

# DFAT Funding Agreement



Australian Government



Australia-  
China  
Council

## DFAT Funding Deed

Between:

**Commonwealth of Australia**, represented by the Australia-China Council which is part of the Department of Foreign Affairs and Trade (ABN 47 065 634 525), RG Casey Building, John McEwen Crescent, Barton ACT 0221 (“**DFAT**”)

and

**[insert Funding Recipient's name]** (ABN **[insert ABN]**) of **[insert address]** (“**Funding Recipient**”)

**Recitals:**

- 
- A** The aim of the Project is to **[insert aim]**
  - B** The Funding Recipient will conduct the Project.
  - C** DFAT has agreed to fund the Project on the terms and conditions set out in this agreement.

# DFAT Funding Agreement

## General terms

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### 1 Commencement

This agreement commences on the date this agreement is signed by the parties, or if signed on separate days, the date of last signature (“**Commencement Date**”).

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### 1 Funding

#### 1.1 DFAT Funding

DFAT will provide the Funding Recipient with the Funding at the times and in the manner specified in Schedule 2, subject to:

- (a) DFAT continuing to have sufficient funding allocated to the Project in its own internal budget;
- (b) there being no unremedied breach of this agreement by the Funding Recipient; and
- (c) DFAT being satisfied with the Funding Recipient’s performance of the Project.
- (d) The Funding being personal to the Funding Recipient and not for use for any other purpose except for the Project or for anyone else’s benefit without DFAT’s prior written approval.

#### 1.2 Withholding Funding and Repayment

Without limiting DFAT’s rights, DFAT may withhold or suspend any payment in whole or in part if DFAT considers the terms and conditions of this deed have not been met.

DFAT may require the Recipient at any time to repay all or part of the Funding if the Recipient is in breach of this agreement or if any statements made in the Application are incorrect, incomplete, false or misleading.

#### 1.3 Other Contributions

The Funding Recipient must obtain contributions from other sources in the amounts set out in Schedule 1 and shown as ‘Other Contributions (money)’ and ‘Other Contributions (in-kind)’ (if any). The Funding Recipient must notify DFAT of any alternative or additional source of financial support in respect of the Project, whether the additional funding has become available before or after the parties signed this agreement.

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## 1.4 Taxes, duties and GST

The Funding Recipient agrees to pay or reimburse DFAT on demand for all taxes, duties (including stamp duty) and government charges imposed or levied in connection with this agreement (other than GST).

Unless otherwise indicated, all consideration for any supply under this agreement is [inclusive/exclusive] of any GST imposed on the supply.

The Funds paid by DFAT are [inclusive/exclusive] of GST.

**Note to Drafters:** Where the funding recipient is based in Australia, use “inclusive”. Where the funding recipient is based outside of Australia, use “exclusive”.

The Funding Recipient must provide DFAT with a valid tax invoice prior to payment of the Funds.

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## 2 Funding Recipient’s obligations

### 2.1 Project Obligations

The Funding Recipient must (and where appropriate, ensure that the Funding Recipient’s personnel):

- (a) **applicable law:** comply with all applicable law;
- (b) **performance standards:** carry out the Project within the Project Period, in accordance with this agreement, with due care and skill, to a high professional standard and in a timely manner;
- (c) **project account:** establish a Project Account and ensure that the Funds are held in the Project Account (details of which must be notified to DFAT within five (5) Business Days of the Commencement Date) at all times prior to expenditure of the Funds according to this agreement;

**Note to Drafters:** this section may be deleted if required.

- (d) **expenditure only for Project:** only expend the Funding for the Project in accordance with the Budget. Where DFAT has agreed to provide the Funding for a component of a larger project, the Funding shall not be transferred to other aspects of the larger project, other than with the prior written agreement of DFAT. For avoidance of doubt, the Funding shall not be used to purchase an asset;
- (e) **records:** keep full and accurate Records of the conduct of the Project, including progress against the Phases, the receipt and use of Funding and Other Contributions (if any) and the creation of Project Material. These Records must be retained by the Funding Recipient for a period of no less than 5 years after the end of the Project Period;

# DFAT Funding Agreement

- (f) **financial and accounting records:** keep financial and accounting records relating to the Project so as to enable all income and expenditure related to the Project to be separately identified in the Funding Recipient's accounts. This obligation continues until 5 years after termination or expiry of this agreement;
- (g) **reports:** give DFAT the Reports and any other information (including access to the Funding Recipient's financial records relating to the Project) or reports reasonably requested by DFAT;
- (h) **meetings:** attend meetings with DFAT to discuss the Project when required;
- (i) **notify change in status:** immediately inform DFAT of any change in the Funding Recipient's status or circumstances that may affect the Funding Recipient's ability to undertake the Project or to comply with this agreement; and
- (j) **repayment of funds:** if, at any time during the Term of this agreement or on expiry or termination of this agreement, there remains an amount of Funding that has not been expended in accordance with this agreement or not acquitted to DFAT's satisfaction, then this amount must be refunded by the Funding Recipient to DFAT within twenty (20) Business Days of a written notice from DFAT, or dealt with as directed in writing by DFAT. Any amount owed to DFAT under this paragraph will be recoverable as a debt due to DFAT without further proof of the debt being necessary.

## 2.2 General obligations

The Funding Recipient must (and where appropriate, ensure that the Funding Recipient's personnel):

- (a) **policies, procedures, directions:** comply with DFAT's practices, policies, codes of conduct, procedures and reasonable directions, as notified by DFAT from time to time;
- (b) **Auditor-General and Privacy Commissioner:** do all things necessary to ensure that DFAT is able to comply with any lawful request of the Auditor-General and the Privacy Commissioner relating to this agreement, including allowing the Auditor-General and the Privacy Commissioner to inspect, copy or remove documents, and to access the Funding Recipient's premises;
- (c) **insurance:** take out and maintain throughout the Term the insurances specified in Schedule 2 and provide DFAT with evidence of the currency and amount of cover under those policies, promptly on request;
- (d) **confidential information:** not use or disclose (directly or indirectly) any of DFAT's confidential information except for the purposes of this agreement, with DFAT's consent or where required to do so by law;

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- (e) **privacy:** in respect of Personal Information held by the Funding Recipient in connection with this agreement:
  - (i) comply with the public-sector Information Privacy Principles in the *Privacy Act 1988* and any other applicable legislation regarding privacy; and
  - (ii) use that information only for the purposes of this agreement, and disclose that information only as permitted by DFAT; and
- (f) **moral rights consent:** not enforce, and use reasonable endeavours to obtain from each author their agreement that they not enforce, any moral rights in the Project Material; and
- (g) **no subcontracting:** not, without the prior approval of DFAT, subcontract the performance of any obligations under this agreement or the Project. DFAT may revoke its approval of a subcontractor on reasonable grounds.

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## 3 Intellectual Property

Subject to this clause 4, as between DFAT and the Funding Recipient (but without affecting the position between the Funding Recipient and a third party) intellectual property rights in Project Material vest in the Funding Recipient on their creation.

The Funding Recipient grants DFAT a permanent, irrevocable, transferable, free, world wide, non-exclusive licence (including a right to sub-license) to use, reproduce, adapt and exploit the intellectual property rights in Project Material for any purpose other than commercial exploitation.

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## 4 Acknowledgements, warranties and indemnities

### 4.1 Acknowledgements

The Funding Recipient acknowledges that:

- (a) **no employment, agency etc:** the Funding Recipient is not an employee, agent, partner or joint venturer of DFAT; and
- (b) **confidentiality:** subject to the *Privacy Act 1988*, DFAT is under no obligation to keep any of the Funding Recipient's information confidential, and may be required to provide information in relation to the Funding or this agreement, as required by the operation of any law, judicial or parliamentary body or governmental agency.

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## 4.2 Warranties

The Funding Recipient represents and warrants that:

- (a) **its funding application:** all statements made in its application for Funding were, when made, and remain, correct, complete and not false or misleading in any way; and
- (b) **no conflict:** at the Commencement Date, no conflict of interest exists or is likely to arise in the delivery of the Project. The Funding Recipient will immediately inform DFAT if it becomes aware that such a conflict exists or is likely to arise during the Term.

## 4.3 Indemnity

The Funding Recipient indemnifies DFAT (including DFAT's officers, employees and agents) against any loss or liability incurred by DFAT, including legal costs, arising from or in connection with any act or omission of the Funding Recipient or the Funding Recipient's personnel under or in connection with this agreement.

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## 5 Termination

### 5.1 Termination rights

DFAT may terminate this agreement by giving written notice to the Funding Recipient if the Funding Recipient is in breach of this agreement or becomes Insolvent. No compensation is payable by DFAT for termination under this clause.

### 5.2 Termination for convenience

In addition to its rights set out in clause 6.1, DFAT may, at any time and at DFAT's absolute discretion, terminate this agreement by written notice to the Funding Recipient. The Funding Recipient must take reasonable steps to mitigate any loss resulting from termination under this clause. DFAT is only liable for reasonable costs incurred by the Funding Recipient and directly attributable to the termination.

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## 6 Acknowledgment and publicity

### 6.1 Funding Recipient's obligations

The Funding Recipient must, in any publicity in relation to the Project approved by DFAT under clause 7.1(a), acknowledge the financial and other support provided by DFAT, in the manner set out in Schedule 1 or otherwise approved by DFAT prior to its use.

### 6.2 DFAT's rights

DFAT reserves the right to publicise, undertake promotional activities relating to, and report on the awarding of Funding to the Funding Recipient and the Funding Recipient's carrying out of the Project.

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This clause 7 continues to apply for a period of 5 years from the date of expiry or earlier termination of this agreement.

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## 7 General

- (a) **indemnities:** the indemnities in this agreement are independent from the Funding Recipient's other obligations under this agreement and continue after this agreement ends;
- (b) **assignment:** the Funding Recipient must not assign or novate its rights or obligations under this agreement without the prior written approval of DFAT; and
- (c) **governing law:** this agreement is governed by the law in force in the Australian Capital Territory **[Note to Drafters: For recipients who reside outside of Australia, insert the following clause "except in relation to insurance which is governed by the law of <insert name of country where recipient resides>"]**. Each party submits to the non-exclusive jurisdiction of the courts of that territory in respect of all matters arising under, or in relation to this agreement.

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## 8 Definitions and Interpretation

### 8.1 Definitions

In this agreement, unless the contrary intention appears:

**Budget** refers to the budget set out in Schedule 1;

**Business Day** means in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;

**Completion Date** means the day after the Funding Recipient has done all that the Funding Recipient is required to do under this agreement to the satisfaction of DFAT;

**Existing Material** means all material in existence prior to the Commencement Date:

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

the Project Material;

**Funding or Funds** means:

- (a) the amount or amounts (in cash or kind) payable under this agreement by DFAT to the Funding Recipient as specified in Schedule 1 as "DFAT Funding"; and

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- (b) where referring to the Funding Recipient's use of, reporting, or acquittal of funds, includes any interest earned on those funds;

**Funding Recipient** and **Funding Recipient's personnel** includes the Funding Recipient's officers, employees, volunteers, agents and subcontractors.

**GST** has the meaning as given in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*;

**Insolvent** means being an insolvent under administration or insolvent (each as defined in the *Corporations Act 2001*), or being in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment, or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or being otherwise unable to pay debts when they fall due or having something with the same or a similar effect happen under the laws of any jurisdiction.

**Other Contributions** means financial or in-kind resources (with in-kind resources valued at market rates) for the Project, other than the Funding;

**Phase** means a stage of completion of the Project identified as a phase in Schedule 2;

**Project** means the project and related activities described in Schedule 2;

**Project Account** means a separate account which must be established and used solely for the purposes of carrying out the Project, in the Funding Recipient's name and which the Funding Recipient solely controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* to carry on banking business in Australia. The account must require two signatures for its operation;

**Project Material** means any material brought into existence as part of, or for the purpose of, the Project;

**Project Period** means the period specified in Schedule 2 during which the Project must be completed;

**Receiver** includes a receiver or receiver and manager.

**Records** include documents, receipts, ledgers, invoices, information and data stored by any means and all copies and extracts of the same;

**Reports** has the meaning given in Schedule 2; and

**Term** means the period from the Commencement Date to the Completion Date.

## 8.2 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement.

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## 8.3 Interpretation

In this agreement, unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing persons include a partnership and a body whether corporate or otherwise;
- (c) all references to dollars are to Australian dollars and this agreement uses Australian currency; and
- (d) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended.

## 8.4 Inconsistency

If there is any inconsistency between:

- (a) the body of this agreement and a Schedule, the body of this agreement prevails to the extent of the inconsistency;
- (b) between Schedules, the Project Details (Schedule 2) will prevail to the extent of the inconsistency;
- (c) the contents of a Schedule, the body of the Schedule will take priority over any sub-documents. The sub-documents have equal status.

**EXECUTED** as a Deed.



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## SCHEDULE 1 - BUDGET AND PROMOTIONAL MATERIAL

### 1 Approved Budget

- 1.1 The Funding Recipient must use the Funds only in accordance with the Budget, which is set out in the table below:

| Budget Item (categories of expenditure) | DFAT Funding | Other Contributions (money) | Other Contributions (in-kind) | Source of Other Contributions | Total |
|---|--------------|-----------------------------|-------------------------------|-------------------------------|-------|
|   |              |                             |                               |                               |       |
|   |              |                             |                               |                               |       |
| <b>[Insert other if required]</b>       |              |                             |                               |                               |       |
| <b>Total</b>                            |              |                             |                               |                               |       |

**Note to Drafters:** you should request the funding recipient to complete this table as part of their application for funding. Alternatively, you may use the budget document provided by the funding recipient (in which case you can delete this table and replace it with the budget provided by the funding recipient).

- 1.2 Unless otherwise agreed by DFAT, the Funds will be payable twenty (20) Business Days before the Commencement Date of the Project.
- 1.3 The Funding Recipient may transfer up to 10% only of the total Funds between the categories of expenditure, without DFAT's approval.
- 1.4 The Funding Recipient must report the transfer of all Funds between categories, whether made under the preceding subclause 1.2 or with the approval of DFAT, in its acquittal report that it provides to DFAT.
- 1.5 All Funds must be fully acquitted within twelve months of the Commencement Date of this Agreement. All unspent funding must be returned to DFAT within twenty (20) business days from the date of completion of the project or within twelve months from the Commencement Date of this Agreement, whichever occurs first.

### 2 Promotional Material

- 2.1 The Funding Recipient must acknowledge the support of the Australia-China Council in all publicity material prepared in relation to the Project, including in all print and electronic acknowledgements and public statements media. The following acknowledgment is to be used:  
“The **[insert name of Project]** is supported by the Commonwealth through the Australia-China Council which is part of the Department of Foreign Affairs and Trade”.
- 2.2 The Australia-China Council's logo, set out below, should be used in all printed or electronic acknowledgements and public statements, where appropriate. Use of the logo must be approved

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by the Australia-China Council. The logo can be downloaded from the Australia-China Council's website. The address is [http://www.dfat.gov.au/acc/acc\\_downloads.html](http://www.dfat.gov.au/acc/acc_downloads.html).



- 2.3 If the Project involves performances or exhibitions in **[insert relevant country(ies)]**, the Funding Recipient is required to list their event on OzARts Online. Four dates, a basic description of the event/s and a low-resolution digital image should be sent to the editor at [editor@ozarts.com.au](mailto:editor@ozarts.com.au). The description should acknowledge the Funding by the Australia-China Council and should also ask that the Australia-China Council's logo is displayed in the listing. Additional photographs and other material such as media releases may also be submitted.
- 2.4 Where the Recipient has policies on treatment of sponsors and funding providers that might impinge on their ability to comply fully with the provisions in this clause 6, that policy must be made known to DFAT before the Funding is provided.
- 2.5 DFAT or Australia-China Council may publish the name of the Recipient (including personal information as defined by the *Privacy Act 1998*) and the amount and purpose of the Funding on its website and in its annual report and share such information with other Commonwealth government departments. The Recipient by executing this agreement consents to the publication and sharing of these details (including personal information).

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## SCHEDULE 2 - PROJECT DETAILS

### 1. Representatives

1.1 The primary point of contact for DFAT is the person occupying the position of *[Insert title]*, currently being:

*[Insert name of contact, address, telephone, fax number, email address]*

1.2 The primary point of contact for the Funding Recipient will be:

*[Insert name of contact, position, address, telephone, fax number, email address]*

### 2. The Project

2.1 The 'Goal', or primary purpose, of this agreement is to

*[Insert purpose of the Project]*.

### 3. Objectives

3.1 The Project's objectives are as follows:

*[Insert Project objectives]*

### 4. Project Period

4.1 The Project shall commence on *[insert date]* and end on *[insert date]* or on earlier completion of the Project.

### 5. Activities

5.1 In pursuit of the above objectives and within the Project Period, the Funding Recipient will undertake the following activities:

(a) *[insert the activities for the project]*

(b) *[insert the activities for the project]*

(c) *[insert the activities for the project]*

### 6. Project Phases / Milestones

**Note for Drafters:** *This section may be deleted if required*

6.1 The Phases / Milestones for the Project are as follows:

| Phase / Milestone | Description of Phase                                      | Expected Outcomes | Date for Completion |
|-------------------|---|-------------------|---------------------|
| 1                 | <i>Insert details as applicable and rows as necessary</i> |                   |                     |

|   |  |  |  |
|---|--|--|--|
| 2 |  |  |  |
|---|--|--|--|

## 7. Funding Schedule

7.1 Subject to DFAT being satisfied that the Funding Recipient has achieved the relevant milestones and subject to the terms of the agreement, the Funding Recipient will receive the following funds on or about the dates specified in the table:

| Payment No. | Amount AUD  | Date for Payment     |
|-------------|---|----------------------|
| 1           | <i>[Insert amounts as applicable and rows as necessary]</i> | <i>[insert date]</i> |
| 2           |   |                      |

## 8. Insurance

8.1 The Funding Recipient is required to take out and maintain insurance as specified below:

| No. | Amount AUD                                     | Category  |
|-----|--|---|
| 1   | \$10 million per event, unlimited in aggregate | Public liability insurance                        |
| 2   | As required by law                             | Workers' compensation insurance                   |
| 3   | <i>[insert additional amounts if required]</i> | <i>[insert additional categories if required]</i> |

## 9. Key Performance Indicators

9.1 The Funding Recipient's key performance indicators are:

| No | Funding Recipient obligation                              | Performance Indicator                 |
|----|---|---------------------------------------|
| 1  | <i>[insert details of Funding Recipient's obligation]</i> | <i>[insert performance indicator]</i> |
| 2  |   |                                       |

## 10. Reports

10.1 The Funding Recipient is to provide the following Reports to DFAT on the date specified:

**Note to Drafters:** You may delete the progress reports if required. A Final Report and Acquittal Form is mandatory.

| Report Type                      | Indicative Content   | Due Date            |
|----------------------------------|--|---------------------|
| <b>Progress Report # 1</b>       | A summary of the following information for the reporting period: <ul style="list-style-type: none"><li>• [...insert details...]</li></ul>        | [...insert date...] |
| <b>Progress Report # 2</b>       | A summary of the following information for the reporting period: <ul style="list-style-type: none"><li>• [...insert details...]</li></ul>        | [...insert date...] |
| <b>Final Report</b>              | The Funding Recipient must complete and provide to DFAT a final report and acquittal form in the format located at Annexure A to this Schedule 2 | [...insert date...] |
| <b>Other Reports as required</b> | [...insert details...]   | [...insert date...] |

# Annexure A to Schedule 2

|  |  |
|--|--|
| <br>Australian Government                                   | <br>Australia-China Council |
| <div style="background-color: yellow; display: inline-block; padding: 2px 5px;">[Insert Project Title]</div> — Final Report & Acquittal Form |  |

This acquittal report is due within 30 days of project completion for grants of \$20,000 or less (excluding GST) and within 60 days of project completion for grants of more than \$20,000 (excluding GST). Please ensure you complete all sections and requirements of the acquittal form and seek prior approval from the ACC Secretariat if your report is going to be late.

| 1.1 NAME (MANDATORY)                             |   |
|--|---|
| Name of Applicant(s):                            | <input style="width: 95%;" type="text"/>  |
| Main Contact Person                              |   |
| Title:   | <input type="checkbox"/> Mr <input type="checkbox"/> Ms <input type="checkbox"/> Other (please specify) |
| Given names:                                     | <input style="width: 95%;" type="text"/>  |
| Family name:                                     | <input style="width: 95%;" type="text"/>  |
| Name of your organisation/group (if applicable): | <input style="width: 95%;" type="text"/>  |
| <span style="float: right;">▶ Go to 1.2</span>   |   |

| 1.2 CONTACT DETAILS (MANDATORY)                |   |
|--|---|
| Street address:                                | <input style="width: 95%;" type="text"/>  |
| Suburb/Town:                                   | <input style="width: 45%;" type="text"/> State: <input style="width: 20%;" type="text"/> Postcode: <input style="width: 35%;" type="text"/>   |
| Postal address:                                | <input style="width: 95%;" type="text"/>  |
|  | (if the same as your street address, write 'as above')  |
| Suburb/Town:                                   | <input style="width: 45%;" type="text"/> State: <input style="width: 20%;" type="text"/> Postcode: <input style="width: 35%;" type="text"/>   |
| Contact Numbers:                               | Work: (    ) <input style="width: 15%;" type="text"/> Home: (    ) <input style="width: 15%;" type="text"/> Fax: (    ) <input style="width: 15%;" type="text"/> Mobile: <input style="width: 20%;" type="text"/> |
|  | Email: <input style="width: 45%;" type="text"/> Website address: <input style="width: 45%;" type="text"/>   |
| <span style="float: right;">▶ Go to 1.3</span> |   |

| 1.3 SUMMARY INFORMATION (MANDATORY)                     |          |                 |                      |          |
|---|----------|-----------------|----------------------|----------|
| Project Title: <input style="width: 95%;" type="text"/> |          |                 |                      |          |
| Funding Amount received:                                | (AUD) \$ | (excluding GST) | GST amount provided: | (AUD) \$ |
| What date was ACC funding received?                     | /        | /               | /                    | /        |
| What was the start date for this project?               | /        | /               | /                    | /        |
| What was the end date for this project?                 | /        | /               | /                    | /        |

## 1.4 PROJECT INFORMATION (MANDATORY)

(maximum three pages – for this section)

1. Briefly describe your project (including the key activities undertaken and who was involved in their execution):

2. Were there any substantial changes to the project as described in your application? If so, did you seek ACC approval? Please provide details.

3. What were the principal aims and/or objectives of the project? (Reference should be made to those identified in section 1.4, Q6 of your ACC grant application.)

4. Were the aims/objectives achieved? How were they achieved?

5. Would you consider the project was a success? Please explain. (Reference should be made to the criteria you identified for judging the success of your project in Section 1.4, Q8 of your ACC grant application.)

6. What difficulties, if any, were experienced in the execution of the project?

7. What, if any, publicity was used to promote the project? (Samples of promotional materials showing acknowledgement of the ACC's support must be attached).

8. Please describe the level and nature of media interest in your project.

9. Please provide details of participation numbers, for example audience numbers, workshop participants and of any VIPs present (if applicable).

10. Please provide an overview of any formal and informal feedback from presenters, workshop / lecture participants and other project partners on the project (if applicable).

11. What, if any, future activities are expected to arise from the completed project?

12. Additional Comments (if applicable)

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## 1.5 PROJECT BUDGET (MANDATORY)

### Budget Template (maximum two pages)

**Please note:**

- List all actual income and expenditure items under the headings given (some of the items below may not be relevant to your project).
- Please ensure that the totals of your income and expenditure are exactly equal.
- Indicate all **expenditure items** covered by this grant with an asterisk (\*).
- Any ACC funds that have not been expended in accordance with the agreed project and funding conditions are to be reported to the ACC Secretariat and refunded to the Council.
- You may substitute your own budget page but it must conform to the format below.

### CERTIFICATION OF FINANCIAL STATEMENTS

**I, the undersigned, certify that:**

- The following financial statements are in agreement with the relevant accounts and records and have been prepared in compliance with Australian Accounting Standards to present fairly the financial transactions in relation to the particular Grant received from DFAT.

Signature:  \_\_\_\_\_ Date:        /        /

Name in full: \_\_\_\_\_

Position title/company: \_\_\_\_\_

| Actual Income   | AUD\$     |
|-----------------|-----------|
| Earned income   | \$        |
|                 | \$        |
|                 | \$        |
|                 | \$        |
|                 | \$        |
|                 | \$        |
|                 | \$        |
| <b>Subtotal</b> | <b>\$</b> |

| Actual Expenditure                      | 8.5 AUD\$ |
|---|-----------|
| (i) Salaries and fees                   | \$        |
| Key personnel (please itemise)          | \$        |
| Marketing and publicity personnel       | \$        |
| Administrative and management personnel | \$        |
| Agent's fee/commission                  | \$        |
| Other (please itemise)                  | \$        |
|   | \$        |
| <b>Subtotal</b>                         | <b>\$</b> |

(i)

| Grants   |           |
|--|-----------|
| Australian Federal Government (please itemise) | \$        |
|  | \$        |
| Australian State Government (please itemise)   | \$        |
|  | \$        |
| Australian Local Government (please itemise)   | \$        |
|  | \$        |
|  | \$        |
| Other Governments (please itemise)             | \$        |
|  | \$        |
| <b>Subtotal</b>                                | <b>\$</b> |

| (ii) Travel Costs  |           |
|--|-----------|
| Airfares ( ___ persons x ___ ticket cost)                    | \$        |
| Other fares  | \$        |
| Accommodation  | \$        |
| Meals  | \$        |
| Travel allowance<br>( ___ per diem x ___ persons x ___ days) | \$        |
| Taxis  | \$        |
| Car Hire   | \$        |
| Other (please itemise)                                       | \$        |
|  | \$        |
| <b>Subtotal</b>  | <b>\$</b> |

|                  |  |
|------------------|--|
| Own contribution |  |
|------------------|--|

|                               |  |
|-------------------------------|--|
| Overhead/administrative costs |  |
|-------------------------------|--|

|                          |           |
|--------------------------|-----------|
| In Kind (please itemise) | \$        |
|                          | \$        |
|                          | \$        |
| Other (please itemise)   | \$        |
|                          | \$        |
|                          | \$        |
|                          | \$        |
| <b>Subtotal</b>          | <b>\$</b> |

|                         |           |
|-------------------------|-----------|
| Venue Hire              | \$        |
| Hospitality             | \$        |
| Postage                 | \$        |
| Telephone and fax       | \$        |
| Stationery and printing | \$        |
| Other                   |           |
|                         | \$        |
| <b>Subtotal</b>         | <b>\$</b> |

|                              |           |
|------------------------------|-----------|
| <b>Sponsorship/donations</b> |           |
| In Kind (please itemise)     | \$        |
|                              | \$        |
|                              | \$        |
|                              | \$        |
| Other (please itemise)       |           |
|                              | \$        |
|                              | \$        |
|                              | \$        |
| <b>Subtotal</b>              | <b>\$</b> |

|                                  |           |
|----------------------------------|-----------|
| <b>Marketing/promotion costs</b> |           |
| Advertising - press              | \$        |
| Advertising – electronic media   | \$        |
| Printed material                 | \$        |
| Photography                      | \$        |
| Programs                         | \$        |
| Merchandise                      | \$        |
| Other (please itemise)           |           |
|                                  | \$        |
| <b>Subtotal</b>                  | <b>\$</b> |

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|----------------------------|-----------|
| <b>Production Costs</b>    |           |
| Publications               | \$        |
| Electronic media, DVDs etc | \$        |
| Websites                   | \$        |
| Education Kits             | \$        |
| <b>Subtotal</b>            | <b>\$</b> |

|  |           |
|--|-----------|
| <b>Research Costs (please itemise)</b> |           |
|  | \$        |
| <b>Subtotal</b>                        | <b>\$</b> |

|                               |           |
|-------------------------------|-----------|
| <b>Other (please itemise)</b> |           |
|                               | \$        |
| <b>Subtotal</b>               | <b>\$</b> |

|   |           |
|---|-----------|
| <b>Amount Received from the Australia-China Council</b> | <b>\$</b> |
|---|-----------|

|                    |           |
|--------------------|-----------|
| <b>Contingency</b> | <b>\$</b> |
|--------------------|-----------|

|                     |           |
|---------------------|-----------|
| <b>TOTAL INCOME</b> | <b>\$</b> |
|                     |           |

|   |           |
|---|-----------|
| <b>TOTAL EXPENDITURE</b>  | <b>\$</b> |
| <b>AMOUNT OF AUSTRALIA-CHINA COUNCIL GRANT FUNDING TO BE RETURNED</b> | <b>\$</b> |

If you have acquitted less than the grant amount, you will need to advise the Australia-China Council on the line above and you will be invoiced for the difference.

## 1.6 CERTIFICATION (MANDATORY)

### Privacy and Freedom of Information

*The information you provide in your grant funding acquittal is used when finalising your grant payment and reporting the outcomes to the Government. Summary information provided by all applicants will be stored centrally and will be available to Commonwealth officers and the government on a need-to-know basis. The information you have provided, excluding personal information, may be distributed to the FCI, Commonwealth and State or Territory governments, organisations which are responsible for grants programs, and may be made public through national and local media or via the DFAT or FCI websites. DFAT may also publish this information, excluding personal information, in its Annual Report and on the DFAT web site. DFAT will only use and/or disclose personal information in accordance with the Privacy Act 1988. Applicants should also note the provisions of the Freedom of Information Act 1982 apply to documents in DFAT's possession.*

**I, the undersigned, certify that:**

- The statements in this acquittal are true to the best of my knowledge.
- The relevant project records, financial and accounting records have been prepared and retained in accordance with the provisions of the Funding Agreement.
- Funds provided to me have only been expended in accordance with the approved budget as detailed in the Funding Agreement and any funds not expended in accordance with the Funding Agreement have been returned to the Australia-China Council.
- I consent to information provided in this acquittal being stored on a central database to which other Commonwealth, State or Territory government agencies may have access.
- I consent to information provided in this acquittal, other than personal information, being used for training and testing purposes by DFAT staff.

**Signature:** X \_\_\_\_\_ **Date:**        /        /  
**Name in full:** \_\_\_\_\_  
**Position in organisation/group:** \_\_\_\_\_

**Please post the signed original of this form and any attached documentation to the ACC at the following address.** If you send any supplementary material that you would like returned, please include a postage-paid, self-addressed envelope.

Australia-China Council Secretariat  
RG Casey Building  
John McEwen Crescent  
BARTON ACT 0221

**Photographs suitable for posting on the ACC's website or for possible inclusion in the ACC's Annual Report, should also be provided electronically to [AusChina.Council@dfat.gov.au](mailto:AusChina.Council@dfat.gov.au)**

Enquiries may be directed to [AusChina.Council@dfat.gov.au](mailto:AusChina.Council@dfat.gov.au) or by phone to Melissa Radford, ACC Project Officer on 02-6261 2806.

**Note to Drafters:** The following section on statistical information may be deleted if required.

| <b>Statistical information</b>   |  |
|--|--|
| Please provide approximate numbers against each of the following categories, where applicable:                                     |  |
| Number of performances presented / exhibition days / film screenings / community events (circle relevant category for the project) |  |
| Number of countries visited  |  |
| Number of artists/cultural workers involved in the project   |  |
| Total attendance numbers for performance/exhibition key events   |  |
| Average audience attendance at performance/exhibition key events   |  |
| Number of ancillary workshops/seminars held (if relevant)  |  |
| Average attendance at workshops/seminars (if relevant)   |  |
| Was this an Aboriginal and Torres Strait Islander arts/culture related activity?   |  |

DRAFT