

549542/1

FINANCIAL MANAGEMENT

PAYMENTS

VAQ Grants

Queensland Homicide Victims

Support Group: Extended Program

JAG



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Service Agreement (Part A) - Standard Terms of Funding

For Agreements entered into from 1 January 2013

Version 2.0

Table of Contents

Background	6
1. Agreement	6
1.1 Terms used in the Service Agreement	6
1.2 Parts of the Service Agreement	6
WHAT WE MUST DO	6
2. Our obligations	6
2.1 General	6
2.2 Our conduct	7
WHAT YOU MUST DO	7
3. Services to be provided by You	7
3.1 General	7
3.2 Your conduct	8
3.3 Your dispute resolution and complaints	8
4. Your general obligations	8
4.1 Liaison with the Departmental Officer	8
4.2 Monitoring of the delivery of the Services	8
4.3 Your employees	9
4.4 Notifications	9
4.5 Aboriginal and Torres Strait Islander service delivery	10
5. Your reporting obligations	10
5.1 Required reports	10
5.2 Your additional reporting requirements	10
5.3 Standard of reporting	11
ABOUT THE FUNDING	11
6. Payment of Funding	11
6.1 Mechanism for payment	11
6.2 Variation to the amount and timing of Funding instalments	11
6.3 Applying for an emergency advance of funding	11
6.4 Future Funding	12
7. Expenditure of Funding	12
7.1 Your use of the Funding	12
7.2 Earnings	12
7.3 Unspent amounts	13
7.4 Remaining Funds held by You	13
8. Financial accountability	13
8.1 Your statements	13
9. Varying the Services or Funding	13
9.1 Variation to the Services or Funding	13
9.2 Increase in Funding	14
10. GST	14
10.1 Amounts specified exclusive of GST	14
10.2 Adjustment	14
10.3 Exchange of information	14
10.4 Recipient Created Tax Invoice	15
11. Your acknowledgment of the Funding	15

ASSETS	15
12. Assets	15
12.1 Ownership of assets	15
12.2 Your obligations regarding assets	15
12.3 Register of assets	16
12.4 Sale or disposal	16
SUSPENSION, REDUCTION AND TERMINATION OF FUNDING	17
13. Suspension	17
13.1 Suspension of Funding	17
14. Show cause process	17
14.1 Show cause process	17
15. Termination	18
15.1 Breach of the Service Agreement	18
15.2 Right to terminate	18
15.3 Consequences of termination	19
16. Reducing Funding	19
16.1 Reducing Funding	19
PERFORMANCE REVIEW AND AUDIT ACCESS	20
17. Performance Review and audit access	20
17.1 Access to Your premises and records	20
17.2 Performance Review	20
17.3 Nomination of auditors	21
17.4 Access to Your employees, premises and records	21
17.5 Prior notice	21
17.6 Assistance	21
17.7 Minimum interference	22
17.8 Other information to be provided	22
17.9 Subcontracts	22
17.10 Services provided under Your auspices	22
17.11 Application of this clause	22
MATERIAL AND INFORMATION	22
18. Intellectual Property Rights	22
18.1 Ownership of Intellectual Property Rights	22
18.2 Licence of Intellectual Property Rights to the State	22
18.3 Documentation	23
18.4 Use of Intellectual Property Rights	23
18.5 Protection of Intellectual Property and Moral Rights	23
18.6 Aboriginal and Torres Strait Islander cultural sensitivity	23
19. Disclosure of Confidential Information	23
19.1 Approval to disclose	23
19.2 Your undertaking	24
19.3 Department's undertaking	24
20. Protection of Personal Information	24
20.1 Your privacy obligations	24
20.2 Privacy deed	25
20.3 Your Privacy Notice	25
20.4 You will notify Us	25

21. Recordkeeping	25
21.1 Your records and files	25
21.2 Our Material	26
DEALING WITH RISK	26
22. Insurance and Indemnity	26
22.1 You must obtain insurance	26
22.2 Indemnity	26
23. Conflict of Interest	27
23.1 Warranty	27
23.2 Resolution of Conflict of Interest	27
23.3 Policy	27
23.4 Record	27
23.5 Definition	27
OTHER LEGAL MATTERS	27
24. Subcontracting Services under the Service Agreement	27
24.1 Consent for subcontracting	27
24.2 Your obligations	27
24.3 The Department's rights	28
24.4 Procedure	28
24.5 Definition	28
25. Governing law	28
26. Compliance	28
26.1 Right to information	28
27. Waiver	29
28. Dispute resolution	29
28.1 Dispute resolution under the Service Agreement	29
28.2 Review of decision	29
28.3 Exceptions to review	30
29. Notices, requests and other communications	30
29.1 Address for notices	30
29.2 Method of delivery	30
29.3 Receipt of notice	30
30. General Provisions	31
30.1 Entire agreement	31
30.2 No assignment	31
30.3 Relationship	31
30.4 Time	31
30.5 Survival	31
30.6 Further Assurances	32
31. Intervening Event	32
32. Definitions and Interpretation	33
32.1 Definitions	33
32.2 Interpretation	36

Background

- A. The Department of Justice and the Attorney General administers funding programs for victims of crime services across Queensland.
- B. These terms are the standard terms upon which funding may be granted under these programs administered by the Department.
- C. These terms are incorporated into any Service Agreement You enter into with Us.
- D. The relationship between You and Us is one of mutual respect. The parties have a shared goal to ensure the delivery of quality and effective services, to work collaboratively and constructively, in a spirit of goodwill, while acknowledging the requirement for accountable, responsible and effective expenditure of public monies.

1. Agreement

1.1 Terms used in the Service Agreement

- (a) In the Service Agreement certain words and phrases have defined meanings. They are indicated by capital letters (eg Funding).
- (b) Where a defined word or phrase is used in one clause only, it is usually defined in that clause. Otherwise, the definitions are in clause 32.

1.2 Parts of the Service Agreement

- (a) If there is any ambiguity in or inconsistency between the various parts of the Service Agreement, the following order of precedence applies to resolve the ambiguity or inconsistency:
 - (i) additional conditions contained in Item 11 of the Service Agreement (Part C) - Specifications;
 - (ii) the applicable Service Agreement (Part B)- Specific Terms of Funding;
 - (iii) the Service Agreement (Part A) - Standard Terms of Funding; and
 - (iv) the applicable Service Agreement (Part C) - Specifications.

WHAT WE MUST DO

2. Our obligations

2.1 General

- (a) We must:
 - (i) provide Funding to You as outlined in the Service Agreement; and
 - (ii) process Funding payments in a timely, transparent, effective, efficient and accountable

manner.

2.2 Our conduct

- (a) We agree to liaise and work collaboratively with You to:
 - (i) improve Our knowledge base of service delivery practice and outcomes;
 - (ii) ensure effective expenditure of public monies; and
 - (iii) monitor, review and evaluate the Services that are the subject of the Service Agreement.
- (b) We agree to provide You with current information, including relevant government policies, procedures and guidelines, applicable to the delivery of Services.
- (c) We are subject to the *Information Privacy Act 2009*.

WHAT YOU MUST DO

3. Services to be provided by You

3.1 General

- (a) You must:
 - (i) provide the Services under the Service Agreement;
 - (ii) comply with the terms and conditions of the Service Agreement;
 - (iii) comply with any departmental policies notified to You in writing;
 - (iv) ensure that the Services commence by the Service Commencement Date and that the Milestones are met.
 - (v) promptly notify Us of any relevant matters that You reasonably think might affect Your ability to provide the Services or meet Your obligations under the Service Agreement;
 - (vi) comply with any relevant legislation and requirements of any Commonwealth, State, Territory or local authority in relation to the Funding and the Service Agreement; and
 - (vii) obtain and maintain all permits, registrations and licences required to be taken out in connection with Your performance of the Services under the Service Agreement.
- (b) You are responsible for ensuring compliance with Your obligations under the Service Agreement, despite the following:
 - (i) our involvement in assisting You to perform those obligations;
 - (ii) any payment by Us made to You under the Service Agreement;
 - (iii) an arrangement where the Services are provided under Your auspices; or
 - (iv) the subcontracting of any part of the Services.

3.2 Your conduct

- (a) You must conduct the activities which comprise the Services diligently, effectively and in a professional manner, including:
 - (i) providing the Services without coercion and in a manner that promotes the privacy, dignity, self-esteem and independence of Service Users; and
 - (ii) providing Service Users with access to and assistance with the Services on the basis of need, but otherwise on a non-discriminatory basis unless a Service is provided to meet the needs of specific Service Users.
- (b) You will use Your best endeavours to collaborate and coordinate with other community organisations and government agencies within the service system in which Your organisation is operating with a view to providing the most effective Services for the overall benefit of Service Users.

3.3 Your dispute resolution and complaints

- (a) You must have a dispute resolution procedure and use it for disputes relating to the Services and You must make the procedure available to Service Users.
- (b) You must keep and implement a document outlining Your procedure for dealing with complaints about the Services and make it available for viewing by any person on request.
- (c) You must advise the person who makes the complaint that they may complain to Us or a relevant complaints agency if they are not satisfied with the outcome of the complaint.
- (d) You must not, if a person makes a complaint to You about the Services, discontinue or reduce the Services or otherwise take recrimination because a person makes a complaint to You about the delivery of the Services. This does not preclude You from taking action as necessary to ensure safety and prevent harm to Service Users and others that may come to Your notice through the lodgement of the complaint.

4. Your general obligations

4.1 Liaison with the Departmental Officer

You must:

- (a) communicate with and provide information to Us as We reasonably require; and
- (b) comply with all of Our reasonable requests, directions, and monitoring requirements to Our satisfaction.

4.2 Monitoring of the delivery of the Services

- (a) Both parties agree to meet or make contact (electronic/telephonic/in person) for the purpose of monitoring the delivery of the Services under the terms of the Service Agreement. This may include visits to Your premises and access to records (wherever they are located) as agreed, for the purpose of monitoring the delivery of the Services by You under the Service Agreement.
- (b) The parties may agree at any time, to conduct a Review of the Services that are the subject of

the Service Agreement to assist You to meet Your obligations under the Service Agreement. A Review may also be for the purpose of assessing service or program effectiveness or supporting improvements in the delivery of the Services.

- (c) You agree to make available all relevant information and documents required for the purpose of the Review and warrant that the information and documents disclosed to Us are true and correct to the best of Your knowledge.

4.3 Your employees

All personnel that You employ in any capacity are Your responsibility. You will be responsible for payment of all wages and entitlements to Your employees.

4.4 Notifications

4.4.1 Changes

You must notify Us of any changes to Your details in Item 2 of the Service Agreement (Part C) - Specifications in the way We require.

4.4.2 Other funding received by You

- (a) Where You receive other funds from either the Commonwealth Government, another State Government department or authority or any other entity providing funds for meeting the costs of the Services; or
- (b) Where You receive other funds from either the Commonwealth Government, another State Government department or authority for meeting the costs of other services or activities that are of a similar nature to the Services,

then You must notify Us of the amount and purpose of the additional funds received, unless We state otherwise.

4.4.3 Notifying alleged misconduct

- (a) If You are aware of an Allegation, then You must report the Allegation to a relevant authority such as the Queensland Police Service.
- (b) You must notify Us:
 - (i) when You become aware of any allegation of misconduct or dishonesty concerning You; or
 - (ii) when You have reported any allegation of misconduct or dishonesty to a relevant authority.
- (c) In this clause "Allegation" means an allegation which raises a reasonable suspicion of misconduct or dishonesty of a serious nature relating to the operation of the Services including an allegation of an offence liable to imprisonment against You or Your employees, volunteers, agents or subcontractors in connection with the provision of the Services.

4.4.4 Notifying major incidents

- (a) You must notify Us of any major incident within 1 Business Day, of You becoming aware of it.
- (b) In this clause, "major incident" includes:

- (i) incidents which affect or are likely to affect the delivery of the Services;
- (ii) incidents that may relate to the Services or the Service Users that requires an emergency response including fire, natural disaster, bomb threat, hostage situations, death or serious injury of any person or any criminal activity;
- (iii) incidents that may relate to Service Users subject to interventions by Us, staff and carers;
or
- (iv) matters where significant media attention has occurred or is likely to occur.

4.4.5 Notification of amendment

- (a) You must notify Us of any amendment to Your Constitution within 20 Business Days of the amendment becoming effective.
- (b) We may cease the Funding to You where an amendment to Your Constitution:
 - (i) means that You are no longer eligible for the Funding; or
 - (ii) affects Your capacity to comply with the Service Agreement.

4.5 Aboriginal and Torres Strait Islander service delivery

- (a) You agree to use Your best endeavours to ensure that the Services are culturally accessible to Aboriginal and/or Torres Strait Islander peoples recognising the diversity of needs of people, including specific needs, from urban, regional and remote areas.
- (b) Where the primary Target Group for the Services are Aboriginal and/or Torres Strait Islander people, You must provide evidence, upon request, that the relevant Aboriginal and/or Torres Strait Islander individuals, families, cultural custodians, clan and language groups, community organisations, communities and/or representatives deemed appropriate by the community, to which the Services are being provided to, are engaged in the design, delivery and evaluation of programs and the Services to ensure program design and delivery of the Services are appropriate to local community and cultural needs.

5. Your reporting obligations

5.1 Required reports

You must submit to Us performance, financial and annual reports as stated in the Service Agreement.

5.2 Your additional reporting requirements

- (a) In addition to any requirements to provide information or reports in the Service Agreement, We may request, by written notice, that You supply Us with information in any way concerning You, Your delivery of the Services or the carrying out of Your obligations under the Service Agreement.
- (b) You must submit to Us performance and financial reports more or less regularly than as stated in the Service Agreement if required by Us.
- (c) The notice that We give You pursuant to this clause need not be in any specified form but must

state:

- (i) the information We require; and
- (ii) the reasonable time within which You are required to provide the information.

5.3 Standard of reporting

All reports provided by You under the Service Agreement must be of a standard and provided in a way reasonably acceptable to Us and provided electronically via Our online reporting systems (or in another format if agreed by Us) as specified in the Service Agreement or as otherwise notified to You by Us from time to time.

ABOUT THE FUNDING

6. Payment of Funding

6.1 Mechanism for payment

- (a) We will make the Funding available to You by instalments in accordance with the Service Agreement (Part C) - Specifications.
- (b) We may withhold any installment to You if You have not complied with any obligation under the Service Agreement, including Your obligation to submit reports as required under clauses 5.1 and 5.2.

6.2 Variation to the amount and timing of Funding instalments

- (a) We may vary:
 - (i) the timing of instalments (and therefore the amount of Funding in each instalment) specified in the Service Agreement (Part C) - Specifications; and
 - (ii) the periods and dates stated in the Service Agreement.
- (b) We will give You 20 Business Days notice of any such variation.

6.3 Applying for an emergency advance of Funding

- (a) In the case of an emergency, You may make a written request for an instalment of the Funding in advance.
- (b) We may request any additional information from You before deciding whether to advance an instalment of the Funding to You under this clause.

6.4 Future Funding

You acknowledge and agree that We are under no obligation to provide any other Funding to You beyond the expiration or termination of the Service Agreement.

7. Expenditure of Funding

7.1 Your use of the Funding

- (a) You must use the Funding only:
 - (i) in accordance with the Funding Details and for the provision of the Services as specified in the Service Agreement; and
 - (ii) within the time period stipulated in the Service Agreement for expenditure of the Funding.
- (b) You must not use the Funding, without Our prior written approval, to:
 - (i) provide security for any purpose;
 - (ii) make a loan or gift for any purpose;
 - (iii) pay sitting fees to directors, management committee members, members of Your organisation or any other person;
 - (iv) make payments that are inconsistent with the Services; or
 - (v) relieve cash flow problems in the delivery of Your other services or carry out activities funded from other sources.
- (c) If You use the Funding for a purpose not approved by Us, We may serve You with a notice for repayment of the Funding that has been spent, used or applied without Our approval. This amount will be a debt due and owing to Us.
- (d) If You use the Funding to provide cash cheques or cash advances then You must keep a record of the date, amount, recipient and purpose of any cash cheque that You issue or cash advance that You make.
- (e) You must hold all Funding paid to You by Us, under the Service Agreement, in an account at an Approved Financial Institution.
- (f) Where You receive Funding to employ staff and are bound by a registered industrial instrument requiring the payment of termination or redundancy payments in appropriate circumstances, the Funding may only be used for termination or redundancy payments if:
 - (i) the cessation of Funding is due to circumstances stated in clause 15.2; or
 - (ii) You have obtained Our prior written approval.
- (g) The Funding provided to You by Us may be used to obtain and maintain permits, registrations and licenses required to be taken out in connection with Your performance of the Services under the Service Agreement.

7.2 Earnings

You must use and deal with any money earned by You from:

- (a) the operation of the Services (for example fees, rent, board, service charges); and
- (b) interest on the Funding,

as if the money earned was part of the Funding.

7.3 Unspent amounts

Where You submit a financial report in accordance with clause 5.1 which shows that a substantial portion of the Funding for the previous period is unspent by You, then We may:

- (a) authorise You to retain the unspent Funding and, if We so authorise, to expend some or all of that Funding for an approved purpose;
- (b) adjust a payment or instalment of the Funding to take account of the unspent Funding;
- (c) agree to a carryover of unspent Funding from one reporting period to the next where the Funding is to be used for the same purpose and when agreed by Us in writing; or
- (d) require You to refund the unspent Funding.

7.4 Remaining Funds held by You

If, at the expiration or termination of the Service Agreement, there remains an amount of Funding that has not been spent by You, then We may:

- (a) require You to refund the unspent Funding within 20 Business Days of the expiration or termination of the Service Agreement; or
- (b) authorise You to retain the unspent Funding and, if We so authorise, to expend some or all of that Funding for an approved purpose on terms and conditions agreed in writing by Us.

8. Financial accountability

8.1 Your statements

- (a) Unless We notify otherwise, You must provide Us with the following documents:
 - (i) where applicable, a list of assets prepared in accordance with clause 12.3;
 - (ii) a copy of the financial statements which You are required to lodge under Your incorporating legislation;
 - (iii) Financial Acquittal Reports in the format and timing specified in Your Service Agreement (Part C) – Specifications; and
 - (iv) any additional statements as specified in Your Service Agreement (Part B) - Specific Terms of Funding and/or Your Service Agreement (Part C) - Specifications.
- (b) You acknowledge that it is Our policy that if You have not submitted the financial statements required in this clause for previously granted funding, You may be excluded from consideration for subsequent funding.

9. Varying the Services or Funding

9.1 Variation to the Services or Funding

The parties acknowledge that:

- (a) the Service Agreement may be varied by an authorised representative of both parties agreeing

to the variation in writing;

- (b) a variation which reduces the scope of the Services may result in a reduction of the amount of Funding provided to You under the Service Agreement; or
- (c) a variation which increases the scope of the Services may result in an increase to the amount of Funding provided to You under the Service Agreement.

9.2 Increase in Funding

- (a) We may, in Our absolute discretion, increase Funding to You from time to time without a variation to the Service Agreement.
- (b) We may make an Indexation increase of the Funding to You from time to time, without a variation to the Service Agreement.
- (c) For the purposes of this clause "Indexation" means a percentage increase of Funding as determined by Us.

10. GST

10.1 Amounts specified exclusive of GST

- (a) The amounts of Funding specified in the Service Agreement (Part C) – Specifications are exclusive of GST.
- (b) We must pay You the GST Amount at the same time as paying You the Funding.
- (c) You hereby certify that the information provided pursuant to the Service Agreement presents fairly the financial position and the associated financial returns of the Services.

10.2 Adjustment

If, for any reason, including:

- (a) any amendment to the GST Legislation;
- (b) the issue of a ruling or advice by the Commissioner of Taxation;
- (c) a refund in respect of a supply made under the Service Agreement; or
- (d) a decision of any tribunal or court.

the amount of GST paid by Us differs from the amount of GST paid or payable by You to the Commissioner of Taxation, then We must issue an appropriate adjustment note and any difference must be paid to or by Us as the case may be.

10.3 Exchange of information

The parties agree to exchange such information as is necessary to enable each party to accurately assess its rights and obligations under this clause.

10.4 Recipient Created Tax Invoice

If you are registered for GST, You agree to allow Us to issue You with a Recipient Created Tax Invoice (RCTI) in respect of GST applicable to advances of the Funding. The following requirements will apply for the duration of the Service Agreement:

- (a) We may issue You with a RCTI in respect of the Taxable Supply;
- (b) You must not issue tax invoices in respect of the Taxable Supplies for which We issue RCTIs;
- (c) You acknowledge that You are registered for GST and agree to notify Us if You cease to be registered or if You cease to satisfy any of the requirements relating to RCTI's; and
- (d) We acknowledge that We are registered for GST and agree to notify You if We cease to be registered or if We cease to satisfy any of the requirements relating to RCTI's.

By fulfilling all these conditions We will issue a RCTI upon each payment made to You for the Services outlined in the Service Agreement for the duration of the term of the Service Agreement.

11. Your acknowledgment of the Funding

- (a) You must ensure that the Funding received from Us is acknowledged in Your annual report (if You produce an annual report) and promotional materials where the Services and any related projects are being promoted that have been funded wholly or in part by Us during the Term of the Service Agreement.
- (b) You must also comply with any additional requirements regarding acknowledgment of the Funding stated in the Service Agreement (Part B) - Specific Terms of Funding or the Service Agreement (Part C) - Specifications.
- (c) Any acknowledgment in promotional material about the Services must use an acknowledgment logo which must be obtained from Us.
- (d) You must invite the Minister to attend and speak at significant public events, including but not limited to launches, openings, conferences and other ceremonies related to the Services.

ASSETS

12. Assets

12.1 Ownership of assets

- (a) You must be the legal and beneficial owner of any asset purchased with the Funding.

12.2 Your obligations regarding assets

You must:

- (a) only use the asset for purposes connected with the Services outlined in the Service Agreement;
- (b) keep the receipts evidencing the expenditure of the Funding to purchase the asset;

- (c) not encumber, use as a security, or deal with or use the asset other than in accordance with the Service Agreement without Our prior written approval;
- (d) hold the asset securely and put in place reasonable safeguards against theft, loss, damage or unauthorised use;
- (e) maintain the asset in good working order;
- (f) if required by Us, maintain current insurance against risk, loss or damage over the asset for the full insurable value of the asset;
- (g) if required, maintain registration and licensing of the asset;
- (h) comply with any reasonable request from Us concerning the asset including registering Our interest in the asset if required by Us;
- (i) be fully responsible for, and bear all risks relating to, the purchase, use or disposal of the asset; and
- (j) maintain an asset register in the format as specified in clause 12.3.

12.3 Register of assets

- (a) Where We have given written approval for You to purchase an asset either wholly or partially with the Funding, and that asset is worth more than \$5,000 and has a useful life greater than one year, You must record in a register the following information for each asset:
 - (i) asset description, including model and engine number (if a vehicle);
 - (ii) date of purchase and the name of the supplier;
 - (iii) purchase/acquisition price;
 - (iv) depreciation rate (prime cost or diminishing value) as provided under relevant sections of the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997*;
 - (v) the effective/useful life of the asset; and
 - (vi) written down/book value.
- (b) Assets to be included in the register exclude buildings (either significant extensions or whole buildings) or land.

12.4 Sale or disposal

Unless notified by Us otherwise in the Service Agreement, if You no longer require an asset, for whatever reason (including redundancy of the asset, dilapidation or the need for upgrading) You will:

- (a) use Your best endeavours to achieve fair market value upon sale of the asset;
- (b) apply sale proceeds only for the Services.

SUSPENSION, REDUCTION AND TERMINATION OF FUNDING

13. Suspension

13.1 Suspension of Funding

- (a) If, in Our reasonable opinion, You:
- (i) have failed to provide the Services or otherwise comply with the Service Agreement;
 - (ii) have expended the Funding otherwise than in accordance with clause 7;
 - (iii) have changed any part of the Services and did not obtain Our prior approval for the change;
 - (iv) have not provided any information or reports as required by the Service Agreement or requested by Us; or
 - (v) have failed to comply with any relevant legislation;

then We may suspend payment of the Funding, or part thereof, to You under the Service Agreement for a period of time and on specified conditions as notified by Us.

14. Show cause process

14.1 Show cause process

If We suspect on reasonable grounds that You are not complying with or have not complied with a term of the Service Agreement or the relevant provisions of any relevant legislation, or if any of the grounds in 13.1(a) apply, We may, in Our absolute discretion and in addition to any other remedy which may be available to Us, send to You a show cause notice.

- (a) Under the show cause process, We must give You a notice (a "Show Cause Notice") stating the following:
- (i) the action (the "Proposed Action") We propose taking under clauses 13.1 or 15.1;
 - (ii) the grounds for the Proposed Action;
 - (iii) an outline of the facts and circumstances forming the basis for the grounds; and
 - (iv) an invitation to You to show within a stated period (the "Show Cause Period") why the Proposed Action should not be taken.
- (b) The Show Cause Period must be a period ending at least 7 days, after the Show Cause Notice is given to You.
- (c) During the show cause period You may make written representations to Us, stating why the Proposed Action should not be taken.
- (d) We must consider all written representations (the "Accepted Representations") made under this clause 14.
- (e) If, after considering the Accepted Representations for the Show Cause Notice, We no longer

believe the grounds exist to take the Proposed Action, We:

- (i) will not take further action about the Show Cause Notice; and
 - (ii) will, as soon as practicable, give notice to You that no further action is to be taken about the Show Cause Notice.
- (f) We may suspend payment of Funding under clause 13.1 or terminate the Service Agreement under clause 15.1 and notify You in writing of Our decision if:
- (i) after considering the Accepted Representation for the Show Cause Notice, We still believe the grounds exist to take action to suspend or stop assistance, and We believe the action is warranted; or
 - (ii) there are no Accepted Representations made by You in relation to the Show Cause Notice.

15. Termination

15.1 Breach of the Service Agreement

We may terminate the Service Agreement, by notice to You, after following the show cause process in clause 14, if:

- (a) We are satisfied that any of the provisions of the Service Agreement are not being or have not been complied with by You;
- (b) an amendment to Your Constitution or operations means that You are no longer eligible for the Funding or You are no longer able to comply with the Service Agreement;
- (c) You are in breach of any relevant legislation;
- (d) You become insolvent;
- (e) You become subject to any form of external administration;
- (f) You enter into an arrangement with Your creditors or otherwise take advantage of any laws in force in connection with insolvent debtors; or
- (g) You are wound up, voluntarily or involuntarily.

15.2 Right to terminate

- (a) Where We:
 - (i) are required to cease the Funding to You because of changes to the State budget or any guidelines or policies of the State or Commonwealth Government; or
 - (ii) determine that the needs of the Service Users and the Target Group no longer justifies the Funding or that other persons are in greater need than the Service Users and the Target Group

even though You are not in default, We may exercise Our right to terminate the Service Agreement at any time by giving You a minimum of three months notice.

- (b) You may terminate the Service Agreement upon a minimum of three months notice to Us.

- (c) A notice to terminate under clause 15.2(a) or (b) must contain reasons for the decision to terminate.
- (d) Where We terminate the Service Agreement under clause 15.2(a) We will consider, in Our absolute discretion, the payment of reasonable exit costs, including but not limited to the payment of transitional arrangement costs for Service Users.
- (e) Where funding under another agreement with You has been terminated by Us, We may terminate the Service Agreement, without following the show cause process in clause 14.

15.3 Consequences of termination

- (a) If the Service Agreement is terminated under clauses 15.1 or 15.2 , You must:
 - (i) comply with the requirements specified in any notice, and any directions regarding the disposal of assets Funded under the Service Agreement;
 - (ii) do everything possible to mitigate all losses, costs, and expenses that You may incur as a result of the termination;
 - (iii) comply with the Exit Strategy for the relevant Service Agreement;
 - (iv) repay to Us any part of the Funding that We require to be repaid as a result of the termination, which will be a debt due and owing to Us.
- (b) If We notify You under this clause 15 that We are terminating the Service Agreement, the Funding provided under the Service Agreement will terminate immediately and any unexpended part of the Funding must be returned to Us in accordance with the provisions of the relevant Service Agreement.
- (c) We are not liable to pay You compensation for any loss of profit or benefits that You would have received had the termination not occurred.
- (d) This clause does not limit any other rights or remedies that may be available to Us.

16. Reducing Funding

16.1 Reducing Funding

- (a) Where We:
 - (i) are required to cease the Funding to You because of changes to the State budget or any guidelines or policies of the State or Commonwealth government; or
 - (ii) determine that the needs of the Service Users and the Target Group no longer justifies the Funding or that other persons are in greater need than the Service Users and the Target Group,

even though You are not in default, We may reduce the Funding at any time by giving You reasonable written notice.
- (b) Where the Funding is reduced under this clause 16.1, then We must review the scope of the Services with You.
- (c) If We reduce the Funding under this clause 16.1, We are only liable to You for:

- (i) instalments of the Funding that were due to You up to the date of reduction; and
 - (ii) reasonable costs You incur as a direct result of the reduction, subject to Our reasonable approval.
- (d) If We reduce the Funding under this clause 16.1, then You must:
- (i) immediately stop carrying out Your obligations in relation to any Services, that may have been removed by the reduction;
 - (ii) immediately do everything You can to mitigate and lessen all losses, costs and expenses that You may suffer in relation to the reduction;
 - (iii) repay to Us any part of the Funding that We require to be repaid as a result of the reduction, which will be a debt due and owing to Us;
 - (iv) provide written evidence to satisfy Us of the amounts claimed as reasonable costs; and
 - (v) comply with any reasonable request made by Us in relation to the reduction of the Funding.
- (e) We are not liable to pay You compensation for any loss of profit or benefits that You would have received had the reduction not occurred.
- (f) This clause does not limit any other rights or remedies that may be available to Us.

PERFORMANCE REVIEW AND AUDIT ACCESS

17. Performance Review and audit access

17.1 Access to Your premises and records

- (a) To ensure You are meeting Your obligations under the Service Agreement, We may notify You that a Departmental Officer requires access to:
 - (i) the premises where the Services are provided and/or the premises from which You conduct Your business; and
 - (ii) copies of records held or created by You relating to the provision of the Services by You.
- (b) The notice referred to in clause 17.1(a) need not be in any particular form. In giving You notification under this clause, We will explain to You why access is required. You must comply with any notice given to You under this clause.
- (c) When accessing premises and/or records in accordance with a notification under clause 17.1(a), We will use Our best endeavours to minimise interference to Your employees and the conduct of the Services.

17.2 Performance Review

- (a) To ensure You are meeting Your obligations under the Service Agreement We may conduct a Performance Review of any aspect of the Services that are the subject of the Service

Agreement and where appropriate will seek to involve You in any Performance Review that We intend to conduct.

- (b) When conducting a Performance Review under clause 17.2(a), We will:
 - (i) notify You in writing
 - (ii) use Our best endeavours to minimise interference to Your employees and the conduct of the Services.
- (c) You agree to co-operate with Us in the conduct of any review that We undertake in accordance with this clause including, without limitation, giving Our officers or contractors conducting the review full and free access to:
 - (i) Your employees;
 - (ii) Your premises or the premises (within Your control) where the Services are provided; and
 - (iii) Your records, documents and papers that relate directly or indirectly to the conduct of the Services.

17.3 Nomination of auditors

We may nominate auditors to conduct financial and compliance audits of Your organisation.

17.4 Access to Your employees, premises and records

You will give Our nominated auditors, full and free access to:

- (a) Your employees;
- (b) the premises where the Services are provided and/or the premises from which You conduct Your business; and
- (c) Your accounts, records, documents and papers that relate directly or indirectly to the receipt, expenditure, or payment of the Funding or the conduct of the Services.

17.5 Prior notice

In carrying out Our powers under this clause 17, We will, where possible, give reasonable notice.

17.6 Assistance

You must give to Our nominated auditors reasonable assistance required to:

- (a) meet with Your employees;
- (b) inspect the performance of the Services; and
- (c) locate and make copies of any of Your accounts, records, documents and papers that relate directly or indirectly to the receipt, expenditure, or payment of the Funding or the conduct of the Services.

17.7 Minimum interference

When conducting audits under this clause 17, Our nominated auditors will use their best endeavours to minimise interference to Your employees and the conduct of the Services.

17.8 Other information to be provided

On receipt of reasonable written notice either from Us or from Our nominated auditors, You must provide any information relevant to Your obligations in the Service Agreement required by Us for Our review and audit purposes.

17.9 Subcontracts

You must ensure that where the Services are provided under a subcontract, any subcontract contains equivalent clauses permitting Us and Our nominated auditors to have access to the employees, premises and accounts, records, documents and papers of the subcontractor to the extent provided for in this clause 17.

17.10 Services provided under Your auspices

You must ensure, that where the Services are provided under Your auspices, that the entity providing the Services under Your auspices will permit Us and Our nominated auditors to have access to its employees, premises and accounts, records, documents, papers to the extent provided for in this clause 17.

17.11 Application of this clause

Our rights under this clause 17 are in addition to other similar rights under the Service Agreement.

MATERIAL AND INFORMATION

18. Intellectual Property Rights

18.1 Ownership of Intellectual Property Rights

- (a) Intellectual Property Rights in Your Material vest in You.
- (b) Intellectual Property Rights in Our Material vest in Us.

18.2 Licence of Intellectual Property Rights to the State

- (a) You grant to the State of Queensland a perpetual, irrevocable, royalty-free, world wide and non-exclusive licence (including a right to sub-licence) to use, communicate, reproduce, publish, adapt and modify Your Material and any Existing Material.
- (b) We licence You to use Our Material (including copying it and supplying it to others) but only for

the purposes of performing the Services under the Service Agreement.

18.3 Documentation

If requested by Us, You will sign, execute, or otherwise complete any document that may be necessary or desirable to give effect to this clause 18.

18.4 Use of Intellectual Property Rights

- (a) You warrant that You are entitled, or will be entitled at the required time, to deal with the Intellectual Property Rights in Your Material and any Existing Material in the manner provided for in this clause 18.
- (b) We warrant that We are entitled, or will be entitled at the required time, to deal with the Intellectual Property Rights in Our Material in the manner provided for in this clause 18.

18.5 Protection of Intellectual Property and Moral Rights

- (a) You agree to take all reasonable steps to protect the Intellectual Property Rights in Your Material and to comply with the warranties in clause 18.4(a).
- (b) You will ensure that in providing the Services and complying with the Service Agreement, You (including Your employees, agents, volunteers and subcontractors) do not:
 - (i) infringe any person's Intellectual Property Rights or an individual's Moral Rights; or
 - (ii) authorise the infringement of any such rights.

18.6 Aboriginal and Torres Strait Islander cultural sensitivity

In addition to clause 18.5, You agree that in delivering the Services You will:

- (a) respect the cultural and spiritual significance of Aboriginal and/or Torres Strait Islander people;
- (b) refrain from incorporating any elements derived from Aboriginal and/or Torres Strait Islander cultural heritage into any material created under the Service Agreement without the informed and written consent of the cultural custodians, clan or language groups and community representatives deemed acceptable by each community; and
- (c) inform Us in writing about any elements derived from Indigenous cultural heritage which You incorporate into any material which You create and deliver to Us under the Service Agreement, and of any consent which You have obtained relating to the use of such elements.

19. Disclosure of Confidential Information

19.1 Approval to disclose

- (a) You must not disclose Confidential Information belonging to Us except where You have obtained Our prior written approval (which may be subject to conditions) or where required by

law.

- (b) We reserve the right, in Our absolute discretion and without any liability to account to You or any third person, to make available, disclose, and allow the disclosure of, to the extent that it is not prohibited or regulated by any legislation, any information received from You or otherwise relating to the Service Agreement to:
 - (i) any Commonwealth department, Queensland Government department, agency, authority, or Minister; and
 - (ii) any third person, including any court, tribunal, governmental committee or other person within government, where such disclosure would be permitted or required by law, or otherwise would be consistent with established government policies, procedures or protocols or for public accountability purposes to the extent required in those circumstances.
- (c) We may give information about You to:
 - (i) an entity that provides other funding or other assistance to You; or
 - (ii) another entity if We consider the entity has an interest in the proper and efficient delivery of Services by You.

19.2 Your undertaking

- (a) You must make every reasonable effort to ensure that Your employees, volunteers, agents and subcontractors are aware of and comply with the obligations of confidentiality in this clause 19.
- (b) We may, at any time, require You to give, and for You to arrange for Your subcontractors, employees, and volunteers engaged in the performance of the Services to give, written undertakings in a form reasonably required by Us relating to the non-disclosure of Confidential Information under this clause 19.
- (c) You must notify Us immediately if You know or suspect that Confidential Information has been disclosed without Our authorisation.

19.3 Department's undertaking

We will make every reasonable effort to ensure that Our employees, volunteers, agents and subcontractors are aware of and comply with the obligations of confidentiality in this clause 19.

20. Protection of Personal Information

20.1 Your privacy obligations

If You collect or have access to Personal Information for the purposes of the Service Agreement, You must:

- (a) comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* in relation to the discharge of Your obligations under the Service Agreement as if You were Us;
- (b) not use Personal Information other than for the purposes of the Service Agreement, unless

required or authorised by law;

- (c) not disclose Personal Information without Our prior written consent, unless required or authorised by law;
- (d) not transfer Personal Information outside of Australia without Our prior written consent;
- (e) ensure that access to Personal Information is restricted to those of Your employees, volunteer workers and officers who require access in order to perform their duties;
- (f) ensure that Your employees, volunteer workers and officers do not access, use or disclose Personal Information other than in the performance of their duties;
- (g) ensure that Your contractors and Your auspices who have access to Personal Information comply with the obligations the same as those imposed on You under this clause;
- (h) fully co-operate with Us to enable Us to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
- (i) comply with such other privacy and security measures as We reasonably advise You in writing from time to time.

20.2 Privacy deed

On Our request, You must obtain from Your employees, volunteer workers, officers and contractors engaged for the purposes of the Service Agreement, an executed deed of privacy in a form acceptable to Us.

20.3 Your Privacy Notice

- (a) If You collect, record or otherwise deal with Personal Information, You must make available a copy of Your Privacy Notice to the person giving You the Personal Information.
- (b) Your Privacy Notice must be of a standard reasonably acceptable to Us and must state that information You collect may be provided to Us to ensure that You are providing quality Services.

20.4 You will notify Us

- (a) You must make every reasonable effort to notify Us immediately upon becoming aware of any breach of this clause 20.
- (b) You must notify Us immediately in the event that You become aware that disclosure of Personal Information, in relation to a child/ren subject to the *Child Protection Act 1999* or the *Juvenile Justice Act 1992*, is made or may be required by law.

21. Recordkeeping

21.1 Your records and files

- (a) You must store all records and files regarding the provision of the Services in secure storage for at least seven years from the expiry or termination of the Service Agreement.

- (b) You must comply with any additional recordkeeping obligations set out in the Service Agreement.

21.2 Our Material

- (a) You must ensure that any of Our Material is only used, copied, supplied or reproduced for the purposes of providing the Services.
- (b) On the expiration or termination of the Service Agreement, You must return to Us all of Our Material that We require You to return.

DEALING WITH RISK

22. Insurance and Indemnity

22.1 You must obtain insurance

- (a) Unless stated otherwise in the Service Agreement, You must effect and maintain the following insurances for the term of the Service Agreement:
 - (i) public liability insurance policy for a sum of not less than \$10 million for any one event in respect of accidental death or of accidental bodily injury to persons, or accidental damage to property, arising out of or in the course of performing the Services under the Service Agreement; and
 - (ii) any other insurance required by Us.
- (b) The public liability insurance policy must be effected with an insurer authorised by the Australian Prudential Regulation Authority to operate in Australia.
- (c) Upon Our request, You must provide Us with a copy of any insurance policy obtained in accordance with this clause 22.1 and a certificate of currency.

22.2 Indemnity

You release, discharge, indemnify and keep indemnified Us, Our officers, employees and agents from and against any Claim that may be made or brought by any person against Us in connection with:

- (a) You failing to observe or perform any of Your obligations under the Service Agreement;
- (b) any negligent or unlawful act or omission of You, Your officers, employees, volunteer workers or subcontractors; and
- (c) contravention of any legislative requirement by You, Your officers, employees, volunteer workers or subcontractors,

but Your liability to provide indemnity under this clause will be reduced proportionally to the extent that an act or omission of Ours contributed to the Claim.

23. Conflict of Interest

23.1 Warranty

You warrant that, to the best of Your knowledge and belief, after making diligent inquiries at the date of signing the Service Agreement, no Conflict of Interest exists in the performance of Your obligations under the Service Agreement.

23.2 Resolution of Conflict of Interest

If, during the Term, a Conflict of Interest arises, or appears likely to arise, You undertake to notify Us immediately in writing and to take such steps to resolve or otherwise deal with the conflict to Our satisfaction.

23.3 Policy

You must keep and implement a policy about Conflicts of Interest of Your executive officers, employees and volunteers. The policy must include guiding principles and procedures for identifying, declaring and dealing with Conflicts of Interest.

23.4 Record

You must keep a record of each instance of a Conflict of Interest arising in the provision of the Services and how the matter was dealt with.

23.5 Definition

In this clause 23 “**Conflict of Interest**” means having an interest (whether personal, financial or otherwise) which conflicts or which may reasonably be perceived as conflicting with Your ability to perform Your obligations under the Service Agreement fairly and objectively.

OTHER LEGAL MATTERS

24. Subcontracting Services under the Service Agreement

24.1 Consent for subcontracting

- (a) You must not, without Our prior written consent, subcontract the whole, or any part, of Your obligations under the Service Agreement. We will not unreasonably withhold consent.
- (b) We may impose any terms and conditions We think fit when giving approval under this clause 24.1.

24.2 Your obligations

- (a) You are responsible for ensuring the suitability of a Subcontractor and for ensuring that any part

of the Services performed by the subcontractor meets the requirements of the Service Agreement.

- (b) Our consent to any subcontract will not relieve You from any liability or obligation under the Service Agreement.
- (c) You remain liable under the Service Agreement for the acts or omissions of any past Subcontractors as if they were current Subcontractors.
- (d) You must ensure that:
 - (i) any subcontract entered into is consistent with the Service Agreement; and
 - (ii) all subcontractors comply with their sub-contracts and the terms of the Service Agreement as if they were a party to it.

24.3 The Department's rights

We may revoke the approval of a Subcontractor on any reasonable ground at any time.

24.4 Procedure

Upon receipt of a written notice from Us revoking Our approval of a Subcontractor, You will:

- (a) immediately replace the Subcontractor; or
- (b) as soon as practicable, cease using that Subcontractor to perform the Services,

and You agree to release, indemnify and keep indemnified Us for any loss or damage suffered by You, or for any Claim made by You or any other person against Us, whether in respect of Your contract with a Subcontractor or otherwise, arising out of Your compliance with this clause.

24.5 Definition

In this clause 24 a reference to "Subcontractor" includes a reference to an agent, authorised representative or auspice.

25. Governing law

The Service Agreement will be governed by and construed in accordance with the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

26. Compliance

26.1 Right to information

The parties acknowledge that all documents held by Us are subject to the *Right to Information Act 2009*.

27. Waiver

- (a) A waiver by a party of any breach of a provision of the Service Agreement, including a failure to enforce an obligation, is not, and will not be deemed to be, a waiver of any other or subsequent breach.
- (b) Any waiver by Us to You must be in writing and signed by the Chief Executive or an authorised delegate.

28. Dispute resolution

28.1 Dispute resolution under the Service Agreement

- (a) Where You dispute an administrative decision made by Us under the Service Agreement both parties agree to address the dispute using this dispute resolution process.
- (b) Where You dispute a decision made by Us under a provision in the Service Agreement, You may elect to seek a review of the decision using the review process in clause 28.2.
- (c) Both parties agree to initiate discussions with the other party to resolve concerns prior to seeking a review of the decision.
- (d) Whether or not a dispute exists, each party must continue to perform its obligations under the Service Agreement.

28.2 Review of decision

- (a) This review process is not intended as a mechanism for suspending or ceasing the Funding to You.
- (b) Within 20 Business Days after You have been given notice in writing of Our decision in relation to the matter under dispute You can seek a review of the decision by writing to the relevant Departmental Officer.
- (c) Your request for a review of the decision must include:
 - (i) details about the decision to be reviewed;
 - (ii) a written statement outlining Your reasons why a decision should be reviewed;
 - (iii) any evidence to substantiate the request for a review; and
 - (iv) the signature of an accountable officer of Yours.
- (d) Following receipt of a request for a review of a decision from You, We may appoint a reviewing officer. The reviewing officer will be a Department staff member, who is independent from the situation that gave rise to the dispute.
- (e) You will be provided written notification of the outcome of the review within 20 Business Days of Your written request for a review.
- (f) If You do not accept the outcome of the review, You may give written notification to the relevant Departmental Officer:

- (i) within 10 Business Days of receipt of the review outcomes;
 - (ii) providing a statement for further consideration including Your reasons why further consideration is required and any evidence to substantiate the request for further consideration;
 - (iii) under the signature of an accountable officer of Yours.
- (g) The matter will be referred to the relevant appointed officer for final decision. The appointed officer will be a Departmental staff member who is independent from the situation that gave rise to the dispute and who is senior to the reviewing officer.
 - (h) You will be provided written notification of the outcome of the relevant appointed officer's final decision.

28.3 Exceptions to review

- (a) A party does not need to follow the review procedures set out in clauses 28.1 or 28.2 if they are seeking urgent interlocutory relief from a court.
- (b) You cannot seek a review under clauses 28.1 or 28.2 in relation to action We take under clauses 13, 14, 15 or 16.
- (c) Use of the review process in clause 28.2 does not preclude other action being taken in regard to a suspected breach of the Service Agreement.

29. Notices, requests and other communications

29.1 Address for notices

Any notice, request, or other communication to be given or served under the Service Agreement must be in writing and dealt with as follows:

- (a) if given by You to Us, addressed and forwarded to Us to the attention of the Departmental Officer at the address indicated in the Service Agreement, or as otherwise notified in writing by Us; or
- (b) if given by Us to You, forwarded to Your Contact Officer at the address indicated in the Service Agreement (Part C) – Specifications, or otherwise forwarded to You at Your current address.

29.2 Method of delivery

- (a) Any such notice, request, or other communication will be delivered by hand, sent by post, facsimile or electronic mail to the address of the party to which it is sent.
- (b) The parties consent to providing information required under the Service Agreement by way of electronic communication.

29.3 Receipt of notice

- (a) Any notice, request, or other communication will be deemed to be received:

- (i) if delivered by hand, on the date of delivery;
 - (ii) if sent by post within Australia, upon the expiry of two Business Days after the date on which it was sent;
 - (iii) if transmitted by facsimile, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient; and
 - (iv) if transmitted by electronic mail, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.
- (b) A notice to be given or served pursuant to clauses 13, 14, 15, or 16 must not be sent via electronic mail.

30. General Provisions

30.1 Entire agreement

The terms of the agreement between You and Us are those set out in the Service Agreement, and no written or oral agreement, arrangement or understanding made or entered into prior to the Service Commencement Date specified in the Service Agreement will in any way be read or incorporated into the Service Agreement.

30.2 No assignment

You may not assign the Service Agreement or any of the benefits or obligations under the Service Agreement to another party without Our prior written consent.

30.3 Relationship

No agency or legal partnership exists between You and Us and You must not represent Yourself or allow Yourself to be represented as a partner, employee or agent of Us.

30.4 Time

Any act, matter or thing required under the Service Agreement to be done on a day which is not a Business Day must be done on the next succeeding Business Day.

30.5 Survival

The following clauses of this Service Agreement (Part A) – Standard Terms of Funding will survive termination or expiration of the Service Agreement:

- (a) clause 5 – Your reporting obligations;
- (b) clause 7 – Expenditure of Funding;
- (c) clause 18 – Intellectual Property Rights;
- (d) clause 19 – Disclosure of Confidential Information;

- (e) clause 20 – Protection of Personal Information;
- (f) clause 21 – Recordkeeping;
- (g) clause 22 – Insurance and Indemnity; and
- (h) clause 24 – Subcontracting Services under the Service Agreement.

30.6 Further Assurances

The parties agree to do any act and sign any document required to give effect to any provision in the Service Agreement.

31. Intervening Event

- (a) You must notify Us if You are unable to carry out wholly or in part, any of Your obligations under the Service Agreement due to natural disasters, strikes, lockouts, or other industrial disturbances, acts of terror, unavoidable accident, fire, flood, or explosion (an "Intervening Event").
- (b) Your notice to Us must provide the extent to which You expect to be unable to perform or will be delayed in performing the Services.
- (c) You must take all reasonable steps to reduce the effect of the Intervening Event. We acknowledge that the Services may be suspended to the extent that they are affected by the Intervening Event.
- (d) Once the Intervening Event has ended, You must as soon as possible recommence the Services and where possible, carry out all acts which You would have been liable to carry out had the Intervening Event not occurred.

32. Definitions and Interpretation

32.1 Definitions

In the Service Agreement including all parts, unless the contrary intention appears, a word with a defined meaning has the meaning given to that term as follows:

"Approved Financial Institution" means a financial institution registered in Australia and operating as a bank, credit union or building society;

"Business Day" means any day other than a Saturday, Sunday or public holiday in Queensland;

"Claim" includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages and expenses, including those arising out of the terms of any settlement;

"Confidential Information" means information that is by its nature confidential, and:

(a) when We receive it is marked as confidential in nature;

but does not include information which:

(b) is or becomes public knowledge other than by:

(i) breach of the Service Agreement; or

(ii) any other unlawful means;

(c) is in the possession of either of Us without restriction in relation to disclosure before the date of receipt from the other;

(d) has been independently developed or acquired by either of the parties;

(e) is disclosed by compulsion of law, including during testimony before any judicial or quasi-judicial court or tribunal, under court subpoena, parliamentary order or as part of discovery during legal proceedings; or

(f) is required by Queensland Government policy to be disclosed to any government agency, authority, department or to any parliamentary committee;

"Chief Executive" means the Director-General or other person from time to time holding the office of chief executive or having delegated responsibilities under relevant legislation;

"Constitution" means:

(a) a company's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution; or

(b) in relation to any other kind of body:

(i) the body's charter or memorandum; or

(ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members;

"Contact Officer" means the person nominated by You responsible for liaising with the Departmental Officer, as specified in the Service Agreement (Part C) - Specifications, or as otherwise notified in writing by You to Us;

“Date of Commencement” means date of commencement of the Service Agreement as listed in Service Agreement (Part C) – Specifications;

“Date of Expiration” means the date of expiration of the Service Agreement as listed in Service Agreement (Part C) – Specifications;

“Department, Us, We or Our” means the State of Queensland acting through the Department of Justice and Attorney-General or any other department or agency of the Queensland Government responsible for the administration of the Service Agreement;

“Departmental Officer” means the person for the time being holding, occupying, or performing the duties of an officer of the Department, as specified in the Service Agreement (Part C) - Specifications, or any other persons specified by the Chief Executive and notified in writing to You;

“Existing Material” means any information, document, file, record, electronic image, cinematographic film, video, equipment, software or data that has been incorporated in, or supplied as part of Your Material that was either:

- (a) in existence prior to the Service Commencement Date; or
- (b) produced after the Service Commencement Date independently of the Service Agreement.

“Exit Strategy” means the strategy in the Service Agreement (Part C) - Specifications which the parties must follow in order to exit the Service Agreement;

“Extended Program “ means the Victims of Crime Services Funding Extended Program which has allocated funding from 2012-13 to 2015-16 for approved non-government organisations to extend their level of direct services for victims of crime delivered through funding from the Primary Program and any other funding sources;

“Financial Acquittal Report” means a report of Your financial performance relating to the delivery of the Services as outlined in the Service Agreement;

“Funding” means the money which the State may grant to You to deliver the Services inclusive of funding increases that may be provided from time to time;

“Funding Details” means the funding details shown in Item 7 of the Service Agreement (Part C) - Specifications, approved by Us for expenditure of the Funding by You under the Service Agreement;

“GST” means Goods and Services Tax imposed by or through the GST Legislation;

“GST Amount” means the GST payable in respect of a taxable supply under the Service Agreement, calculated at the rate of GST applicable at the time (10% as at the date of the Service Agreement);

“GST Legislation” means *A New Tax System (Goods and Services Tax) Act 1999* and any related tax imposition Act and any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such Acts;

“Intellectual Property Rights” includes copyright except for copyright in “artistic works” as that expression is defined in the *Copyright Act 1968 (Commonwealth)*, rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how), and other rights resulting from the intellectual activity in the industrial, scientific, literary or artistic fields, but does not include Moral Rights;

“Milestone” means an activity, stage and/or timeframe specified in the Service Agreement (Part C) - Specifications;

“Minister” means the Minister who is, from time to time, responsible for the administration of the Victims of Crime Assistance Act 2009;

“Moral Rights” means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968 (Commonwealth)*, and the rights of a similar nature anywhere in the world whether existing before, on or after the commencement of the Service Agreement;

“Our Material” means any information, document, file, record, electronic image, cinematographic film, video, equipment, software or data stored by any means which is given to You by Us for the purposes of providing the Services, including all copies and extracts;

“Performance Review” means gathering and analysing information about the Services in order to assess the extent to which a condition/s of the Service Agreement can be or is being met for the purposes or recommending a course of action to ensure compliance or to seek remedy of any non-compliance.

“Personal Information” means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

“Primary Program” means the Victims of Crime Services Funding Primary Program for which funding has been allocated on an on going basis to approved service providers in years previous to 2013-14 and which has approval for funding from 2013-14 to 2015-16;

“Privacy Notice” means the document which describes how You will deal with any Personal Information provided to You;

“Recipient Created Tax Invoice” has the meaning given under the GST Legislation;

“Review” means gathering and analysing information about the Services, for the purpose of assessing the functioning and effectiveness of one service, any number of services, a service system or program;

“Service Agreement” means the executed agreement entered into by You and Us which details any grant of Funding or assistance by Us to You for the purpose of delivering the Services including the Service Agreement (Part A) - Standard Terms of Funding the applicable Service Agreement (Part B) - Specific Terms of Funding and the applicable Service Agreement (Part C) - Specifications;

“Service Commencement Date” means the date stipulated in the Service Agreement (Part C) – Specifications by which You must commence delivery of the Services;

“Service User” means the client of the Services stated in the Service Agreement (Part C) - Specifications;

“Services” means the services or projects specified in the Service Agreement (Part C) – Specifications that You must provide using the Funding that has been granted;

“Target Group” means those persons or groups of persons stated in the Service Agreement (Part C) - Specifications (if any);

“Taxable Supply” has the meaning given in the GST Legislation;

“Term” means the period of time starting on the Date of Commencement of the Service Agreement, and subject to early termination, ending on the Date of Expiration of the Service Agreement as specified in the Service Agreement (Part C) – Specifications;

“You” and related parts of speech or other grammatical forms means the funded organisation which is a party to the Service Agreement; and

“Your Material” means any information, document, electronic image, cinematographic film, video,

equipment, software or data stored by any means which is created by You or on Your behalf in performing the Services under the Service Agreement.

32.2 Interpretation

Unless the context otherwise requires:

- (a) words indicating the singular include the plural and words indicating gender includes other genders;
- (b) where there is more than one organisation, the obligations of each organisation will be joint and several;
- (c) reference to a person includes an individual and a corporation;
- (d) reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) the headings in the Service Agreement are included for convenience only and do not affect the interpretation of the Service Agreement;
- (f) reference to a clause, paragraph or schedule is reference to a clause, paragraph or schedule of the Service Agreement;
- (g) reference to a document or agreement includes reference to the document or agreement as amended, notated, supplemented, varied or replaced from time to time;
- (h) if the day on or by which anything is to be done under the Service Agreement is not a Business Day, that thing may be done on the next proceeding Business Day;
- (i) a reference to You includes Your administrators, successors and permitted assigns;
- (j) a reference to a government entity (as that term is defined in the *Public Service Act 2008*) in the event that entity is reconstituted or replaced, will be a reference to the entity then carrying out its powers or functions; and
- (k) where there is any inconsistency between these terms and conditions and any Act or Regulation under which a grant is provided, the Act and Regulations shall have precedence.

Service Agreement (Part B) - Specific Terms of Funding

The Department of Communities Service Agreement comprises three sections:

- **Service Agreement (Part A) - Standard Terms of Funding**
- **Service Agreement (Part B) - Specific Terms of Funding**
- **Service Agreement (Part C) – Specifications**

The Service Agreement (Part B) - Specific Terms of Funding was developed to incorporate conditions which apply in situationally specific circumstances e.g. funding under particular program domains.



Queensland
Government

Service Agreement (Part B) - Specific Terms of Funding

For Agreements entered into from 1 January 2013

Table of Contents

1. Compliance	4
2. Protecting users and others from harm	4
3. Quality standards	4
4. Hours of operation and contact arrangements.....	4
5. Dealing with complaints	4
6. Your employees.....	4
7. Financial management.....	5
8. Your audited statements.....	5
9. Performance monitoring.....	6
10. Definitions and Interpretation	6

Background

- A. Funding for the delivery of Services as specified at Service Agreement (Part C) - Specifications is provided through the Victims of Crime Services Funding Primary Program.

1. Compliance

- (a) If the provisions of the *Child Protection Act 1999* or the *Commission for Children and Young People and Child Guardian Act 2000* apply to the activities carried out by You as part of the Services, You must comply with those provisions.
- (b) Legislative requirements contained in the *Commission for Children and Young People and Child Guardian Act 2000* and the *Child Protection Act 1999* override all conditions in the Service Agreement where there may be any conflict.

2. Protecting users and others from harm

You must take reasonable steps to:

- a) if You aware of, or ought reasonably to be aware of, an unacceptable risk of harm— prevent the harm occurring; and
- b) provide support to -
- (i) a person who has been harmed; and
 - (ii) a person who reports harm to the provider.

You must keep a record of each instance of harm or suspected harm, and the action taken by the provider.

3. Quality standards

You must implement any Quality Standards for community services endorsed by the Queensland Government during the course of this Service Agreement.

4. Hours of operation and contact arrangements

You must have hours of operation, and arrangements for contact with users, appropriate for the proper provision of the services required under this services agreement.

5. Dealing with complaints

You must :

- a) keep and implement a document outlining procedures for dealing with complaints about the provided services;
- b) make the procedure available for viewing by a person, if requested by the person.
- c) not discontinue or reduce the services, or otherwise take recrimination, because a person makes a complaint to You about the services.

6. Your employees

You must ensure that:

- (a) Your employees are selected using an open and merit based selection process where reasonable;
- (b) You retain detailed records of Your selection and recruitment processes; and
- (c) You give Us access to Your records relating to selection and recruitment of employees which excludes any identifying details of current or former employees.

7. Financial management

7.1. How You are to manage the Funding

- (a) You must:
 - i) ensure appropriate internal controls are in place to prevent misuse or misappropriation of funding received from the department.
 - ii) maintain separately identifiable ledger accounts to record the income and expenditure of the Funding; and
 - iii) regularly perform bank reconciliations.
- (b) Your Financial Acquittal Reports must be signed and certified as correct by two members of Your executive or committee responsible for Your activities, at least one of whom has not prepared the report.

7.2. Motor vehicle

Where You have purchased a motor vehicle with the Funding:

- (a) We will prepare a bill of sale.
- (b) You must:
 - (i) execute the bill of sale in favour of Us over the motor vehicle, and provide it to Us; and
 - (ii) maintain current insurance cover over the vehicle for its full insurable value, and provide Us with a copy of the certificate of currency if requested by Us.
- (c) We will attend to the registration of the bill of sale as required by Us, including the payment of any registration fees.

8. Your audited statements

- (a) You must provide Us with the following documents, by the dates specified in Item 9 of the Service Agreement Part C- Specifications:
 - (i) an annual audited statement of income and expenditure reporting all items relating to the delivery of the Services; and
 - (ii) a balance sheet or extracts from the balance sheet which disclose details of assets and liabilities pertaining to the Funding (if the Service Agreement (Part C) – Specifications, specifies the format of this balance sheet You will deliver the required information to Us in that format).
- (b) Your audited statements of income and expenditure, balance sheets or extracts from the balance sheet must be certified by an independent qualified accountant who has had no involvement in the preparation of these statements or accounts of Your organisation, is not an employee or a member of Your organisation and who is:
 - (i) registered as a company auditor or a public accountant under Queensland law;
 - (ii) a member of the Institute of Chartered Accountants in Australia or the Australian Society of Certified Practising Accountants; or

- (iii) a person whose accounting qualifications are accepted by Us.
- (c) If You are a local government or a tertiary institution, You may give Us, instead of the requirements set out in this clause 6(a), a statement set out in the format of the Financial Acquittal Report specifying the Funding Details and certified by the chief accounting officer or equivalent.

9. Performance monitoring

- (a) You must submit output and performance reports at the times specified in Items 6.1 and 6.2 of the Service Agreement Part C- Specifications, such reports are to be provided in the format specified by Us.
- (b) In addition to the provision of performance reports participate in a Service Assessment on an annual basis or as otherwise requested by Us.

10. Definitions and Interpretation

"Service Assessment" means an assessment by relevant Departmental officers of Your performance in relation to the Service Agreement.

"harm" means harm, including self-harm, to a person happening in the course of providing services

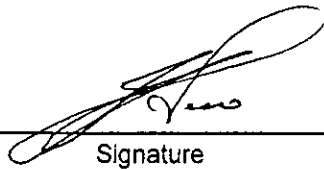
Service Agreement (Part A) - Standard Terms of Funding

The Service Agreement comprises three sections:

- **Service Agreement (Part A) - Standard Terms of Funding**
- **Service Agreement (Part B) - Specific Terms of Funding**
- **Service Agreement (Part C) – Specifications**

EXECUTED as an Agreement

SIGNED by Mr John Sosso, Director-General,
Department of Justice and Attorney-General

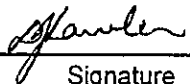
x 
Signature

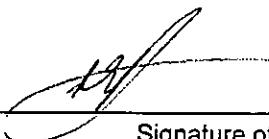
x 
Signature of Witness

x 31.5.2013
Date

x Renee Gallagher
Name of Witness

SIGNED by Ms Debbie Lawler, President for and on
behalf of Queensland Homicide Victims Support
Group Family Support After Murder Inc as its duly
authorised officer:

x 
Signature

x 
Signature of Witness

x 11/6/13.
Date

x Ross THOMPSON
Name of Witness



General purpose expenditure voucher

Mandatory field*

Agency*	Company code*	Invoice date*	Single invoice/credit note number*	Vendor number
DJAG	1002	13/12/2013	20131213	6020914

Section 1: Vendor information

Invoice Credit memo Employee/claimant reimbursement GST registered:* No Yes

Header text

Claimant/vendor name*	Claimant/vendor ABN (if applicable)
Queensland Homicide Victims' Support Group	88536886758

Address of claimant/vendor*	Postcode
PO Box 292 LUTWYCHE QLD	4 0 3 0

Remittance text (this will be displayed in the remittance to the vendor)*

VAQ VOCS Extended Funding Jan-Jun 2014

Return cheque to requestor?

No Yes

Section 2: General ledger information

Payment terms	Payment method	Partner bank type	House bank	Manual cheque number

Electronic upload

Total invoice amount: \$67,100.00

Line*	DR/CR*	GL account code/ asset number*	Amount*	Tax code*	Profit centre Cost centre Internal order WBS element*	Line item text description (this description appears on your financial reports)*
1	DR	640009	\$67,100.00	PG	2001488	QHVSG VOCS Extended Program Jan-June 2014
Total			\$67,100.00	(must equal Invoice amount including GST)		

Please use the (+)(-) buttons to add or remove rows to the table.

[If more than 5 lines are required in the table, please click here.](#)

Section 3: Certifications

Business unit verification*

I certify that the necessary checks have been made to ensure:

- All GL account, cost centre/internal order/profit centre/WBS element & tax codes are correct.
- A valid tax invoice and/or relevant supporting documentation is attached where applicable.
- Goods and services are for official purposes and have been received and accepted condition.
- The invoice has not been previously paid.
- The total calculation for payment on this form equals the value of the invoice including GST and values are arithmetically correct.

Expenditure approval*

I have examined the information provided and approve the expenditure and the codes shown and I hold relevant financial delegation.

Name: David Mackle

Position: Deputy Director-General DAL/level (if applicable): DAL1

Signature: [Handwritten Signature] Date: 16/12/13

Name: Tara Ross Phone number: 07 3109 1935

Position: A/Project Officer

Signature: [Handwritten Signature] Date: 13/12/2013

Please forward completed form to: accounts payableECC@asa.qld.gov.au

QSS use only

SAP user ID	SAP document number	Date entered

Privacy statement
This information being collected in this form is for the purpose of managing the financial accountability relevant to Queensland Government and is authorised under the Financial Accountability Act 2009. Your personal information may be disclosed within the Queensland Government, contracted service providers or financial institutions only as is necessary for the performance of the financial functions performed by these bodies. Your personal details will not be disclosed to any other third party or used for any other purpose without your consent, unless authorised or required to do so by law.



General Purpose Expenditure Voucher

Company Code* Invoice date* Invoice/credit note number* Vendor number* (if known) Mandatory field *

Section A: Vendor Information

Claimant/vendor name* GST registered:* No Yes
 Claimant/vendor ABN (if applicable)

Address of claimant/vendor*
 Country State Postcode

Remittance text (this will be displayed in the remittance to the vendor)*

Claimant (to be signed by employees claiming cost recovery items)
 I certify that the amount detailed above is due and payable to me for goods supplied, services rendered or works as indicated on this form. Is there a fringe benefits tax impact?
 No Yes Please advise your SSP fringe benefits tax unit of this assessment
 Return cheque to requestor?
 No Yes Invoice Attached
 Signature Date Manual Cheque Required

Section B: General Ledger Information

Invoice Type: Invoice DR Credit Note CR
 Payment Terms Payment Method House Bank Partner Bank Type

If the table below is not long enough, please use the attached table Electronic upload

Line	DR/CR*	GL Account Code*	Amount*	Tax Code*	Profit Centre (4) Cost Centre (7) Internal Order(8) WBS Element*	Description* (this description appears on your financial reports - maximum of 50 characters)
1	DR	540009	67,100.00	PG	2001488	QHVSG VOCS Extended Program Jul-Dec 2013
2						
3						
4						
5						
Total			67,100.00	(must equal invoice amount including GST)		

Section C: Certifications

Business unit verification I certify that the necessary checks have been made to ensure that: • all GL account, WBS Element/ internal order/ cost centre/ profit SAP tax codes are correct; • a valid tax invoice is attached where applicable; • goods and services are for official purpose and have been received; • the invoice has not been previously paid; and • the total computed for payment on this form equals the value of the invoice including GST	Expenditure Approval I approve this expenditure from the codes shown above and hold the relevant financial delegation.
Name <input type="text" value="Tara Ross"/> Telephone number <input type="text" value="07 3109 1935"/> Position <input type="text" value="A/Project Officer"/> Signature <input type="text"/> Date <input type="text" value="26.06.2013"/>	Name <input type="text" value="Terry Ryan"/> Position <input type="text" value="Deputy Director-General"/> DAL (if applicable) <input type="text" value="DAL 1"/> Signature <input type="text"/> Date <input type="text" value="30/6/13"/>

Accounts Payable Use Only

Entered by SAP User ID SAP Document number Manual cheque number (if applicable)

Privacy Statement

The information being collected in this form is for the purpose of managing the financial accountability relevant to Queensland Government and is authorised under the *Financial Accountability Act 2009*. Your personal information may be disclosed within the Queensland Government, contracted service providers or financial institutions only as is necessary for the performance of the financial functions performed by these bodies. Your personal details will not be disclosed to any other third party or used for any other purpose without your consent, unless authorised or required to do so by law.

EDOCS
DOC# 2227573

549542/1



**Queensland
Government**

Department of Justice and
Attorney-General
Level 13, State Law Building
50 Ann Street, Brisbane
GPO BOX 149
BRISBANE, QLD, 4001
ABN: 13846673994

RECIPIENT CREATED TAX INVOICE

QUEENSLAND HOMICIDE VICTIMS
SUPPORT GROUP
PO BOX 292
LUTWYCHE QLD 4030

Date issued 04/07/2013
Vendor No. 6020914
Document No. 5300000678
Total Amount \$67,100.00

Enquiries
Contact Person Accounts Receivable Area
Phone Number 07 4057 3394
Fax Number 07 4057 3098
E-mail CNS.ARInvoicing@ssa.qld.gov.au

Vendor ABN 88536686758

DO NOT MAKE ANY PAYMENT TO THE RECIPIENT. GST IS PAYABLE BY THE SUPPLIER TO THE ATO.

Line Item	Description	Base	GST	Total
001	QHVSG VOCS EXTENDED PROGRAM JUL- DEC 2013	61,000.00	6,100.00	67,100.00

TOTAL	61,000.00	6,100.00	67,100.00
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Total Amount Payable excl GST	\$	61,000.00
GST Amount Payable by Supplier	\$	6,100.00
Total Amount Payable Incl GST	\$	67,100.00



Queensland Government

Department of Justice and
Attorney-General
Level 13, State Law Building
50 Ann Street, Brisbane
GPO BOX 149
BRISBANE, QLD, 4001
ABN: 13846673994

RECIPIENT CREATED TAX INVOICE

Date Issued 18/02/2013
Vendor No. 6020914
Document No. 5300000604
Total Amount \$111,100.00

QUEENSLAND HOMICIDE VICTIMS
SUPPORT GROUP
PO BOX 292
LUTWYCHE QLD 4030

Enquiries

Contact Person Accounts Receivable Area
Phone Number 07 4057 3394
Fax Number 07 4057 3098
E-mail CNS.ARInvoicing@ssa.qld.gov.au

Vendor ABN 88536686758

Page 1 of 1

DO NOT MAKE ANY PAYMENT TO THE RECIPIENT. GST IS PAYABLE BY THE SUPPLIER TO THE ATO.

Line Item	Description	Base	GST	Total
001	QHVSG VOCS EXTENDED PROGRAM FEB-JUN 2013	101,000.00	10,100.00	111,100.00
529832				
549542/1				
TOTAL		101,000.00	10,100.00	111,100.00

Total Amount Payable excl GST	\$	101,000.00
GST Amount Payable by Supplier	\$	10,100.00
Total Amount Payable incl GST	\$	111,100.00



The Hon Jarrod Bleijie MP
Attorney-General and Minister for Justice

07 JAN 2013

In reply please quote: 2070624

Level 18 State Law Building
50 Ann Street Brisbane 4000
GPO Box 149 Brisbane
Queensland 4001 Australia
Telephone +61 7 3247 9068
Facsimile +61 7 3221 4352
Email attorney@ministerial.qld.gov.au

Ms Debbie Lawler and Mr Ross Thompson
President and General Manager
Queensland Homicide Victim's Support Group
Family Support After Murder Inc.
PO Box 292
LUTWYCHE QLD 4030

Dear Ms Lawler and Mr Thompson

I am pleased to advise that I have recently approved funding of \$467,000 to deliver the service submitted as your offer under the Victims of Crime Services Funding Extended Program.

This funding will be available from early 2013 through to 30 June 2016 and will be distributed to your organisation for each financial year as follows:

2012-13	2013-14
\$101,000	\$122,000

S73 RTI

I have approved funding to help your organisation expand peer and personal support for families and friends bereaved by an act of homicide in northern and southern Queensland. Services include meetings, court support, provision of information, and referral and linking with appropriate services. Peer support services will be increased with volunteers in regions of Queensland, including Sunshine Coast, Gold Coast, Ipswich, Rockhampton and Cairns.

The payment of this funding is subject to your organisation entering into a Service Agreement with the Department of Justice and Attorney-General. This Service Agreement and associated documentation will outline the terms and conditions of the funding and will be forwarded to you in due course.

I look forward to seeing your staff and the team of trained and supported volunteers being able to extend their support for victims of homicide across regional Queensland so that they can get the support they need to help with their recovery.

If you have any queries, please contact Ms Jenny Edwards, Senior Program Officer, Victim Assist Queensland, on 3006 0229 or at jenny.edwards@justice.qld.gov.au.

I thank you for your interest in the program and for your continued support for victims of crime in Queensland.

Yours sincerely

JARROD BLEIJIE MP
Attorney-General and Minister for Justice

529832/2
FINANCIAL MANAGEMENT
PAYMENTS
VAQ Grants
**DJAG Funding for Queensland
Homicide Victims Support Group**

JAG



529832/2

2/

2 3 8 9 2 5



529832/2

SPEECH NOTES

The Hon. Jarrod Bleijie, MP

**Attorney-General and Minister for Justice
Department of Justice and Attorney-General**

At Event

HOMICIDE AWARENESS DAY

Date: Thursday 2 May 2013

Speaking time: 1:15pm – 1:30pm

Location: King George Square, Brisbane

Run Sheet: Attachment 1

- Thank you Ross it is my pleasure to be here today at the 2013 Queensland Homicide Awareness Day.
- I would also like to acknowledge the many dignitaries and special guests present today:
 - my parliamentary colleague, the Hon. Jack Dempsey, Minister for Police and Community Safety;
 - Mr Ross Thompson, General Manager, Queensland Homicide Victim Support Group;
 - Ms Debbie Lawlor, President, Queensland Homicide Victim Support Group and the other Board members;
 - staff and volunteers of the support group;
 - QHVSG Patron and Queensland Police Commissioner Ian Stewart;
 - Councillor Krista Adams (representing the Lord Mayor Graham Quirk);

- Bruce and Denise Morcombe;
 - Detective Superintendent Brian Wilkins; and
 - welcome to the many representatives from non government and government agencies.
-
- It is pleasing that so many key representatives of support agencies are present today and I acknowledge your commitment to this important day.
 - This presence reinforces the significance of today's event.
 - Homicide is unexpected. Homicide is tragic. Homicide is destructive and it is violent.
 - Homicide leaves behind loved ones. It also leaves behind grief and hurt.
 - Today we acknowledge the effects that homicide has on our community.
 - Queensland Police are vigilant in investigating homicides and I would like to acknowledge

Support for QHVSG Service and its Members

- Importantly, I also acknowledge and commend the vital work that the Queensland Homicide Victims Support Group staff, volunteers and members do to support families dealing with the loss of a loved one.
- The group has been supporting Queenslanders since 1995 and events such as this annual awareness day provide an important opportunity to speak out and highlight the impact of homicide on family, friends and our community.
- In the past five years far too many Queenslanders have had their lives taken.
- Between 2008 and 2012 more than 260 lives were lost.

Support of QHVSG expansion throughout all regions in Queensland

- Earlier this year I was pleased to announce additional funding of \$467,000 over four years for the Queensland Homicide Victim Support Group in addition to annual funding of approximately \$350,000. That funding was

part of an election commitment by the LNP to provide an additional \$2 million over the next four years to improve support for victims of violent crime in Queensland.

- This funding extends the support to be offered to victims of homicide across Queensland.
- I understand that as a result of this funding the Queensland Homicide Victim Support Group has employed a Family Support Coordinator in Cairns to increase its capacity to provide much needed support for victims of homicide in North Queensland. The funding has also made it possible to expand its services in Southern Queensland.
- This badly needed additional support allows the group to do what they do best: support families who have lost loved ones to homicide.

The Importance of QHVSG Court Support Service

- Part of this support includes supporting victims through the criminal justice system and the court process. Being able to talk to a person in the lead up to court to

understand the process and feel supported is just one of the important services provided by the support group's staff and volunteers.

Working collaboratively with legislation changes to support the recovery of families of homicide

- I am committed to working collaboratively with the community and with the Queensland Homicide Victim Support Group to improve justice responses to victims.
- In addition to making an election commitment to increase funding to victims of crime services, we also committed to strengthening the provisions for victims of crime to be heard in the court by allowing them to read aloud victim impact statements.

Victim Impact Statements

- The government is committed to advancing the interests of victims in the criminal justice process. I am pleased today to be able to advise that on 29 November 2012, I introduced the Criminal Law Amendment Bill (No.2) 2012 to Parliament which, among other matters, implements our pre-election commitment to ensure that

victim impact statements be read out in court if the victim wishes.

- This reform aims to complement the current operation of the *Victims of Crime Assistance Act*.
- This Government recognises that a victim impact statement is an important way for a victim to participate in the sentencing process, and that reading aloud a statement can be of therapeutic benefit.
- It will of course remain a matter for the victims as to whether they wish to have their victim impact statement read aloud to the sentencing court.
- The Bill also contains provisions to support the victim during the court process, including:
 - allowing the victim to read their victim impact statement remotely via closed-circuit television;
 - using a screen to obscure the offender from the victim;
 - having a support person present, and
 - permitting the court to be closed while the victim reads aloud their victim impact statement.

Supreme and District Court Transcripts

- This Government also understands the importance for families of victims of homicide of accessing information on the prosecution of an offender.
- This is why changes have been made to the Recording of Evidence Regulation.
- These changes ensure that families of victims of homicide will be able to access a free copy of the transcript of proceedings.
- I am pleased to be able to announce today that the amendment to the Regulation has been passed and victims of crime whose matter has been heard in the Supreme and District court will have access to either a written transcript or an audio file of the proceeding.

Grants for assistance

- As you heard earlier today from the Director of Victim Assist Queensland, Nicola Doumany, Victim Assist is a

central point of contact for victims of crime in Queensland.

- Victim Assist has had, and continues to have, a large role to play in assisting families affected by homicide.
- Since Victim Assist was established within my department in December 2009, grants of over \$8.4 million have been made to family members who have lost a loved one to homicide, to assist with the costs of funerals, medical and counselling expenses, payments for dependants of the deceased and other expenses such as travel to attend court.
- These grants of assistance are not a cure for the pain and suffering experienced.
- They are an avenue for the government to assist survivors in such tragic circumstances.
- The State Government is proud to continue to advance the interests of victims of crime and work collaboratively with key agencies such as the Queensland Homicide Victim Support Group in achieving a fair, safe and just Queensland.

Conclusion

- We are all striving for a Queensland without homicide, but as we know, this is not currently the reality.
- Despite this, it is reassuring to know that we have options such as the Queensland Homicide Victim Support Group and the Government's Victim Assist scheme available to support victims of violent crime and families and friends of victims of homicide.
- Thank you for the invitation to speak today at this important event and my sincere thanks to those present who work with victims of crime on a daily basis.

ENDS



**Queensland
Government**

Department of Justice and
Attorney-General
Level 13, State Law Building
50 Ann Street, Brisbane
GPO BOX 149
BRISBANE, QLD, 4001
ABN: 13846673994

QUEENSLAND HOMICIDE VICTIMS
SUPPORT GROUP
PO BOX 292
LUTWYCHE QLD 4030

Vendor ABN 88536686758

EDOCS

DOC# 2148935

529832/1

**RECIPIENT CREATED
TAX INVOICE**

Date Issued 02/04/2013
Vendor No. 6020914
Document No. 5300000633
Total Amount \$96,450.20

Enquiries

Contact Person Accounts Receivable Area
Phone Number 07 4057 3394
Fax Number 07 4057 3098
E-mail CNS.ARIInvoicing@ssa.qld.gov.au

Page 1 of 1

DO NOT MAKE ANY PAYMENT TO THE RECIPIENT. GST IS PAYABLE BY THE SUPPLIER TO THE ATO.

Line Item	Description	Base	GST	Total
001	QHVSG VOCS FUNDING PROGRAM APR-JUN 2013	87,682.00	8,768.20	96,450.20
TOTAL		87,682.00	8,768.20	96,450.20

Total Amount Payable excl GST \$ 87,682.00
GST Amount Payable by Supplier \$ 8,768.20
Total Amount Payable incl GST \$ 96,450.20

**EDOCS**

DOC# 2147614

529832/1

General Purpose Expenditure Voucher

Company Code*	Invoice date*	Invoice/credit note number*	Vendor number* (if known)	Mandatory field*
1002	26.03.2013	2013032013	6020914	

Section A: Vendor InformationGST registered:* No Yes

Claimant/vendor name*

Claimant/vendor ABN (if applicable)

Queensland Homicide Victims' Support Group

88536686758

Address of claimant/vendor*

PO Box 292

LUTWYCHE

Country Australia

State QLD

Postcode 4030

Remittance text (this will be displayed in the remittance to the vendor)*

VAQ Victims of Crime Services Funding Program - Payment Q4 April-June 2013

Claimant (to be signed by employees claiming cost recovery items)

I certify that the amount detailed above is due and payable to me for goods supplied, services rendered or works as indicated on this form.

Is there a fringe benefits tax impact?

No Yes

Please advise your SSP fringe benefits tax unit of this assessment

Return cheque to requestor?

No Yes Invoice Attached

Signature

Date

Manual Cheque Required **Section B: General Ledger Information**Invoice Type: Invoice DR Credit Note CR

Payment Terms Payment Method House Bank Partner Bank Type

If the table below is not long enough, please use the attached table Electronic upload

Line	DR/CR*	GL Account Code*	Amount*	Tax Code*	Profit Centre (4) Cost Centre (7) Internal Order(8) WBS Element*	Description* (this description appears on your financial reports - maximum of 50 characters)
1	DR	540009	96,450.20	PG	2001488	QHVSG VOCS Funding Program Apr-Jun 2013
2						
3						
4						
5						
Total			96,450.20	(must equal invoice amount including GST)		

Section C: Certifications**Business unit verification**

I certify that the necessary checks have been made to ensure that:

- all GL account, WBS Element/ internal order/ cost centre/ profit SAP tax codes are correct;
- a valid tax invoice is attached where applicable;
- goods and services are for official purpose and have been received;
- the invoice has not been previously paid; and
- the total computed for payment on this form equals the value of the invoice including GST

Name

Jenny Edwards

Telephone number

07 3109 1935

Position

Senior Project Officer

Signature

Date

26/3/2013

Expenditure Approval

I approve this expenditure from the codes shown above and hold the relevant financial delegation.

Name

Terry Ryan

Position

A/Director-General

DAL (if applicable)

DG

Signature

Date

26/3/13

Accounts Payable Use Only

Entered by

SAP User ID

SAP Document number

Manual cheque number (if applicable)

Privacy Statement

The information being collected in this form is for the purpose of managing the financial accountability relevant to Queensland Government and is authorised under the *Financial Accountability Act 2009*. Your personal information may be disclosed within the Queensland Government, contracted service providers or financial institutions only as is necessary for the performance of the financial functions performed by these bodies. Your personal details will not be disclosed to any other third party or used for any other purpose without your consent, unless authorised or required to do so by law.



General purpose expenditure voucher

Mandatory field*

Agency*	Company code*	Invoice date*	Single invoice/credit note number*	Vendor number
DJAG	1002	13/12/2013	20131213	8020914

Section 1: Vendor information

Invoice
 Credit memo
 Employee/claimant reimbursement
 GST registered:*
 No
 Yes

Header text

Claimant/vendor name*	Claimant/vendor ABN (if applicable)
Queensland Homicide Victims' Support Group	88536686758

Address of claimant/vendor*	Postcode
PO Box 292 LUTWYCHE QLD	4 0 3 0

Remittance text (this will be displayed in the remittance to the vendor)*

VAQ VOCS Funding Jan-Jun 2014

Return cheque to requestor?

No
 Yes

Section 2: General ledger information

Payment terms	Payment method	Partner bank type	House bank	Manual cheque number

Electronic upload
 Total invoice amount
\$198,803.00

Line*	DR/CR*	GL account code/ asset number*	Amount*	Tax code*	Profit centre Cost centre Internal order WBS element*	Line item text description (this description appears on your financial reports)*
1	DR	540009	\$198,803.00	PG	2001488	QHVSG VOCS Primary Program Jan-June 2014
Total			\$198,803.00	(must equal invoice amount including GST)		

Please use the (+)(-) buttons to add or remove rows to the table.

If more than 6 lines are required in the table please click here:

Section 3: Certifications

Business unit verification*

I certify that the necessary checks have been made to ensure:

- All GL account, cost centre/internal order/profit centre/WBS element & tax codes are correct.
- A valid tax invoice and/or relevant supporting documentation is attached where applicable.
- Goods and services are for official purposes and have been received and accepted condition.
- The invoice has not been previously paid.
- The total calculation for payment on this form equals the value of the invoice including GST and values are arithmetically correct.

Expenditure approval*

I have examined the information provided and approve the expenditure and the codes shown and I hold relevant financial delegation.

Name

David Mackle

Position	DAL/level (if applicable)
Deputy Director-General	DAL1

Signature	Date
	13/12/13

Name	Phone number
Tara Ross	07 3109 1935

Position

A/Project Officer

Signature	Date
	13/12/2013

Please forward completed form to:
accountspayableECC@ssa.qld.gov.au

QSS use only

SAP user ID	SAP document number	Date entered

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