal I declare that:

- > All information supplied within this acquittal form, its schedules and any accompanying documents is complete and accurate, and is not false or misleading in any way.
- > The Applicant Contact Person, Registered Public Officer and/or the Applicant Organisation have/will not partake in

2021 -22 Minor Round 2
2122 Minor Round 2 Acquittal Form
Application No. 2122Minor2134 From The Food Centre Inc - DRAFT

and have never committed and/or are being investigated for any fraud or dishonesty offences;

> All information in the acquittal and its schedules is capable of substantiation.

> I have made all necessary inquiries to satisfy myself that all expenses in this acquittal meet the eligibility requirements as outlined in my contract and the Grants SA Major Guidelines;

> All documents that may be relevant to this acquittal will be made available (upon request) to The Department of Human Services (Grants SA); and

> I am authorised to submit this grant acquittal and agree to submit this declaration on behalf of the applicant organisation.

I understand that:

> Giving false or misleading information is a serious offence. It is a criminal offence to attempt to obtain a grant or increase the amount of a grant expenditure through deceit, false or misleading representation or other unlawful means;

Name: * Mr James Chapman

Position: * CEO

Date: * 27/09/2023
Must be a date

Sign here  **Clause 6(1)**

The signature section cannot be completed online.

Name: * Mr Olexij Straschko

Position: * Board Member

Date: * 27/09/2023
Must be a date.

Sign here:  **Clause 6(1)**

The signature section cannot be completed online.



Project ID: AFS23/24045

Mr Olexij Straschko
Board member
The Food Centre Inc
5/580 Main North Rd
GEPPS CROSS SA 5094

Procurement and Grants

L8, Riverside Building
North Terrace
Adelaide SA 5000

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

Email: admin@thefoodcentre.com.au

ABN: 33 216 564 273

Dear Mr Straschko

Re: Grant Offer under Grants SA Addressing Food Security Funding Program for NourishED: Empowering Communities through Food Security and Nutrition

I am pleased to offer you a grant of \$42,391 plus GST (if applicable) ('Grant') on behalf of the Minister for Human Services ("Government Party").

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

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

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

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

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

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

OFFICIAL

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

Yours sincerely

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

Caroline Lock

DIRECTOR, COMMUNITY AND PARTNERSHIPS

06-Mar-2024

Date:

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

**ACKNOWLEDGEMENT & ACCEPTANCE OF OFFER
OF GRANT FOR Nourished: Empowering Communities through Food Security and Nutrition**

James Chapman

I, authorised officer, for and on behalf of The Food Centre Inc (ABN:33 216 564 273) ("**Recipient**") acknowledge and accept the terms and conditions specified in this Letter of Offer and in Attachments 1, 2 and 3.

DocuSigned by:
Clause 6(1)

Signature:838FCA3A734F41E.....

James Chapman

Print Full Name:

Chief Executive Officer

Position/Office:

06-Mar-2024

Date:

Grants SA is administered by the Department of Human Services.

Attachment 1 - Grant Details

Item 1	Government Party	Minister for Human Services ABN 11 525 031 744 GPO Box 292 Adelaide SA 5001
Item 2	Recipient	The Food Centre Inc 5/580 Main North Rd GEPPS CROSS SA 5094
Item 3	Commencement Date	04/03/2024
Item 4	Expiry Date	03/03/2025
Item 5	Extension Period(s)	12 months
Item 6	Recipient's ABN	Recipient has an ABN: Yes 33 216 564 273 Registered for GST: Yes
Item 7	Contact Persons	Government Party: Grants SA T: 1300 650 985 grantsSA@sa.gov.au Recipient: Olexij Straschko Board member The Food Centre Inc 5/580 Main North Rd GEPPS CROSS SA 5094 admin@thefoodcentre.com.au
Item 8	Purpose	Details of Program/Project To support The Food Centre to purchase and distribute EasyFeast Meal Packs and run Cooking and Gardening workshops for the residents of Kurlana Tampawardii.
Item 9	Outcomes	How Much? How Well? Is Anyone Better Off? To support communities to move out of food insecurity in South Australia.
Item 10	Reports and Meetings	The following reports, accessible by admin@thefoodcentre.com.au online at dhs.smartygrants.com.au , within one (1) month after the end of the Funding Period:

Grants SA is administered by the Department of Human Services.

OFFICIAL

		<p>A Financial Acquittal confirming grant funds expended during the grant period with receipts for expenditure attached, and</p> <p>Project Outcomes – reporting how your project addressed the six dimensions of food security, outcomes the project achieved and key learnings from the project.</p>
Item 11	Grant Amount	<p>\$42,391 plus GST (if applicable)</p> <p>Total Project Budget Itemised</p> <p>EasyFeast Meal Pack Distribution: \$23,448, Cooking Education Workshops -Workshop Materials \$1,843, Venue Utilities cost and Equipment \$3,173, Gardening Workshop facilitators and Supplies to set up at Kurlana Tampawardli residences: \$4,927, Contingency \$3,000, Cooking Course Facilitators \$6,000</p>
Item 12	Payment Details	<p>Schedule of Payments:</p> <p>One-off</p> <p>The Grant will be paid within 30 days of acceptance of this offer.</p>
Item 13	Tax Invoice Issuing Party	Government Party
Item 14	Grant Reconciliation Date(s)	Within one (1) month after the end of the Funding Period.
Item 15	Additional Recipient Financial Information	No
Item 16	Government Party IP Licence	Not Applicable
Item 17	Insurances Public Liability Insurance	Not less than \$1,000,000
Item 18	Liability Limit	1 x Total Grant Amount
Item 19	Notice Period for Termination for Convenience	Not Applicable
Item 20	Form of Funding Acknowledgement	<p>Appropriately acknowledge the State Government of South Australia as a funding source for the project.</p> <p>You must not make or permit to be made a public announcement or media release about any aspect of this Grant Agreement without first giving reasonable notice in writing together with a summary of the proposed public announcement or copy of the media release to the Minister through the Grants SA staff.</p>

Grants SA is administered by the Department of Human Services.

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. FUNDING PERIOD

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

2. CONTACT PERSONS

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

3. PURPOSE

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

4. FUNDING AND INVOICING

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

5. GST

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

6. REPAYMENT OF UNALLOCATED FUNDS

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

7. PROVISION OF INFORMATION

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

8. FINANCIAL REPORTING AND AUDITING

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

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

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 10.2 If specified in Attachment 1, the Recipient grants the Government Party and the State of South Australia a non-exclusive, perpetual, royalty free licence to use any intellectual property created as part of the Purpose.

11. CONFIDENTIAL INFORMATION

- 11.1 Subject to this clause 11, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 11.2 A Party may disclose Confidential Information belonging to the other Party:
- (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
 - (b) as required by law or a court order;
 - (c) in accordance with any Parliamentary or constitutional convention;
 - (d) for the purposes of prosecuting or defending proceedings.
- 11.3 The Parties may mutually agree to disclose Confidential Information.

12. PRIVACY

- 12.1 The Recipient must comply with the *Privacy Act 1988* (Cth) ("**Privacy Act**") and the Australian Privacy Principles established under that Act in undertaking its obligations under this Agreement including in relation to all Personal Information received created or held by it for the purposes of this Agreement.
- 12.2 The Recipient must promptly notify the Government Party if it fails to comply with this clause or if it becomes aware of any actual or threatened disclosure of or unauthorised access to Personal Information.
- 12.3 For the purposes of this special condition, "Personal Information" has the same meaning as in the Privacy Act.

13. PUBLICITY

- 13.1 The Recipient will acknowledge the Grant by the Government Party in any advertising, publicity or promotional material relating to this Agreement in the manner specified in Attachment 1.
- 13.2 The Recipient will participate in promotional or publicity activity in relation to this Agreement as is reasonably required by the Government Party.
- 13.3 The Recipient and the Government Party must use their best endeavour to mutually agree on the content of any public announcements or media releases about this Agreement.
- 13.4 If due to urgent circumstances or due to the nature and timing of the media request, it is not possible to provide prior notice of an announcement or media release to the other Party, then the Party making the announcement or media release must notify the other Party and provide a summary of the announcement or a copy of the media release as soon as possible after making the announcement or media release.
- 13.5 Nothing in this clause derogates from the operation of the *Not-for-Profit Sector Freedom to Advocate Act 2013*.

14. INSURANCE

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

15. LIABILITY LIMIT

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

16. DISPUTE RESOLUTION

- 16.1 Subject to clause 16.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 16.2 Either Party may give the other a notice in writing ("**dispute notice**") setting out the details of the dispute.
- 16.3 Within seven days or such other period as may be agreed by the Parties, the Contact Persons must meet and use reasonable endeavours to resolve the dispute.
- 16.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

17. DEFAULT AND TERMINATION

- 17.1 If the Recipient does not apply any part of the Grant for the Purpose or if the Recipient materially fails to comply with this Agreement at any time, the Government Party may upon giving written notice to the Recipient:
- (a) require the Recipient to repay either the whole or a portion of the Grant (whether expended or not) within 30 days of a written demand from the Government Party;
 - (b) withhold funds not already paid;
 - (c) withhold future funding from the Recipient; and/or
 - (d) terminate this Agreement.
- 17.2 Either Party may terminate this Agreement without cause by giving the other Party the period of notice specified in Attachment 1 ("**Notice Period for Termination for Convenience**").

18. EFFECT OF ENDING THIS AGREEMENT

- 18.1 Any termination of this Agreement does not affect any accrued right of either Party.
- 18.2 Despite termination or expiry of this Agreement, this clause 18 and clauses 6, 7, 8, 9, 10, 11, 12, 15 and those Special Conditions that by their nature remain in force, will survive.

19. CONTRACT DISCLOSURE

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

20. COMPLIANCE WITH LAWS AND POLICIES

- 20.1 The Recipient must comply with the laws in the State of South Australia in performing its obligations under this Agreement.
- 20.2 The Recipient must comply with any policies notified by the Government Party in writing at the Commencement Date.

21. GOVERNING LAW AND JURISDICTION

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

22. ENTIRE AGREEMENT

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

23. NO ASSIGNMENT

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

24. MODIFICATION

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

25. SEVERANCE

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

26. COUNTERPARTS

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

27. NO FURTHER OBLIGATION

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

28. INTERPRETATION

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

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

29. DEFINITIONS

In this Agreement:

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

30. SPECIAL CONDITIONS

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

Attachment 3 – Special Conditions

Not used



Attachment 4 – EFT Authorisation Form

Please complete all three sections of the form (required fields are indicated with a *)**1. Vendor Details****Vendor Id**
(OFFICE USE ONLY)***ABN Name** The Food Centre Inc***ABN number** 33 216 564 273***Address** 5/580 Main North Road***City/Suburb** Gepps Cross***State** South Australia***Post Code** 5094**Fax No.*****Phone No.**

0882627345

Email** admin@thefoodcentre.com.au**MAILING ADDRESS IF DIFFERENT*Address****City/Suburb****State****Post Code****Fax No.****Phone No.****Email****2. VENDOR INDEMNITY**

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

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

***Primary Officer**
bearer name James Chapman***Title** Chief Executive Officer**Contact Number*****Signature**

DocuSigned by:

Clause 6(1)

838FCA3A734F44E

***Date**

06-Mar-2024

Email

james@thefoodcentre.com.au

Treasurer name** Catherine FrenchTitle** Financial Administrator**Contact Number*****Signature**

DocuSigned by:

Clause 6(1)

84CEFA4A5F204FF

***Date**

06-Mar-2024

Email

cmfbookkeeping@optusnet.com.au

3. BANK DETAILS

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

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

Procurement & Quality Assurance

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

Project ID: SI1154

Olexij Straschko
Board member
The Food Centre Inc
5/580 Main North Road
Gepps Cross SA 5094
projects.thefoodcentre@outlook.com
(08) 8262 7345

ABN: 33 216 564 273

Dear Mr Straschko

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

I refer to your request for financial assistance for the building of a HyperHub for Community Growth ("Purpose").

I am pleased to offer a grant of \$9,104 plus GST (if applicable) ('Grant') on behalf of the Minister for Human Services and Grants SA ("Government Party") to be expended between 02 April 2024 and 03 April 2025 ("Grant Period").

The purpose of the Grant is: the supply, construction, installation and fit out of a community hub shared space, equipped with a reverse cycle air conditioner at the Gepps Cross Food Centre site.

Total Project Budget Itemised: Hypercuby "Hyperoom" including delivery for \$8,377.40 and Hisense C3.5kW H4kW Reverse Cycle Split System for \$726.36.

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

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

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

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

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

OFFICIAL

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

Yours sincerely

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

Caroline Lock

DIRECTOR, COMMUNITY & PARTNERSHIPS

Date: 03-Apr-2024

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

ACKNOWLEDGEMENT & ACCEPTANCE OF OFFER
OF GRANT FOR THE BUILDING OF A HYPERHUB FOR COMMUNITY GROWTH

I James Chapman, authorised officer, for and on behalf of The Food Centre Inc (ABN: 33 216 564 273) ("Recipient") acknowledge and accept the terms and conditions specified in this Letter of Offer.

DocuSigned by:
Clause 6(1)

Signature: 838FCA2A734F415

Print Full Name: James Chapman

Position/Office: Chief Executive officer

Date: 03-Apr-2024



Attachment 2 – EFT Authorisation Form

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

1. Vendor Details

Vendor Id

(OFFICE USE ONLY)

*ABN Name The Food Centre Inc

*ABN number 33216564273

*Address 5/580 Main North Rd

*City/Suburb Gepps Cross

*State South Australia

*Post Code 5094

Fax No.

*Phone No. 0882627345

*Email james@thefoodcentre.com.au

MAILING ADDRESS IF DIFFERENT

Address

City/Suburb

State

Post Code

Fax No.

Phone No.

Email

2. VENDOR INDEMNITY

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

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

*Primary Officer James Chapman

bearer name

*Signature

DocuSigned by:

Clause 6(1)

*Title Chief Executive Officer

*Date

03 Apr 11 2024

Contact Number 0882627345

Email

james@thefoodcentre.com.au

*Treasurer name Catherine French

*Title Financial Administrator

*Signature

DocuSigned by:

Clause 6(1)

*Date

03 Apr 2024

Contact Number Clause 6(1)

Email

cmfbookkeeping@optusnet.com.au

3. BANK DETAILS

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

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

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

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

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

*Bank BSB Clause 7(1)(b), Clause 7(1)(c)

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


Attachment 2 – RCTI Agreement

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

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

Grant Recipient Name The Food Centre Inc
(Please state Agency name NOT Individual)

Grant Recipient ABN ABN33216564273

Signature 
James Chapman

Name / Position of Signatory Chief Executive Officer

Date 03-Apr-2024

Office Use Only

Signed on behalf of DHS _____

Name / Position of Signatory _____

Date _____



THE FOOD CENTRE

A not-for-profit community organisation

The Food Centre: Twelve-Month Progress Report

Period: July 2023 – June 2024

Over the past 12 months, The Food Centre has continued to build upon its commitment to delivering vital community services, enhancing food security, and promoting positive social outcomes.

Our initiatives, supported by generous funding and strategic partnerships, have significantly impacted our local community addressing food insecurity and supporting vulnerable individuals and families.

This report provides an overview of our achievements, challenges, and ongoing efforts in line with our initial proposal and the six-month progress report.

Service Delivery and Community Engagement

The Food Centre has made substantial strides in expanding its services and reaching more community members in need.

Our social supermarket model at Gepps Cross has seen increased engagement, reflecting the community's reliance on our affordable and nutritious food options.

In the past 12 months, attendance at The Food Centre has been impressive, with a total of 57,278 visits across our various services.

This is a notable increase from the previous year's total of 50,111, highlighting our growing impact and the community's continued support. This is an increase of 7167 visits or 14.3%.

Redistributed Bakery Products

During the reporting period between 2023-2024, we have redistributed a total of 54,586.75 kg of bakery products.

This significant amount of redistributed food emphasises our commitment to alleviating food waste and providing essential items to those in need.

In the last 6 months alone, we redistributed 40,262.4 kg of bakery products, demonstrating the efficiency and effectiveness of our food recovery and redistribution programs.

Meals for the Homeless

Our partnership with Bread of Life Ministries has proven to be a vital component of our emergency food relief efforts.

Over the last 6 months, we provided 1,411 meals to homeless individuals, bringing the total to 1,531 meals for the year. This accomplishment was achieved



THE FOOD CENTRE

A not-for-profit community organisation

by extending our service from one day to two days per week starting November 2023.

The increased service has allowed us to reach more individuals in need. We are proud of our progress, which reflects our commitment to supporting the homeless community in the CBD. Total expenses for this initiative amounted to \$805.53 for the year, with \$638.24 spent in the last 6 months.

EasyFeast™ Meal Packs

In the last 6 months, we sold 3,070 EasyFeast™ packs, bringing the total for the 12-month period to 5,390 packs. This translates to approximately 21,560 to 32,340 budget-friendly, nutritious meals.

We have expanded our reach by establishing EasyFeast™ collection points at Morella Community Centre, Lefevre Community Stadium, and Jubilee Community Centre.

Though this initiative is in its early stages, we have already distributed 82 meal packs through these new locations.

Fruit and Vegetable Distribution

We have made significant strides in distributing free fresh produce to the community.

Over the last 12 months, we distributed 12,739 kg of free fruit and 23,418 kg of free vegetables. This effort aligns with our mission to provide nutritious food options to those in need.

In the last 6 months alone, we distributed 5,156 kg of fruit and 9,980 kg of vegetables, showcasing our ongoing commitment to addressing food insecurity.

Total Food Distribution

In total, we distributed 143,148 kg of food. This includes 52,405 kg of food sold and an estimated 286,296 meals supported by our comprehensive food distribution efforts.

Pop-Up Supermarkets

Our Pop-Up Supermarkets have now begun to expand, reflecting our commitment to reaching more individuals and families. Over the past 12 months, we held 52 Pop-Up Supermarkets, with a total of 792 attendances.

During the reporting period we have introduced monthly Pop-Up Supermarkets at Morella Community Centre and are planning to commence a new location at Jubilee Community Centre.



THE FOOD CENTRE

A not-for-profit community organisation

This expansion highlights our dedication to improving access to affordable and nutritious groceries across different areas.

Emergency Financial Assistance

The Food Centre has continued to provide essential emergency financial assistance through TFC vouchers.

Over the past 12 months, we have issued \$2,117.86 in vouchers, including \$753.86 in the last 6 months. This financial support has been crucial in helping families and individuals address urgent needs and maintain their well-being.

No-Interest Loans (NILS)

As a provider of Good Shepherds No-Interest Loan Scheme, The Food Centre has contributed to providing critical support to those in financial need.

In the last 6 months, we processed 55 successful NILS applications, with 13% of these clients experiencing family and domestic violence (FDV).

Over the entire 12-month period, we have successfully provided 84 NILS loans. This initiative highlights our commitment to financial empowerment and supporting individuals in managing their financial challenges.

Customer Attendance and Community Impact

The Food Centre's various services have seen increased attendance, reflecting the growing demand for our support.

Arnold's Place Café recorded 20,513 visits, SSM (Social Supermarket) had 29,838 visits, and the Op Shop had 6,927 visits, bringing the total to 57,278.

This represents a substantial increase from the previous year, reinforcing the vital role we play in the community.

Food Charter Compliance

We are continuing our efforts to ensure compliance with the South Australian Food Relief Charter's traffic light system.

We are currently working closely with Nutrition Students from Flinders University to evaluate our food types in line with the Charter's standards.

This evaluation will help us maintain high standards in our food distribution and ensure that we meet the set targets of 60% Green Foods, 30% Amber Foods, and 10% Red Foods.



THE FOOD CENTRE

A not-for-profit community organisation

Connections to Services

The Food Centre remains dedicated to providing comprehensive support to our clients, facilitating meaningful connections to a range of essential services.

Over the past 12 months, we have successfully connected clients to various support services tailored to their unique needs.

Specifically, we have assisted:

- 17 clients with housing support through Uniting SA
- 528 of clients with financial assistance and food vouchers via Lutheran Care to the value of \$22,714
- 72 clients with financial counselling through Anglicare
- 4 clients received support for financial independence from Good Shepherd's Financial Independence Hub
- 14 clients referred to Morella Community Centre for education and personal self-development opportunities.

These connections highlight our commitment to addressing not only immediate needs but also empowering individuals towards long-term well-being and stability.

In conclusion, The Food Centre has made significant strides over the past 12 months, expanding our services, increasing our reach, and making a meaningful impact on the lives of individuals and families within our community.

Our ongoing commitment to addressing food insecurity and supporting vulnerable populations remains at the core of our mission, and we look forward to continuing our work with renewed focus and determination.

Conclusion

This report is a snapshot of the importance and the need to provide support to marginalised families and individuals especially those on low income, living in rented accommodation or in temporary accommodation.

What is not clear from the stats are other emerging groups that are experiencing real hardship and having to make real choices about, medication, heat or feed – **elderly/pensioner poverty** is now a real and emerging issue that needs attention, urgent attention.

22-23 Grants SA Minor Round

2223 Minor Round Acquittal Form

Application No. 2223Minor1202 From The Food Centre

Form Submitted 24 Jul 2024, 4:05PM ACST

Project Evaluation and Financial Acquittal

What is the outcome your project achieved?

Project Evaluation and Financial Acquittal

Congratulations on completing your Grants SA Minor Grant funded project.

Important Information:

As part of your grant obligations, you are required to complete and submit a Project Evaluation and Financial Acquittal **within one month of the end date of your agreement**. It is important that you submit this report by the due date. Failure to do so may result in your organisation being ineligible for future funding through the Department of Human Services.

Please ensure that all funds are expended between 31 July 2023 and the end date of your funding agreement. Unspent funds or funds not expended within these dates may need to be repaid to the Department of Human Services. You will be notified if this is the case, and if required, an invoice will be issued after the Department has processed this expenditure report.

Receipts for all items purchased with a one-off grant need to be submitted with your financial acquittal.

Summary of Project Details

Project Title

Serving Up Social Change: Enhancing The Food Centre's Cafe Experience
This question is read only.

Acquittal Due Date

30/09/2024
This question is read only.

Total Amount Funded

\$7,949.00
This question is read only.

Project purpose

This question is read only.

Approved funded items

2 Door Fridge (\$4046) Countertop Hot Display (\$1236) Countertop Fridge Display (\$1577)
Plate Covers x 48(\$663) Rectangular Tray x 48 (\$427)
This question is read only.

Project Evaluation

*** indicates a required field**

What did you do?

22-23 Grants SA Minor Round
2223 Minor Round Acquittal Form
Application No. 2223Minor1202 From The Food Centre
Form Submitted 24 Jul 2024, 4:05PM ACST

Please describe the activity undertaken by your funded project.

*

The funded project, "Serving Up Social Change: Enhancing The Food Centre's Cafe Experience," aimed to upgrade the equipment in Arnold's Place, our community cafe, to ensure food safety and improve the overall experience for our customers. The activities undertaken included the purchase and installation of new appliances: a refrigerated display cabinet, a hot food display cabinet, anti-slip trays, a refrigerator, and stackable plate covers. These upgrades were necessary to meet the new Food Safety Management Tools as outlined in Standard 3.2.2.A of the Australia New Zealand Food Standards Code.

The project involved several key steps:

Consultation and Planning: We conducted extensive consultations with staff, customers, and industry experts through surveys, focus groups, and interviews to determine the specific needs and priorities for the equipment upgrade.

Procurement: Based on the feedback and identified needs, we sourced and procured the required equipment from reputable suppliers, ensuring all items met the necessary food safety standards and regulatory requirements.

Installation: The new equipment was installed in the cafe, replacing outdated appliances. This involved coordinating with vendors and ensuring minimal disruption to our daily operations.

Training: Staff and volunteers received training on the new equipment to ensure its proper use and maintenance, further enhancing the efficiency and safety of our food service operations.

Monitoring and Evaluation: We implemented a system to monitor the impact of the new equipment on our service delivery, gathering feedback from customers and staff to assess improvements in food safety, service efficiency, and customer satisfaction.

Overall, the project successfully enhanced the functionality and safety of Arnold's Place, allowing us to better serve our community by providing a safe, inclusive, and welcoming space for affordable, nutritious meals and social interaction.

Must be no more than 300 words.

This could be either to improve an area of service or a facility or a community enhancement activity or initiative.

What was the outcome achieved by this funded project? *

Enhanced Food Safety and Service Quality: Upgrading the cafe's equipment ensured compliance with new Food Safety Management Tools and improved the quality of our food service. This has resulted in safer, healthier meals for our community, directly impacting their physical wellbeing.

Increased Community Engagement: New, efficient equipment, allows us to serve more customers in less time, reducing wait times and making the cafe more accessible. This encouraged greater community participation and use of the cafe as a social hub, where people could gather, interact, and support one another.

Volunteer Empowerment and Skill Development: The project included training for volunteers on the new equipment. This not only ensured proper use and maintenance and provided valuable skills to our volunteers, many from vulnerable or disadvantaged backgrounds. This empowerment through skill development enhances confidence and employability.

Social Inclusion and Emotional Wellbeing: Arnold's Place, with its improved facilities, continued to be a welcoming space where community members, particularly those experiencing social isolation, could come together. Our surveys indicated that 78% of

22-23 Grants SA Minor Round
2223 Minor Round Acquittal Form
Application No. 2223Minor1202 From The Food Centre
Form Submitted 24 Jul 2024, 4:05PM ACST

customers felt more connected to the community through their interactions at the cafe. This sense of belonging and community support is crucial for their emotional wellbeing.

We received special pricing as a charity than initially quoted and had excess funds. The major limiting factor in our cafe is to meet demand. We produce 40 hot meals in the cafe a day (excluding soups, sandwiches etc) and 80 meals a week for the homeless. Peeling this many potatoes has caused regular hold ups with a lack of volunteers and regular injuries as an OHS and food safety issue.

We desperately needed an automated potato peeler and we were able to purchase one with the remaining funds instead of applying for an additional grant. See attached photos of the increased meal capacity for houseless people.

Must be no more than 300 words.

How did this support the funding focus of strong and inclusive communities and /or advancing social and emotional wellbeing in the community?

Financial Acquittal

Grant Expenditure

All approved funded items that have been purchased must be listed in separate rows

Receipts

- Exact amounts must be stated as appears on your receipts
- Receipts for ALL items must be attached
- Invoices with outstanding amounts owing cannot be accepted as they do not prove payment to supplier.

GST registered organisations

- If you are registered for GST the amount recorded below **must be GST exclusive**

Wages

- For wages, a payroll print-out that includes the position title, Award, level, rate per hour, number of hours and length of employment must be attached

Expenditure	\$	Copy of receipt
Upright fridge, hot and cold displays	Clause 7(1)(b), Clause 7(1)(c)	
Mugs, trays		

22-23 Grants SA Minor Round
2223 Minor Round Acquittal Form
Application No. 2223Minor1202 From The Food Centre
Form Submitted 24 Jul 2024, 4:05PM ACST

Potato Peeler	Clause 7(1)(b), Clause 7(1)(c)
---------------	--------------------------------

Budget Totals

Value of Grant Funding

\$7,949.00

This number/amount is calculated.

Total Expenditure

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

This number/amount is calculated.

Funds remaining

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

This number/amount is calculated.

Variance Explanation (provide details to explain surplus funds remaining)

Excess funds from being given a not for profit/charity discount and spent (with extra contribution) on an automated potato peeler

Must be no more than 150 characters.

Optional Photo Upload

Please attach any photos of publicity of your funded project:

Filename: IMG_0586.jpg

File size: 2.9 MB

Filename: IMG_0593.jpeg

File size: 2.7 MB

A maximum of 3 files may be attached. By uploading these images the applicant confirms that they maybe used by Grants SA for promotion of its grants and programs.

Declaration and Submission

*** indicates a required field**

How to submit your Project Evaluation and Financial Acquittal

After you have completed all mandatory sections of this form:

1. Select **Review and Submit**, under **Form Navigation**.
2. Select **Download PDF**
3. **Print** the PDF
4. Both authorised persons must **sign** the form. (the same person cannot sign this form twice) and
5. **Scan** and **upload** the completed form.
6. Select **Submit**

22-23 Grants SA Minor Round
2223 Minor Round Acquittal Form
Application No. 2223Minor1202 From The Food Centre
Form Submitted 24 Jul 2024, 4:05PM ACST

Upload Signed Acquittal
*

Filename: 2144_001.pdf
File size: 339.0 kB

Declaration

By submitting this Acquittal I declare that:

- > All information supplied within this acquittal form, its schedules and any accompanying documents is complete and accurate, and is not false or misleading in any way.
- > The Applicant Contact Person, Registered Public Officer and/or the Applicant Organisation have/will not partake in and have never committed and/or are being investigated for any fraud or dishonesty offences;
- > All information in the acquittal and its schedules is capable of substantiation.
- > I have made all necessary inquiries to satisfy myself that all expenses in this acquittal meet the eligibility requirements as outlined in my contract and the Grants SA Major Guidelines;
- > All documents that may be relevant to this acquittal will be made available (upon request) to The Department of Human Services (Grants SA); and
- > I am authorised to submit this grant acquittal and agree to submit this declaration on behalf of the applicant organisation.

I understand that:

- > Giving false or misleading information is a serious offence. It is a criminal offence to attempt to obtain a grant or increase the amount of a grant expenditure through deceit, false or misleading representation or other unlawful means;

Name: *

Mr James Chapman

Position: *

CEO

Date: *

24/07/2024
Must be a date.

Sign here:

The signature section cannot be completed online.

Name: *

Mr Olexij Straschko

Position: *

Board Member

22-23 Grants SA Minor Round
2223 Minor Round Acquittal Form
Application No. 2223Minor1202 From The Food Centre
Form Submitted 24 Jul 2024, 4:05PM ACST

Date: *

24/07/2024
Must be a date.

Sign here:

The signature section cannot be completed online.

22-23 Grants SA Minor Round
2223 Minor Round Acquittal Form
Application No. 2223Minor1202 From The Food Centre Inc - DRAFT

Project Evaluation and Financial Acquittal

What is the outcome your project achieved?

Project Evaluation and Financial Acquittal

Congratulations on completing your Grants SA Minor Grant funded project.

Important Information:

As part of your grant obligations, you are required to complete and submit a Project Evaluation and Financial Acquittal **within one month of the end date of your agreement**. It is important that you submit this report by the due date. Failure to do so may result in your organisation being ineligible for future funding through the Department of Human Services.

Please ensure that all funds are expended between 31 July 2023 and the end date of your funding agreement. Unspent funds or funds not expended within these dates may need to be repaid to the Department of Human Services. You will be notified if this is the case, and if required, an invoice will be issued after the Department has processed this expenditure report.

Receipts for all items purchased with a one-off grant need to be submitted with your financial acquittal.

Summary of Project Details

Project Title

Serving Up Social Change: Enhancing The Food Centre's Cafe Experience
 This question is read only.

Acquittal Due Date

30/09/2024
 This question is read only.

Total Amount Funded

\$7,949.00
 This question is read only.

Project purpose

This question is read only.

Approved funded items

2 Door Fridge (\$4046) Countertop Hot Display (\$1236) Countertop Fridge Display (\$1577)
 Plate Covers x 48(\$663) Rectangular Tray x 48 (\$427)
 This question is read only.

Project Evaluation

*** indicates a required field**

What did you do?

22-23 Grants SA Minor Round
2223 Minor Round Acquittal Form
Application No. 2223Minor1202 From The Food Centre Inc - DRAFT

Please describe the activity undertaken by your funded project.

*

The funded project, "Serving Up Social Change: Enhancing The Food Centre's Cafe Experience," aimed to upgrade the equipment in Arnold's Place, our community cafe, to ensure food safety and improve the overall experience for our customers. The activities undertaken included the purchase and installation of new appliances: a refrigerated display cabinet, a hot food display cabinet, anti-slip trays, a refrigerator, and stackable plate covers. These upgrades were necessary to meet the new Food Safety Management Tools as outlined in Standard 3.2.2.A of the Australia New Zealand Food Standards Code.

The project involved several key steps:

Consultation and Planning: We conducted extensive consultations with staff, customers, and industry experts through surveys, focus groups, and interviews to determine the specific needs and priorities for the equipment upgrade.

Procurement: Based on the feedback and identified needs, we sourced and procured the required equipment from reputable suppliers, ensuring all items met the necessary food safety standards and regulatory requirements.

Installation: The new equipment was installed in the cafe, replacing outdated appliances. This involved coordinating with vendors and ensuring minimal disruption to our daily operations.

Training: Staff and volunteers received training on the new equipment to ensure its proper use and maintenance, further enhancing the efficiency and safety of our food service operations.

Monitoring and Evaluation: We implemented a system to monitor the impact of the new equipment on our service delivery, gathering feedback from customers and staff to assess improvements in food safety, service efficiency, and customer satisfaction.

Overall, the project successfully enhanced the functionality and safety of Arnold's Place, allowing us to better serve our community by providing a safe, inclusive, and welcoming space for affordable, nutritious meals and social interaction.

Must be no more than 300 words.

This could be either to improve an area of service or a facility or a community enhancement activity or initiative.

What was the outcome achieved by this funded project? *

Enhanced Food Safety and Service Quality: Upgrading the cafe's equipment ensured compliance with new Food Safety Management Tools and improved the quality of our food service. This has resulted in safer, healthier meals for our community, directly impacting their physical wellbeing.

Increased Community Engagement: New, efficient equipment, allows us to serve more customers in less time, reducing wait times and making the cafe more accessible. This encouraged greater community participation and use of the cafe as a social hub, where people could gather, interact, and support one another.

Volunteer Empowerment and Skill Development: The project included training for volunteers on the new equipment. This not only ensured proper use and maintenance and provided valuable skills to our volunteers, many from vulnerable or disadvantaged backgrounds. This empowerment through skill development enhances confidence and employability.

Social Inclusion and Emotional Wellbeing: Arnold's Place, with its improved facilities, continued to be a welcoming space where community members, particularly those experiencing social isolation, could come together. Our surveys indicated that 78% of

22-23 Grants SA Minor Round

2223 Minor Round Acquittal Form

Application No. 2223Minor1202 From The Food Centre Inc - DRAFT

customers felt more connected to the community through their interactions at the cafe. This sense of belonging and community support is crucial for their emotional wellbeing.

We received special pricing as a charity than initially quoted and had excess funds. The major limiting factor in our cafe is to meet demand. We produce 40 hot meals in the cafe a day (excluding soups, sandwiches etc) and 80 meals a week for the homeless. Peeling this many potatoes has caused regular hold ups with a lack of volunteers and regular injuries as an OHS and food safety issue.

We desperately needed an automated potato peeler and we were able to purchase one with the remaining funds instead of applying for an additional grant. See attached photos of the increased meal capacity for houseless people.

Must be no more than 300 words.

How did this support the funding focus of strong and inclusive communities and /or advancing social and emotional wellbeing in the community?

Financial Acquittal

Grant Expenditure

All approved funded items that have been purchased must be listed in separate rows

Receipts

- Exact amounts must be stated as appears on your receipts
- Receipts for ALL items must be attached
- Invoices with outstanding amounts owing cannot be accepted as they do not prove payment to supplier.

GST registered organisations

- If you are registered for GST the amount recorded below **must** be GST exclusive

Wages

- For wages, a payroll print-out that includes the position title, Award, level, rate per hour, number of hours and length of employment must be attached

Expenditure	\$	Copy of receipt
Upright fridge, hot and cold displays	Clause 7(1)(b), Clause 7(1)(c)	
Mugs, trays		

22-23 Grants SA Minor Round
2223 Minor Round Acquittal Form
Application No. 2223Minor1202 From The Food Centre Inc - DRAFT

Potato Peeler	Clause 7(1)(b), Clause 7(1)(c)
---------------	--------------------------------

Budget Totals

Value of Grant Funding	Total Expenditure	Funds remaining
\$7,949.00	Clause 7(1)(b), Clause 7(1)(c)	Clause 7(1)(b), Clause 7(1)(c)
This number/amount is calculated.	This number/amount is calculated.	This number/amount is calculated.

Variance Explanation (provide details to explain surplus funds remaining)

Excess funds from being given a not for profit/charity discount and spent (with extra contribution) on an automated potato peeler

Must be no more than 150 characters.

Optional Photo Upload

Please attach any photos of publicity of your funded project:

Filename: IMG_0586.jpg
File size: 2.9 MB

Filename: IMG_0593.jpeg
File size: 2.7 MB

A maximum of 3 files may be attached. By uploading these images the applicant confirms that they maybe used by Grants SA for promotion of its grants and programs.

Declaration and Submission

*** indicates a required field**

How to submit your Project Evaluation and Financial Acquittal

After you have completed all mandatory sections of this form:

1. Select **Review and Submit**, under **Form Navigation**.
2. Select **Download PDF**
3. **Print** the PDF
4. Both authorised persons must **sign** the form. (the same person cannot sign this form twice) and
5. **Scan** and **upload** the completed form.
6. Select **Submit**

22-23 Grants SA Minor Round
2223 Minor Round Acquittal Form
Application No. 2223Minor1202 From The Food Centre Inc - DRAFT

Upload Signed Acquittal *

No files have been uploaded

Declaration

By submitting this Acquittal I declare that:

- > All information supplied within this acquittal form, its schedules and any accompanying documents is complete and accurate, and is not false or misleading in any way.
- > The Applicant Contact Person, Registered Public Officer and/or the Applicant Organisation have/will not partake in and have never committed and/or are being investigated for any fraud or dishonesty offences;
- > All information in the acquittal and its schedules is capable of substantiation.
- > I have made all necessary inquiries to satisfy myself that all expenses in this acquittal meet the eligibility requirements as outlined in my contract and the Grants SA Major Guidelines;
- > All documents that may be relevant to this acquittal will be made available (upon request) to The Department of Human Services (Grants SA); and
- > I am authorised to submit this grant acquittal and agree to submit this declaration on behalf of the applicant organisation.

I understand that:

- > Giving false or misleading information is a serious offence. It is a criminal offence to attempt to obtain a grant or increase the amount of a grant expenditure through deceit, false or misleading representation or other unlawful means;

Name: *

Mr James Chapman

Position: *

CEO

Date: *

24/07/2024
Must be a date

Sign here

Clause 6(1)

The signature section cannot be completed online.

Name: *

Mr Olexij Straschko

Position: *

Board Member

22-23 Grants SA Minor Round
2223 Minor Round Acquittal Form
Application No. 2223Minor1202 From The Food Centre Inc - DRAFT

Date: *

24/07/2024
Must be a date.

Clause 6(1)

Sign here:

The signature section cannot be completed online.



THE FOOD CENTRE

A not-for-profit community organisation

The Food Centre: Six-Month SSM Progress Report

Period: July 2024 – December 2024

The following report highlights The Food Centre's progress and activities over the past six months, building on our commitment to addressing food insecurity, supporting vulnerable populations, and strengthening our community impact.

Delivering the Social Supermarket Model

Over the reporting period, The Food Centre has continued to see strong engagement across its core services:

Service	Attendance (H1 2024/25)	Attendance (H1 2023/24)	Variance	% Change
SSM	11,948	14,788	-2,840	-19.2%
CAFÉ	10,250	10,097	+153	+1.5%
OP-SHOP	3,618	3,444	+174	+5.1%
TOTAL	25,816	28,329	-2,513	-8.9%

Whilst we have seen a decrease in overall attendances, the average spend per customer has increased from \$13.19 to \$16.48, which is a 24.9% increase. This represents the increasing value that customers place on the affordability and diversity of goods available through our Social Supermarket Model.

Pop-Up Supermarkets were held **35 times**, with a total of **276 attendances**. This demonstrates the importance of extending access to affordable and nutritious groceries across different locations.

Access to Nutritious and Affordable Food

Between July and December 2024, The Food Centre distributed the following:

- **Redistributed Bakery Products:** 66,871 kg
- **Free Fruit Distributed:** 2,300 kg
- **Free Vegetables Distributed:** 5,245 kg
- **Total KGs of Food Sold:** 35,459 kg
- **Total KGs of Food Distributed:** 109,875 kg
- **Estimated Meals (500g/meal):** 219,750 meals



THE FOOD CENTRE

A not-for-profit community organisation

EasyFeast™ Meal Packs

A total of **2,810 EasyFeast™ meal packs** were sold during this period, providing more than 11,240 nutritious and budget-friendly meals. Additionally, EasyFeast™ collection points have continued to further our reach at Morella Community Centre, Lefevre Community Stadium, and Jubilee Community Centre.

Emergency Relief and Financial Assistance

The Food Centre issued **\$1,080** in emergency relief vouchers to provide immediate support for vulnerable families and individuals.

Bread of Life Program

The partnership with Bread of Life Ministries, The Food Centre has provided **1,520 meals** to vulnerable community members over the reporting period. The total cost of providing these meals was **\$3,272.97**.

No-Interest Loans (NILS)

The Food Centre processed **51 approved NILs applications**, reflecting our commitment to financial empowerment and reducing financial strain on community members.

Conclusion

The past six months have demonstrated The Food Centre's commitment to providing essential services and supporting those facing food insecurity. While challenges remain, we are dedicated to refining our operations, fostering stronger connections with the community, and exploring new opportunities to expand our impact.

OFFICIAL



Project ID: 2425SI1267 | P287

Ms Catherine French
Finance Manager
The Food Centre Inc
5/580 Main North Road
GEPPS CROSS SA 5094
Email: catherine@thefoodcentre.com.au

ABN: 33 216 564 273

Dear Catherine French

Re: Grant Offer under Grants SA 2024-25 Social Impact Round One

I refer to your request for financial assistance for The Food Centre HyperHub and Cafe: Accessible Spaces, Stronger Connections ("Purpose").

I am pleased to offer you a grant of \$7,801 plus GST (if applicable) ('Grant') on behalf of the Minister for Human Services and Grants SA ("Government Party") to be expended between 01/01/2025 and 31/12/2025 ("Grant Period").

The purpose of the Grant is to supply furniture, equipment and fittings to renovate and increase the functionality of the HyperHub.

Total Project Budget Itemised: Renovation resources, acoustic panels, laptops, furniture, televisions and mounts, blinds

Project Budget Items may be varied by written agreement from both parties.

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

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

Please accept this offer by signing, via DocuSign, the Acknowledgement and Acceptance of Offer on the next page, and complete the following, Attachment 1 RCTI Agreement and Attachment 2 EFT Authorisation.

This offer may lapse if your acceptance is not received within 90 days of the date of this letter.

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

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

OFFICIAL

Yours sincerely

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

Caroline Lock


DIRECTOR, COMMUNITY AND PARTNERSHIPS

Date: 20-Dec-2024

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

ACKNOWLEDGEMENT & ACCEPTANCE OF OFFER
OF GRANT FOR THE FOOD CENTRE HYPERHUB AND CAFE: ACCESSIBLE SPACES, STRONGER
CONNECTIONS

I James Chapman
....., authorised officer, for and on behalf
of The Food Centre Inc (ABN:33 216 564 273) ("Recipient") acknowledge and accept the terms and
conditions specified in this Letter of Offer.

Signed by:
Signature: 
Print Full Name: James Chapman
Position/Office: Chief Executive Officer
Date: 30-Dec-2024

Attachment 1 – RCTI Agreement**Recipient Created Tax Invoice (RCTI) Agreement for:**

Organisations registered for GST

Organisations not registered for GST

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

Grant Recipient Name The Food Centre Inc
(Please state Agency name NOT Individual)

Grant Recipient ABN 33216564273

Signature  Signed by: **Clause 6(1)**
90E42F2117F64B3...

Name / Position of Signatory James Chapman Chief Executive officer

Date 30-Dec-2024

Office Use Only

Signed on behalf of DHS _____

Name / Position of Signatory _____

Date _____

**EFT Authorisation Form**

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

1. Vendor Details**Vendor Id****(OFFICE USE ONLY)*****ABN Name**

The food Centre Inc

***ABN number**

33216564273

***Address**

5/580 Main North Road

***City/Suburb**

Gepps Cross

***State**

South Australia

***Post Code**

5094

Fax No.***Phone No.**

0882627345

***Email**

admin@thefoodcentre.com.au

MAILING ADDRESS IF DIFFERENT**Address****City/Suburb****State****Post Code****Fax No.****Phone No.****Email****2. VENDOR INDEMNITY**

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

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

***Primary Officer
bearer name**

James Chapman

***Signature**

Signed by:

Clause 6(1)

***Title**

Chief Executive Officer

***Date**

30-Dec-2024

Contact Number

0882627345

Email

james@thefoodcentre.com.au

***Treasurer name**

Catherine French

***Signature**

Signed by:

Clause 6(1)

***Title**

Treasurer

***Date**

08-Jan-2025

Contact Number

0882627345

Email

catherine@thefoodcentre.com.au

3. BANK DETAILS

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

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

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

***Account Name**

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

Account Number

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

***Bank BSB**

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

***Bank Name**

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



Project ID: P217-V01

James Chapman
Chief Executive Officer
The Food Centre Inc.
5/580 Main North Road
Gepps Cross SA 5094

ABN: 33 216 564 273

Procurement and Quality Assurance
L8, Riverside Building
North Terrace
Adelaide SA 5000

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

Email: admin@thefoodcentre.com.au

Dear James,

Re: P217-C1 The Food Centre Social Supermarket and Food Security Agreement – Variation Letter

I refer to the agreement between the Minister for Human Services (**Government Party**) and The Food Centre Inc. (**NFP**) dated 8 September 2023, for the purpose of delivering the Social Supermarket Model and provide value for money in delivering affordable food relief to vulnerable communities as well as providing a dignified way for people to be connected to their community and be referred to other early intervention support services they need (**Agreement**).

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

1. **Attachment 1 – Agreement Details – Item 4 - Expiry Date:** To vary the expiry date for a period of three (3) years from the **1 July 2025** until the **30 June 2028**.
2. **Attachment 1 – Agreement Details – Item 11 – Block Funding and Payment Details:** To amend the Block Funding and Payment Details to include additional funding of \$368,482.80 GST Exclusive, bringing the total contract value to \$614,138 GST Exclusive for the term of the contract.
3. **Attachment 5 – Block Funding and Payment Details:** To amend the Block Funding and Payment Details to reflect the table below:

Financial Year	Quarter	Block Funding (GST Exc)
2023/24	1	Clause 7(1)(b), Clause 7(1)(c)
	2	
	3	
	4	
2024/25	1	Clause 7(1)(b), Clause 7(1)(c)
	2	
	3	
	4	
2025/26	1	Clause 7(1)(b), Clause 7(1)(c)
	2	
	3	

	4	Clause 7(1)(b), Clause 7(1)(c)
2026/27	1	Clause 7(1)(b), Clause 7(1)(c)
	2	
	3	
	4	
2027/28	1	Clause 7(1)(b), Clause 7(1)(c)
	2	
	3	
	4	
Total		\$614,138.00

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

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

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

Yours sincerely,

Clause 6(1)

.....

Sandy Pitcher
Chief Executive – Department of Human Services

03 / 02 / 2025

.....

Date

The Food Centre Inc. hereby agrees to vary its Agreement dated 8 September 2023 with the Government Party on the terms specified in this letter.

Signed for and on behalf of The Food Centre Inc.

DocuSigned by:

Clause 6(1)

1337CC88D7734BD.....

Name:

James Chapman

.....

Title:

04-Feb-2025

.....

Date:

Social Impact Round 1

Grants SA 2023-24 Social Impact Small Round 1 Acquittal Form

Application No. SI1154 From The Food Centre

Form Submitted 21 Mar 2025, 12:51PM ACDT

Project Evaluation and Financial Acquittal

What is the outcome your project achieved?

Project Evaluation and Financial Acquittal

Congratulations on completing your Grants SA Social Impact Small Round 1 funded project.

Important Information:

As part of your grant obligations, you are required to complete and submit a Project Evaluation and Financial Acquittal **within one month of the end date of your agreement**. It is important that you submit this report by the due date. Failure to do so may result in your organisation being ineligible for future funding through the Department of Human Services.

Please ensure that all funds are expended between 2 April 2024 and 1 April 2025. Unspent funds or funds not expended within these dates may need to be repaid to the Department of Human Services. You will be notified if this is the case, and if required, an invoice will be issued after the Department has processed this expenditure report.

Receipts for all items purchased with a one-off grant need to be submitted with your financial acquittal.

Summary of Project Details

Project Title

Building a HyperHub for Community Growth
This question is read only.

Acquittal Due Date

01/05/2025
This question is read only.

Total Amount Funded

\$9,104.00
This question is read only.

Project purpose

This question is read only.

Approved funded items

Hypercuby including delivery \$8377.40

Hisense C3.5kW H4kW Reverse Cycle Split System \$726.36

This question is read only.

Project Evaluation

*** indicates a required field**

What did you do?

Please describe the activities undertaken by your funded project.

Social Impact Round 1

Grants SA 2023-24 Social Impact Small Round 1 Acquittal Form

Application No. SI1154 From The Food Centre

Form Submitted 21 Mar 2025, 12:51PM ACDT

*

The project centred on the purchase and installation of a Hypercuby unit, a pre-fabricated structure, to establish a dedicated community space within The Food Centre. This involved careful planning and coordination for delivery and placement. We prioritised comfort by installing a Hisense reverse cycle air conditioner, creating a climate-controlled environment for year-round use. Ensuring a safe and functional space, we sourced and installed appropriate flooring to complete the area. Beyond these physical installations, we readied the HyperHub for immediate community use. This included setting up the space with furniture and resources, scheduling initial workshops and consultations, and establishing guidelines for its operation. We also worked with partner organisations, like The Good Shepherd and Anglicare to provide financial counselling and No Interest Loan Scheme appointments, integrating their services into the HyperHub's schedule. This ensured the space was not just built, but activated to foster community growth and wellbeing.

Must be no more than 300 words.

This could be either to improve an area of service or a facility or a community enhancement activity or initiative.

What was the outcome achieved by this funded project? *

The successful establishment of the HyperHub has created a vital, multifunctional community space, directly enhancing The Food Centre's capacity to support strong and inclusive communities. This dedicated area now hosts a range of activities, from essential No Interest Loan Scheme consultations to skill-building workshops and crucial board meetings. By providing a safe, accessible, and comfortable environment, the HyperHub significantly reduces barriers to participation, particularly for vulnerable individuals in the Northern and Western suburbs. It fosters inclusivity by offering a central location for diverse community groups to gather, collaborate, and access essential services. The space promotes social connection, combating isolation and fostering a sense of belonging. Furthermore, by facilitating workshops and consultations, the HyperHub directly advances social and emotional wellbeing. It provides opportunities for skill development, financial literacy, and access to support services, empowering individuals to improve their quality of life. The comfortable and welcoming atmosphere of the HyperHub creates a space where individuals feel valued and supported, contributing to improved mental and emotional health. Ultimately, this project has strengthened community resilience and enhanced the overall wellbeing of our target population.

Must be no more than 300 words.

How did this support the funding focus of strong and inclusive communities and /or advancing social and emotional wellbeing in the community?

How many people will directly benefit from this project within the first 12 months of completion? *

1500

Financial Acquittal

Grant Expenditure

All approved funded items that have been purchased must be listed in separate rows

Receipts must be attached as part of your budget submission.

Invoices with outstanding amounts owing or quotes will not be accepted.

- Exact amounts must be stated as appears on your receipts
- Receipts for ALL items must be attached

Social Impact Round 1

Grants SA 2023-24 Social Impact Small Round 1 Acquittal Form

Application No. SI1154 From The Food Centre

Form Submitted 21 Mar 2025, 12:51PM ACDT

GST registered organisations

- If you are registered for GST the amount recorded below **must** be GST exclusive

Wages

- For wages, a payroll print-out that includes the position title, Award, level, rate per hour, number of hours and length of employment must be attached

Expenditure	\$	Copy of receipt
Purchase of Hypercubby	Clause 7(1)(b), Clause 7(1)(c)	
AirConditioner		

Budget Totals

Value of Grant Funding

\$9,104.00

This number/amount is calculated.

Total Expenditure

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

This number/amount is calculated.

Funds remaining

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

This number/amount is calculated.

Variance Explanation (provide details to explain surplus funds remaining)

TFC added extra funds to ensure a safe and accessible space including customising the door for wheelchair access and extra lighting/windows

Must be no more than 150 characters.

Optional Photo Upload

Please attach any photos of publicity of your funded project:

Filename: thumbnail_IMG-0132.jpg

File size: 459.5 kB

A maximum of 3 files may be attached. By uploading these images the applicant confirms that they may be used by Grants SA for promotion of its grants and programs.

Declaration and Submission

*** indicates a required field**

How to submit your Project Evaluation and Financial Acquittal

Social Impact Round 1

Grants SA 2023-24 Social Impact Small Round 1 Acquittal Form

Application No. SI1154 From The Food Centre

Form Submitted 21 Mar 2025, 12:51PM ACDT

After you have completed all mandatory sections of this form:

1. Select **Review and Submit**, under **Form Navigation**.
2. Select **Download PDF**
3. **Print** the PDF
4. Both authorised persons must **sign** the form. (the same person cannot sign this form twice) and
5. **Scan** and **upload** the completed form.
6. Select **Submit**

Upload Signed Acquittal

*

Filename: 3133_001.pdf

File size: 296.2 kB

Declaration

By submitting this Acquittal I declare that:

- > All information supplied within this acquittal form, its schedules and any accompanying documents is complete and accurate, and is not false or misleading in any way.
- > The Applicant Contact Person, Registered Public Officer and/or the Applicant Organisation have/will not partake in and have never committed and/or are being investigated for any fraud or dishonesty offences;
- > All information in the acquittal and its schedules is capable of substantiation.
- > I have made all necessary inquiries to satisfy myself that all expenses in this acquittal meet the eligibility requirements as outlined in my contract and the Grants SA round Guidelines;
- > All documents that may be relevant to this acquittal will be made available (upon request) to The Department of Human Services (Grants SA); and
- > I am authorised to submit this grant acquittal and agree to submit this declaration on behalf of the applicant organisation.

I understand that:

- > Giving false or misleading information is a serious offence. It is a criminal offence to attempt to obtain a grant or increase the amount of a grant expenditure through deceit, false or misleading representation or other unlawful means;

Name: *

Mr James Chapman

Position: *

CEO

Date: *

21/03/2025

Must be a date.

Sign here:

Social Impact Round 1

Grants SA 2023-24 Social Impact Small Round 1 Acquittal Form

Application No. SI1154 From The Food Centre

Form Submitted 21 Mar 2025, 12:51PM ACDT

The signature section cannot be completed online.

Name: *

Mr Olexij Straschko

Position: *

Project Coordinator

Date: *

21/03/2025

Must be a date.

Sign here:

The signature section cannot be completed online.

Social Impact Round 1

Grants SA 2023-24 Social Impact Small Round 1 Acquittal Form

Application No. SI1154 From The Food Centre - DRAFT

Project Evaluation and Financial Acquittal

What is the outcome your project achieved?

Project Evaluation and Financial Acquittal

Congratulations on completing your Grants SA Social Impact Small Round 1 funded project.

Important Information:

As part of your grant obligations, you are required to complete and submit a Project Evaluation and Financial Acquittal **within one month of the end date of your agreement**. It is important that you submit this report by the due date. Failure to do so may result in your organisation being ineligible for future funding through the Department of Human Services.

Please ensure that all funds are expended between 2 April 2024 and 1 April 2025. Unspent funds or funds not expended within these dates may need to be repaid to the Department of Human Services. You will be notified if this is the case, and if required, an invoice will be issued after the Department has processed this expenditure report.

Receipts for all items purchased with a one-off grant need to be submitted with your financial acquittal.

Summary of Project Details

Project Title

Building a HyperHub for Community Growth
This question is read only.

Acquittal Due Date

01/05/2025
This question is read only.

Total Amount Funded

\$9,104.00
This question is read only.

Project purpose

This question is read only.

Approved funded items

Hypercuby including delivery \$8377.40
Hisense C3.5kW H4kW Reverse Cycle Split System \$726.36
This question is read only.

Project Evaluation

*** indicates a required field**

What did you do?

Please describe the activities undertaken by your funded project.

Social Impact Round 1

Grants SA 2023-24 Social Impact Small Round 1 Acquittal Form Application No. SI1154 From The Food Centre - DRAFT

*

The project centred on the purchase and installation of a Hypercuby unit, a pre-fabricated structure, to establish a dedicated community space within The Food Centre. This involved careful planning and coordination for delivery and placement. We prioritised comfort by installing a Hisense reverse cycle air conditioner, creating a climate-controlled environment for year-round use. Ensuring a safe and functional space, we sourced and installed appropriate flooring to complete the area. Beyond these physical installations, we readied the HyperHub for immediate community use. This included setting up the space with furniture and resources, scheduling initial workshops and consultations, and establishing guidelines for its operation. We also worked with partner organisations, like The Good Shepherd and Anglicare to provide financial counselling and No Interest Loan Scheme appointments, integrating their services into the HyperHub's schedule. This ensured the space was not just built, but activated to foster community growth and wellbeing.

Must be no more than 300 words.

This could be either to improve an area of service or a facility or a community enhancement activity or initiative.

What was the outcome achieved by this funded project? *

The successful establishment of the HyperHub has created a vital, multifunctional community space, directly enhancing The Food Centre's capacity to support strong and inclusive communities. This dedicated area now hosts a range of activities, from essential No Interest Loan Scheme consultations to skill-building workshops and crucial board meetings. By providing a safe, accessible, and comfortable environment, the HyperHub significantly reduces barriers to participation, particularly for vulnerable individuals in the Northern and Western suburbs. It fosters inclusivity by offering a central location for diverse community groups to gather, collaborate, and access essential services. The space promotes social connection, combating isolation and fostering a sense of belonging. Furthermore, by facilitating workshops and consultations, the HyperHub directly advances social and emotional wellbeing. It provides opportunities for skill development, financial literacy, and access to support services, empowering individuals to improve their quality of life. The comfortable and welcoming atmosphere of the HyperHub creates a space where individuals feel valued and supported, contributing to improved mental and emotional health. Ultimately, this project has strengthened community resilience and enhanced the overall wellbeing of our target population.

Must be no more than 300 words.

How did this support the funding focus of strong and inclusive communities and /or advancing social and emotional wellbeing in the community?

How many people will directly benefit from this project within the first 12 months of completion? *

1500

Financial Acquittal

Grant Expenditure

All approved funded items that have been purchased must be listed in separate rows

Receipts must be attached as part of your budget submission.

Invoices with outstanding amounts owing or quotes will not be accepted.

- Exact amounts must be stated as appears on your receipts
- Receipts for ALL items must be attached

Social Impact Round 1

Grants SA 2023-24 Social Impact Small Round 1 Acquittal Form

Application No. SI1154 From The Food Centre - DRAFT

GST registered organisations

- If you are registered for GST the amount recorded below **must** be GST exclusive

Wages

- For wages, a payroll print-out that includes the position title, Award, level, rate per hour, number of hours and length of employment must be attached

Expenditure	\$	Copy of receipt
Purchase of Hypercubby	Clause 7(1)(b), Clause 7(1)(c)	
AirConditioner		

Budget Totals

Value of Grant Funding	Total Expenditure	Funds remaining
\$9,104.00	Clause 7(1)(b), Clause 7(1)(c)	Clause 7(1)(b), Clause 7(1)(c)
This number/amount is calculated.	This number/amount is calculated.	This number/amount is calculated.

Variance Explanation (provide details to explain surplus funds remaining)

TFC added extra funds to ensure a safe and accessible space including customising the door for wheelchair access and extra lighting/windows

Must be no more than 150 characters.

Optional Photo Upload

Please attach any photos of publicity of your funded project:

Filename: thumbnail_IMG-0132.jpg

File size: 459.5 kB

A maximum of 3 files may be attached. By uploading these images the applicant confirms that they may be used by Grants SA for promotion of its grants and programs.

Declaration and Submission

*** indicates a required field**

How to submit your Project Evaluation and Financial Acquittal

Social Impact Round 1
Grants SA 2023-24 Social Impact Small Round 1 Acquittal Form
Application No. SI1154 From The Food Centre - DRAFT

After you have completed all mandatory sections of this form:

1. Select **Review and Submit**, under **Form Navigation**.
2. Select **Download PDF**
3. **Print** the PDF
4. Both authorised persons must **sign** the form. (the same person cannot sign this form twice) and
5. **Scan** and **upload** the completed form.
6. Select **Submit**

Upload Signed Acquittal

*

No files have been uploaded

Declaration

By submitting this Acquittal I declare that:

- › All information supplied within this acquittal form, its schedules and any accompanying documents is complete and accurate, and is not false or misleading in any way.
- › The Applicant Contact Person, Registered Public Officer and/or the Applicant Organisation have/will not partake in and have never committed and/or are being investigated for any fraud or dishonesty offences;
- › All information in the acquittal and its schedules is capable of substantiation.
- › I have made all necessary inquiries to satisfy myself that all expenses in this acquittal meet the eligibility requirements as outlined in my contract and the Grants SA round Guidelines;
- › All documents that may be relevant to this acquittal will be made available (upon request) to The Department of Human Services (Grants SA); and
- › I am authorised to submit this grant acquittal and agree to submit this declaration on behalf of the applicant organisation.

I understand that:

- › Giving false or misleading information is a serious offence. It is a criminal offence to attempt to obtain a grant or increase the amount of a grant expenditure through deceit, false or misleading representation or other unlawful means;

Name: *

Mr James Chapman

Position: *

CEO

Date: *

21/03/2025
Must be a date.

Sign here:

Social Impact Round 1
Grants SA 2023-24 Social Impact Small Round 1 Acquittal Form
Application No. SI1154 From The Food Centre - DRAFT

Clause 6(1)

The signature section cannot be completed online.

Name: *

Mr Olexij Straschko

Position: *

Project Coordinator

Date: *

21/03/2025
Must be a date.

Clause 6(1)

Sign here:

The signature section cannot be completed online.