

**Management Services Agreement – Terms of Engagement  
 Volunteer Management Activity FY22-26 one-off funding**

1. The **Principal** is Volunteering Victoria, the volunteering peak body that facilitates Volunteer Management Activities across Victoria.
2. The Principal has requested that the Contractor provide the **Services**.
3. The **Contractor** is the **Consortium Lead** responsible for managing the Consortium that has agreed to provide the Services on the terms and conditions set out in this agreement.
4. This agreement is comprised of and is to be read subject to the below schedule (**Reference Schedule**), the terms and conditions from clauses 1 to 16 inclusive, and any Annexures to this agreement (which includes the Statement of Work) as agreed in writing between the parties from time to time.
5. Source of funds is predominantly Commonwealth Department of Social Services Volunteer Management Activity Grants. Projects are subject to continued funding via those grants.

**Reference Schedule**

<b>Date</b>	1 July 2022
<b>Principal</b>	Name: Volunteering Victoria Inc ABN: 79 378 017 212 Contact: Scott Miller Address: c/- Our Community House 552 Victoria St, North Melbourne, 3051 Phone: 0477 700 806 Email: scott@volunteeringvictoria.org.au
<b>Contractor</b>	Name: ABN: Contact: Address: Phone: Email:
<b>Payment Terms</b>	Payments will be made in accordance with the reporting schedule and payment terms outlined in the Statement of Works.
<b>Commencement Date</b>	1 July 2022
<b>Termination Date</b>	30 June 2026
<b>Reports</b>	Reports as set out in the Statement of Works.
<b>Special conditions</b>	The Contractor is reporting on behalf of the Consortium and is responsible for ensuring the Consortium meets the

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	requirements set out in the Statement of Works and Activity Workplan. All consortium partners are required to sign a Memorandum of Understanding prepared by the Consortium Lead and sign routine progress reports and major deliverables. Responsibility for managing the Consortium and providing all deliverables and reports to the Principal lies with the Contractor.
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## Terms and conditions

### Operative provisions

The parties agree on the following terms and conditions:

## 1 Definitions and interpretation

### 1.1 Definitions

The following definitions apply unless the context requires otherwise:

**Additional Services** means any services which are outside the scope of the Services required to be provided by the Contractor under the relevant Statement of Works and which the Contractor has agreed to provide in accordance with clause 3.2.

**Authorisation** means:

- (a) any consent, registration, filing, agreement, notarisation, certificate, license, approval, permit, authority or exemption from, by, or with a competent Governmental Agency; and
- (b) any consent or authorisation regarded as given by a Governmental Agency due to the expiration of the period specified by statute within which the Governmental Agency should have acted if it wished to prohibit or limit anything already lodged, registered or notified under that statute.

**Authorised Persons** means in relation to a party:

- (a) the directors, secretary or any other person appointed to act as an authorised officer of that party;
- (b) the authorised employees of that party;
- (c) the legal, financial and other advisers of that party; and
- (d) the respective officers and employees of those legal, financial and other advisers.

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**Business Day** means any day other than a Saturday or Sunday or a public holiday in Melbourne, Victoria.

**Commencement Date** means the commencement date stated in the Reference Schedule.

**Confidential Information** means:

- (a) all information designated as confidential by the Disclosing Party; or
- (b) information disclosed to or acquired by the Receiving Party or the Receiving Party's Authorised Persons from the Disclosing Party or a person on behalf of the Disclosing Party,
  - (i) before, during or after the date of this agreement, whether orally, in writing or in electronic or machine readable form but does not include Information that:
  - (ii) the Receiving Party can prove by contemporaneous written documentation was in the lawful possession of the Receiving Party before the Disclosing Party had any dealings with the Receiving Party or was independently generated by the Receiving Party or on its behalf;
  - (iii) is in the public domain otherwise than as a result of a breach of this agreement or any other obligation of confidentiality owed to the Disclosing Party; or
  - (iv) was legally and properly obtained by the Receiving Party from any other source without restriction on further disclosure.

**Consortium** means the service provider or service providers which, as a joint venture, constitute the successful bid to deliver the Services under this Agreement. No entity or service provider shall be taken to form part of the Consortium without the express prior written agreement of the Principal.

**Consortium Lead** means the Contractor in its capacity as representative and manager of the Consortium.

**Contractor** means the party named in the Reference Schedule as Contractor.

**Contractor IP** means all Intellectual Property Rights owned by or licensed to the Contractor independently of this agreement.

**Disclosing Party** means the party disclosing Confidential Information to the other party.

**Force Majeure Event** means the occurrence of an event or circumstances beyond the reasonable control of the party affected by it, including war (declared or undeclared), civil commotion, military action, or an act of sabotage, strike, lockout or industrial action, storm, tempest, fire, flood, earthquake or other natural calamity or an ongoing internet or telecommunications outage or impairment.

**Governmental Agency** means any government or any semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

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**GST** means goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST law or otherwise on a supply.

**GST Law** means the same as in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**Insolvency Event** includes:

- (a) in relation to a natural person, becoming bankrupt, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing his/her own affairs or being able to pay his/her debts when due;
- (b) in relation to a corporation, failing to comply with a statutory demand, becoming subject to receivership, winding up proceedings, having a controller or analogous person appointed to its affairs, entering into a compromise or arrangement with its creditors or unable to pay its debts when due.

**Insurances** means those insurance policies set out in the Statement of Work.

**Intellectual Property Rights** means all present and future rights conferred by statute, common law or equity in relation to copyright, trade marks, designs, patents, business and domain names, inventions and trade secrets and Confidential Information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether registrable, registered or patentable.

These rights include:

- (a) all rights in all applications to register those rights;
- (b) all renewals and extensions of these rights; and
- (c) all rights in the nature of these rights, including moral rights.

**Invoice** means a tax invoice under the GST Law.

**Loss or Claim** means, in relation to any person, a damage, loss, cost, expense or liability incurred by the person or a claim, proceeding or demand made against the person, however arising and whether present or future, fixed or unascertained, actual or contingent.

**Moral Rights** means any moral rights including the rights described in Article 6b of the *Berne Convention for Protection of Literary and Artistic Works 1886* (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any statute (including the *Copyright Act 1968 (Cth)* or any other Law of the Commonwealth of Australia), that exist or that may come to exist, anywhere in the world.

**Personal Information** has the meaning given in the Privacy Act.

**Personnel** means in relation to a party, any person who is an employee, officer, agent, subcontractor or professional adviser of that party.

**Principal** means the party named in the Reference Schedule as Principal.

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**Principal IP** means all Intellectual Property Rights owned by or licensed to the Principal independently of this agreement.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Service IP** means all Intellectual Property Rights in any works or materials created in the course of performing the Services, including any analyses, compilations, studies, templates or other documents prepared by the Contractor for or on behalf of the Principal (and excludes the Contractor IP and the Principal IP).

**Receiving Party** means the party receiving the Confidential Information from the other party.

**Schedule** means a schedule to this document.

**Service Fees** means the fees stated in in the relevant Statement of Work.

**Service Levels** means the service levels at which the Contractor is required to provide and maintain the Services, as set out in the applicable Statement of Work.

**Services** means the Services stated in the Statement of Work.

**Statement of Work** means a statement of work in the form or substantially in the form of Annexure A.

**Statement of Work Commencement Date** means the commencement date of the Services set out in the Statement of Work.

**Statement of Work Expiry Date** means the date of completion of the Services set out in the Statement of Work.

**Supply** means the same as in the GST Law.

**Taxable Supply** means the same as in the GST Law.

**Term** has the meaning given to it in clause 2.1.

**Termination Date** means the termination date stated in the Reference Schedule.

## 1.2 Interpretation

In this agreement, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect the interpretation of this agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) a reference to one gender includes the other genders;

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- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
  - (e) a reference to a document or agreement, or a provision of a document or agreement is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (f) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
  - (g) a reference to a clause in a clause is a reference to a clause in that clause unless specified otherwise;
  - (h) a reference to a party to a document includes that party's successors and permitted assigns;
  - (i) a reference to 'dollars' and \$ is to Australian currency;
  - (j) where a reference is made to a person, body or authority such reference shall, if the persons, body or authority has ceased to exist, be deemed to refer to the person, body or authority as then serves substantially the same objects as the person, body or authority; and
  - (k) if an example is given of anything (including a right, obligation or concept), such as saying it includes something else, the example does not limit the scope of that thing.

## **2 Term and Statement of Work**

### **2.1 Term of agreement**

- (a) The rights and obligations of the parties under this agreement will commence on the Commencement Date and continue for the Term until the Termination Date subject to the terms and conditions of this agreement.
- (b) After the expiration of the Term, the agreement will continue until this agreement is terminated by one month's written notice from one party to the other.

### **2.2 Term of Statement of Work**

A Statement of Work commences on the Statement of Work Commencement Date and will expire on the Statement of Work Expiration Date as provided for in the Statement of Work, unless the Statement of Work is:

- (a) terminated earlier under this agreement or at law; or

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- (b) extended by written agreement between the parties,  
(Service Period).

## **2.3 Entry into Statements of Work**

From time to time, the parties may agree to enter into a Statement of Work for particular Services to be supplied by the Contractor. Each Statement of Work must be in the form, or substantially in the form, of the template in Annexure A.

## **2.4 Costs of Statement of Work**

Each party:

- (a) must act reasonably in preparing, negotiating and finalising each Statement of Work; and
- (b) must bear its own costs for preparing, negotiating, and finalising each Statement of Work.

# **3 Services**

## **3.1 Provision of Services**

- (a) During the relevant Service Period, the Contractor must provide the Services to the Principal set out in the relevant Statement of Work;
- (b) Subject to clause 3.2(a), the scope of the Services required to be provided by the Contractor under a Statement of Work will be limited to the specific services set out in a Statement of Work.
- (c) The Contractor must complete all work within the timeframes set out in the Statement of Work.
- (d) Subject to a satisfactory Memorandum of Understanding (MoU) between the Consortium outlining the responsibilities and obligations of Consortium members, it is agreed that the Contractor may assign or delegate aspects of the Services (and any Additional Services) to members of the Consortium. The Contractor may not outsource or delegate delivery of Services (including Additional Services) to any party which is not a member of the Consortium approved by the Principal.
- (e) The Contractor shall at all times remain responsible for all obligations relating to the delivery of the Services (including any Additional Services) as set out in this Agreement including without limitation reporting obligations, and the Principal shall not be required to engage with any party other than the Contractor in relation to the delivery of the services or payment of Service Fees.

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### **3.2 Additional Services**

- (a) Upon agreement between the Principal and the Contractor, the Contractor may provide Additional Services in connection with a Statement of Work.
- (b) Unless otherwise agreed by the parties in writing, any Additional Services will be provided on the terms and conditions of the relevant Statement of Work, provided that the fees payable by the Principal for such Additional Services will be the fees agreed to in writing between the Contractor and the Principal.

### **3.3 Termination of Services**

- (a) The delivery of the Services and payment of Service Fees is always subject to and contingent upon the receipt by the Principal of funding relating to the projects outlined in the Statement of Works.
- (b) If for any reason the Principal ceases to be entitled to receive funding for the projects, it may, by written notice to the Contractor, terminate this Agreement and no Service Fees will be payable for any Services (including Additional Services) which are yet to be delivered by the Contractor as at the date of giving notice ("Termination Notice").
- (c) The Contractor must, upon the receipt of a Termination Notice, arrange that any further expenditure by the Consortium in respect of Services be wound down.
- (d) Any Services which have been completely delivered (including the provision of satisfactory reports and invoices to the Principal) as at the date of a Termination Notice will entitle the Contractor to the relevant Service Fee, which must be paid in accordance with the Statement of Work.
- (e) Where expenditure and commitments have at the date of a Termination Notice already been made by or on behalf of the Contractor, a fair adjustment will be made by the Principal in consideration of those arrangements, provided that there will be no provision for any ongoing salary and on-costs past the date of the Termination Notice.

## **4 General obligations**

### **4.1 Non-exclusive**

The Principal appoints the Contractor to provide the Services on a non-exclusive basis.

### **4.2 Request for Services**

Where the Principal has requested Services and the Contractor has agreed to perform those Services, the parties will execute a Statement of Work which may be:

- (a) signed by any person notified as their authorised representative to the other party in writing for the purposes of signing a Statement of Work on behalf of that party; and



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- (b) subsequently varied following the parties' written agreement, by any person identified in clause 4.2(a) (including as to the nature of those Services, and the period during which the Services will be provided).

#### **4.3 Provision of Services**

- (a) Where a Statement of Work is executed by the parties and subject to any variation of it under clause 4.2(b), then:
- (i) the Statement of Work forms part of this agreement; and
  - (ii) the Principal must pay the Service Fees to the Contractor in accordance with the payment schedule set out in the Statement of Work;
- (b) the Contractor must provide the Services specified in that Statement of Work:
- (i) according to any standards or technical requirements specified in the Statement of Work;
  - (ii) so as to achieve the outcomes specified in the Statement of Work; and
  - (iii) otherwise on the terms and conditions of this agreement.

#### **4.4 Statement of Work Specific Details**

A Statement of Work must include sufficient detail to appropriately inform or address:

- (a) any agreed Outcome for that Statement of Work;
- (b) Service Fees and charges, including:
  - (i) payment structures; and
  - (ii) specific invoicing requirements;
- (c) Service Levels specific to the Statement of Work; and
- (d) governance and reporting requirements specific to the Statement of Work (if applicable).

#### **4.5 Reporting**

The Contractor must provide such written reports in relation to the Services as:

- set out in the Reference Schedule and the relevant Statement of Work
- additional reporting required in-order to meet government reporting requirements
- agreed in writing between the parties from time to time.

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## 5 Contractor's obligations

### 5.1 General obligations

The Contractor must:

- (a) perform the Services using reasonable skill and care;
- (b) ensure its obligations are performed by suitably qualified and experienced personnel;
- (c) use reasonable efforts to meet or exceed the Service Levels;
- (d) notify the Principal immediately of any material difficulties encountered by it in relation to the provision of the Services; and
- (e) ensure that the provision of the Services by the Contractor complies with all applicable laws and regulations.

### 5.2 Assistance with obligations

The Contractor must promptly provide reasonable assistance to the Principal upon demand and without delay to enable the Principal to comply with its obligations under this agreement in relation to the Services, including providing information in relation to the Services.

### 5.3 Authorisations

- (a) The Contractor must, at its cost, obtain and maintain all Authorisations which are necessary for the Contractor to be able to provide the Services to the Principal under this agreement.
- (b) The Contractor must provide to the Principal, upon request, evidence of such Authorisations.

### 5.4 Other obligations

The Contractor must comply with any special conditions set out in the Reference Schedule.

### 5.5 Contractor information

- (a) The Contractor warrants that, unless otherwise explicitly specified in writing, all information and documentation provided by the Contractor (**Contractor Information**) is complete, correct and accurate and can be relied upon in full without any further analysis.
- (b) The Contractor expressly acknowledges that the Principal accepts no responsibility for the accuracy or completeness of Contractor Information.
- (c) If the Principal identifies any deficiencies in the Contractor Information, the Principal will promptly notify the Contractor.

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## 5.6 Privacy and security

- (a) Where the Contractor is in possession of, or otherwise has access to, Personal Information received from the Principal, the Contractor must:
  - (i) comply with the Privacy Act in relation to all collection, use or disclosure of such Personal Information by the Contractor;
  - (ii) only use Personal Information for the purposes for which it was provided to the Contractor, or as permitted by law;
  - (iii) ensure that it only allows access to such Personal Information to its employees, agents, contractors, or other representatives as is necessary for the Contractor to comply with its obligations under this agreement;
  - (iv) notify the Principal immediately if it becomes aware that any disclosure or use of such Personal Information by the Contractor or its employees, agents, contractors, or other representatives may have been made in contravention of the Privacy Act or this agreement; and
  - (v) not do or omit to do anything that would cause the Principal to breach any Privacy Law.
- (b) The Contractor:
  - (i) acknowledges that it is responsible for the security of the Personal Information it holds under this agreement and that it must take reasonable steps to protect the Personal Information from misuse, loss, destruction, corruption, unauthorised alteration, modification, processing or disclosure; and
  - (ii) must periodically test and re-evaluate the effectiveness of its Personal Information protection / security measures
- (c) Once the Personal Information is no longer required by the Contractor to perform its obligations under this agreement, but in any event no later than 30 days after the termination or expiry of this agreement, the Contractor must destroy all Personal Information held by the Contractor.
- (d) The Contractor must at all times have an up to date, written privacy policy that is compliant with the Privacy Laws and otherwise in a form acceptable to the Principal.

## 6 Mutual obligations

### 6.1 Operational Cooperation

- (a) Each party must act in good faith and reasonable cooperation in relation to this agreement.

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- (b) Without limiting clause 6.1(a), each Party must:
- (i) be reasonably available to enable scheduling of meetings and site visits (if deemed necessary);
  - (ii) promptly return calls and respond to correspondence;
  - (iii) make available to the other party required information or resources necessary to complete the Services in a timely manner; and
  - (iv) keep the other party fully informed of all matters relevant to their obligations under this agreement.

## **6.2 Workplace Health and Safety**

- (a) Each party must provide and maintain, so far as is practicable, a safe and healthy working environment for the other party's employees and contractors, when hosted at their premises.
- (b) Each party must (and must ensure that their Personnel must) at all times identify and exercise all necessary precautions for the health and safety of all persons who may be affected by the performance of this agreement.

## **7 Service Fees and disbursements**

### **7.1 Service Fees**

In consideration of the Contractor providing the Services to the Principal pursuant to this agreement, the Principal must pay to the Contractor the Service Fees as determined in accordance with the Reference Schedule and the relevant Statement of Work.

### **7.2 Review of Service Fees**

The Principal may review Service Fees every six months from the Commencement Date and provide at least 60 days prior written notice to the Contractor of the amended Service Fees. If the Contractor does not agree to the amended Service Fees, the Contractor may terminate this agreement by giving no less than 60 days' notice in writing. Any adjustments will not apply to a Statement of Work if the Statement of Work has fixed fee pricing.

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## **8 GST**

### **8.1 Application of clause**

This clause applies if any Supply by the Contractor to the Principal under this agreement is a Taxable Supply.

### **8.2 Consideration does not include GST**

The consideration for any supply made under or in connection with a Statement of Work does not include an amount for GST, unless it is expressly stated in a Statement of Work to be inclusive of GST.

### **8.3 Reimbursement or indemnity payments**

If a party is required under a Statement of Work to reimburse or indemnify another party for any amount incurred by the other party, the amount to be reimbursed or paid by the party will be the amount incurred reduced by an amount equal to any input tax credit that the other party or its representative member is entitled to claim for the amount incurred and increased by the amount of any GST payable in respect of the reimbursement or payment.

### **8.4 Right to pass on GST**

The Contractor must issue an Invoice or Invoices to the Principal for the amount of GST referable to any Taxable Supply, such amount to be calculated by multiplying the Value of the Taxable Supply by the rate of the GST.

### **8.5 Payment of GST**

In addition to the other consideration payable by the Principal to the Contractor, the Principal must pay the amount of GST specified in an Invoice under clause 8.4 (without deduction or set-off of any other amount) to the Contractor at the same time as the other consideration under this agreement is payable. GST shall be payable by the Principal to the Contractor on the same basis as the other consideration payable by the Principal under this agreement.

## **9 Risk and Insurance**

- (a) The Contractor must, subject to any alternative provision set out in the Statement of Work, hold and maintain throughout the provision of the Services, professional indemnity and public liability insurance of at least \$20 million for any one claim and an annual aggregate of \$20 million.
- (b) At the Commencement Date the Contractor must provide to the Principal copies of certificates of currency in relation to insurances under this clause 9.

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## 10 Liability and indemnity

### 10.1 Indemnity

Subject to clause 10.4 the Contractor is responsible for and shall indemnify, hold harmless and defend the Principal and its Personnel from and against all Losses caused by:

- (a) any breach by the Contractor of clauses 5.6, 11 or 12; and
- (b) any material inaccuracy in or omission from Contractor Information provided by or on behalf of the Contractor to the Principal.

### 10.2 Limitation of liability

To the fullest extent permitted by law, the Principal's maximum aggregate liability for any Loss, however caused, suffered by the Contractor, its directors, officers, employees and contractors in connection with this agreement or the Contractor's access to or use of the Principal IP and Service IP is limited to ***the total amount of the Service Fees paid or payable by the Principal under this agreement.***

### 10.3 Consequential loss

Each party excludes all Liability to the other party for indirect and consequential loss or damage, loss of profit (whether direct, indirect, anticipated or otherwise), loss of expected savings, opportunity costs and damage to reputation in contract, tort (including negligence), under statute or otherwise arising from or related in any way to this agreement, or its subject matter.

### 10.4 Reduction in liability

To the extent permitted by law, the Principal's liability to the Contractor under or in connection with a Statement of Work will be reduced proportionately to the extent, if any, to which any acts or omissions of the Contractor have caused or contributed to the relevant Loss suffered or incurred by the Contractor.

### 10.5 GST

Any payment under this clause 10 shall be increased by the amount of any GST payable in respect of that payment. The amount of any payment made under this indemnity shall be reduced by the amount of any input tax credit that the indemnified party is entitled to claim in respect of any cost or expense.

### 10.6 Continuance

This clause 10 shall survive the termination of this agreement.

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## **11 Confidentiality**

### **11.1 Obligation of confidence**

The Receiving Party must:

- (a) maintain the confidential nature of the Confidential Information of the Disclosing Party;
- (b) not disclose, publish, part with the possession of or otherwise provide any Confidential Information of the Disclosing Party to any person except under clauses 11.2, 11.3 and 11.4 or with the prior written consent of the Disclosing Party;
- (c) use the Confidential Information of the Disclosing Party or any part of it only for or in connection with the Permitted Use;
- (d) not use the Confidential Information of the Disclosing Party for the Receiving Party's own or another's advantage, or to the competitive disadvantage of the Disclosing Party; and
- (e) not copy or duplicate or allow the copying or duplication of any Confidential Information of the Disclosing Party except for the Permitted Use.

### **11.2 Disclosure to Authorised Persons**

The Receiving Party may disclose Confidential Information of the Disclosing Party to an Authorised Person of the Receiving Party provided that:

- (a) the Authorised Person has a need to know for the Permitted Use and then only to the extent that the Authorised Person has a need to know;
- (b) before disclosure, the Receiving Party has notified the Disclosing Party in writing of the name of the Authorised Person, the nature and extent of the Confidential Information to be disclosed and any other particulars as may be reasonably required by the Disclosing Party;
- (c) before disclosure, the Receiving Party has made the Authorised Person fully aware of the confidential nature of the Confidential Information and the terms of this agreement; and
- (d) if requested by the Disclosing Party, the Receiving Party ensures that the Authorised Person signs a confidentiality undertaking containing confidentiality obligations that are substantially the same as those imposed on the Receiving Party by this agreement.

### **11.3 Permitted disclosure**

The obligations in clause 11.1 do not apply where the Receiving Party is required by law to disclose specific Confidential Information of the Disclosing Party provided that the Receiving Party must give the Disclosing Party reasonable prior notice (if possible) of any

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proposed disclosure of Confidential Information including the form and content of the disclosure to be made.

#### **11.4 Receiving Party's obligations**

If the Receiving Party discloses Confidential Information to any person, including an Authorised Person, the Receiving Party must ensure that the person receiving the Confidential Information:

- (a) maintains its confidential nature and complies with the terms of this agreement as if that person were the Receiving Party; and
- (b) does not do or omit to do anything that, if done by the Receiving Party, would constitute a breach of this deed.; and
- (c) does not do or omit to do anything that would cause that person to be in breach of the undertaking required to be entered into under clause 11.2(d).

#### **11.5 Return of Confidential Information**

Upon the expiration or termination of this agreement, the Receiving Party must (at the option of the Disclosing Party) either destroy or return to the Disclosing Party the Confidential Information of the Disclosing Party, provided that the Receiving Party may retain one copy solely for the purposes of governance, regulatory compliance or for insurance and claims management purposes.

#### **11.6 Continuing obligations of confidentiality**

The confidentiality obligations of each party under this clause 11 shall commence from the date of execution of this agreement by the parties and continue for at least six years thereafter.

### **12 Intellectual property**

#### **12.1 Principal IP**

- (a) The parties acknowledge that the Principal is, and remains at all times, the owner of the Intellectual Property Rights in and in relation to the Principal IP and any modification, enhancement or derivative of the Principal IP.
- (b) The Principal grants to the Contractor a non-exclusive, non-transferable licence to use the Intellectual Property Rights referred to in clause 12.1(a) for purposes of providing the Services during the Term.
- (c) For the avoidance of doubt, this clause 12.1 means that the trade marks, copyright materials and confidential information provided by the Principal, and any derivations thereof, may be used by the Contractor for the purpose of delivering the Services, but must be returned to the Principal at the conclusion of the Term and not further used by the Contractor.



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## **12.2 Contractor IP**

- (a) The parties acknowledge that the Contractor is, and remains at all times, the owner of the Intellectual Property Rights in and in relation to the Contractor IP and any modification, enhancement or derivative of the Contractor IP.
- (b) The Contractor grants to the Principal a non-exclusive, transferable, perpetual and irrevocable licence to use the Intellectual Property Rights referred to in clause 12.2(a) for purposes of receiving the benefit of the Services and using the Service IP.
- (c) Before using any Contractor IP to perform the Services, the Contractor must use its best endeavours to identify that Contractor IP to the Principal.
- (d) For the avoidance of doubt, this clause 12.2 means that the trade marks, copyright materials and confidential information provided by the Contractor (and identified as such by the Contractor) may be used by the Principal for the purpose of delivering the Services, but must be returned to the Contractor at the conclusion of the Term and not further used by the Principal.

## **12.3 Service IP**

- (a) Subject to clauses 12.1 and 12.2, the Contractor assigns, and upon creation will assign all Service IP to the Principal.
- (b) The Principal hereby grants to the Contractor a non-transferrable licence to use the Service IP for purposes of providing the Services during the Term.
- (c) For the avoidance of doubt, this clause 12.3 means that trade marks, copyright materials and confidential information created or developed in relation to the delivery of the Services under this Agreement may be used by the Contractor for the purpose of delivering the Services, but will vest in the Principal and must be returned to the Principal at the conclusion of the Term and not further used by the Contractor (without the express agreement of the Principal),
- (d) The Principal commits to making the Service IP available for use by any participant in the Volunteering Management Activity Program for the purposes of promoting volunteering within Australia on a not-for-profit basis.

## **12.4 Moral rights**

To the extent that the Contractor is entitled to assert any Moral Rights in relation to any Services under this agreement, the Contractor consents and waives the Principal to do any act or omit to act in any way relating to that Service that would otherwise infringe that person's Moral Rights.

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## 13 Representations and warranties

- (a) Each party acknowledges that the provisions contained in this clause 13 are regarded as material by the other party and that the other party is relying upon the representations made in this agreement, in entering into this agreement.
- (b) Each party makes the following representations and warranties:
  - (i) it is a validly incorporated body corporate;
  - (ii) it has the power to enter into and perform its obligations under this agreement;
  - (iii) it has taken all necessary action to authorise the entry into and performance of this agreement; and
  - (iv) the execution and performance by it of this agreement does not, to the best of its knowledge and belief, breach in any material respect a provision of:
    - (A) a law or treaty or a judgment, ruling, order or decree of a Government Agency binding on it;
    - (B) any other document or agreement which is binding on it or its assets; or
    - (C) any existing contractual obligations with any other party.
- (c) The Contractor warrants to the Principal that the Services:
  - (i) will be fit and sufficient for the purpose(s) for which they were expressly made known to the Principal or could reasonably be inferred by it; and
  - (ii) will not, and their use by the Principal will not, infringe the Intellectual Property Rights of any person.

## 14 Dispute Resolution

### 14.1 Dispute

If any dispute or difference arises between the parties, then such dispute or difference will, unless resolved within thirty (30) Business Days of the date upon which notice of the dispute or difference is given by a party, be submitted to mediation in accordance with clause 14.2.

### 14.2 Mediation procedure

The mediation procedure will be as follows:

- 
- (a) a party may start mediation by serving a mediation notice on the other party within 10 Business Days of the expiration of the thirty (30) Business Day period referred to in clause 14.1;
  - (b) the notice must state that a dispute has arisen and identify the nature of the dispute;
  - (c) the parties must jointly appoint a mediator and, if the parties fail to agree on the appointment within five Business Days of service of the mediation notice under clause 14.2(a), either party may apply to the Resolution Institute (ACN 008 651 232) to appoint a mediator;
  - (d) once the mediator has accepted the appointment the parties must comply with the mediator's instructions;
  - (e) the mediation will be held in Melbourne, VIC, Australia in accordance with the mediation rules of the Resolution Institute (ACN 008 651 232); and
  - (f) if the dispute is not resolved within 20 Business Days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.

#### **14.3 Mediation costs**

The mediator may fix the costs for mediation which must be paid equally by the parties.

#### **14.4 Terms of settlement**

If the dispute is settled, all parties must sign the terms of agreement on which the dispute is settled, and these terms are binding on the parties.

#### **14.5 Confidentiality**

The mediation is confidential, and statements made by the mediator or the parties and discussions between the parties to the mediation before after or during the mediation, cannot be used in legal proceedings.

#### **14.6 Injunctive relief**

This clause is without prejudice to or limitation to the rights of a party to seek urgent injunctive relief against the other party at any time.

### **15 Termination**

- (a) Any one or more of the following events is a default (**Default**):
  - (i) either party breaches any of its obligations under this agreement and fails to remedy the breach within fourteen (14) days of written notice being given by the other party requiring that the breach be remedied or such longer period as agreed;

- 
- (ii) a party suffers an Insolvency Event and the other party is permitted by the laws relating to ipso facto to terminate this agreement; and
  - (iii) any representation or warranty made by a party in this agreement, is or proves to have been incorrect in any material respect when made.
- (b) Either party may terminate this agreement or any Statement of Work by giving written notice to the other party if the other party commits a Default or is the subject of an Insolvency Event.
- (c) Upon termination of this agreement:
- (i) the Principal must immediately pay to the Contractor all Fees, expenses, or other sums payable to the Contractor under the Statement of Work which have accrued or are payable as at the date of termination or expiry; and
  - (ii) the Contractor must repay to the Principal any Services Fees paid for Services that have not been delivered as determined by the Principal;
  - (iii) if the Contractor disputes the determination of the Principal, the Contractor may submit an acquittal outlining the Services the Contractor asserts have been completely delivered and its submissions as to any liability for repayment;
  - (iv) The Principal must consider any submission received from the Contractor in good faith and make a final determination on any repayment of Services Fees;
  - (v) The Principal will not be liable for any overspend in the provision of Services by or on behalf of the Contractor;
  - (vi) Any obligation to repay Service Fees may not be waived by the Principal without the express approval of the Commonwealth.
- (d) Termination or expiry of this agreement or any Statement of Work or this agreement does not affect any accrued rights or remedies of any party.
- (e) Termination of a Statement of Work will not result in termination of other Statements of Work (unless a party has a right under this agreement or a Statement of Work to also terminate such other Statements of Work). Termination of this agreement will also not impact on or result in termination of a Statement of Work (unless a party has a right under this agreement or a Statement of Work to also terminate such Statements of Work).

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## **16 Miscellaneous**

### **16.1 Relationship**

- (a) The parties agree that the Contractor is an independent contractor with the Principal. This agreement does not constitute in any form a partnership, joint venture or employment relationship between the parties.
- (b) The Contractor is permitted to subcontract its obligations under this agreement only if written approval is provided by the Principal. Approval under this clause cannot be unreasonably withheld.

### **16.2 Assignment**

Neither party may assign or otherwise deal with any of its rights, interests or obligations under this agreement or any Statement of Work without the prior written consent of the other party.

### **16.3 Force Majeure**

- (a) If a party is prevented, hindered, or delayed from performing its obligations under a Statement of Work by a Force Majeure Event, then:
  - (i) as long as that situation continues, that party will be excused from performance of the obligation to the extent it is so prevented, hindered, or delayed, and the time for performance of the obligation will be extended accordingly; and
  - (ii) it must immediately give the other party a notice of its occurrence and its effect or likely effect and use all reasonable endeavours to minimise the effect of the Force Majeure Event and to bring it to an end.
- (b) A party claiming a Force Majeure Event must use its reasonable endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible. This does not require a party to settle any industrial dispute in any way it does not want to.
- (c) During any period in which a party is not performing its obligations because of a claimed Force Majeure Event, the other party may make alternative arrangements for the performance, whether by another person or otherwise, of any obligation which the party claiming the Force Majeure Event is not performing without incurring any liability to that party.
- (d) If the Force Majeure Event continues for more than one month either party may terminate this agreement by giving 5 Business Days' notice to the other party.

### **16.4 Costs**

Each Party must pay its own legal costs in relation to the negotiation of this agreement.

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## **16.5 Discretion in exercising rights**

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise.

## **16.6 Partial exercising of rights**

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

## **16.7 Waiver and variation**

This agreement and any Statement of Work will not be varied except by a document in writing signed by the parties. No failure to exercise or delay in exercising any right constitutes a waiver and the party may still exercise that right in the future.

## **16.8 Remedies cumulative**

The rights and remedies provided in this agreement are in addition to other rights and remedies given by law independently of this agreement.

## **16.9 No merger**

Any warranties, undertakings and indemnities in this agreement do not merge on completion.

## **16.10 Indemnities**

The indemnities in this agreement are continuing obligations, independent from the other obligations of the parties under this agreement and continue after this agreement ends.

## **16.11 Further steps**

Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document) that the other party may reasonably require to give full effect to this agreement.

## **16.12 Precedence**

To the extent of any inconsistency between these terms and conditions and the Statement of Work, Schedules or Annexures, these terms and conditions prevail.

## **16.13 Entire agreement**

Each Statement of Work and this agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties or their respective officers, employees, or agents.

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## 16.14 Counterparts

This agreement and any Statement of Work may be signed in any number of counterparts. All counterparts executed separately when taken together constitute one agreement and counterparts executed separately may be consolidated into a single document.

## 16.15 Notices

- (a) Any notices or invoices to be sent pursuant to this agreement must be sent to the addresses for notices stated in the Reference Schedule.
- (b) A notice given under this agreement will be deemed to be received:
  - (i) if hand delivered, at the time of delivery;
  - (ii) if sent by pre-paid post, three Business Days after the date of posting or seven Business Days after the date of posting if posted to or from a place outside Australia; or
  - (iii) if sent by electronic message, when the sender receives an automated message confirming delivery, or eight hours after the message has been sent (as recorded on the device from which the sender sent the message) unless the sender receives an automated message that the electronic message was not delivered or the sender knows or reasonably should know that there is a network failure and accordingly knows or suspects that the electronic message was not delivered,

unless a notice is received after 5.00 pm on a Business Day in the place of receipt or at any time on a non-Business Day, in which case, that notice is deemed to have been received at 9.00 am on the next Business Day.

## 16.16 Severability

If any provision of this agreement or a Statement of Work is invalid or not enforceable in accordance with its terms in any jurisdiction, it is to be read down, if possible, so as to be valid and enforceable and will otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of a Statement of Work or affecting the validity or enforceability of that provision in any other jurisdiction.

## 16.17 Survival

The following clauses will survive the expiration or termination of this agreement:

- (a) clause 1 (definitions and interpretation);
- (b) clause 8 (GST);
- (c) clause 9 (risk and insurance in relation to a which must be maintained after the expiry or termination of this agreement);
- (d) clause 10 (liability and indemnity);

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- (e) clause 11 (confidentiality and privacy);
  - (f) clause 12 (intellectual property);
  - (g) clause 14 (dispute resolution);
  - (h) clause 15(c) (consequences of termination or expiry); and
  - (i) clauses 16.10, 16.15, 16.17 and 16.18 (miscellaneous).

### **16.18 Governing law**

Each Statement of Work and this agreement will be construed and interpreted in accordance with the law in force in Victoria. Each party submits to the jurisdiction of the courts of that place.



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**EXECUTED** as an agreement.

**EXECUTED** by **VOLUNTEERING**  
**VICTORIA ACN 79 378 017 212** in accordance  
with section 127 of the *Corporations Act*  
*2001* (Cth) by being signed by the following  
officers:

.....  
Signature of director

Bronwen Clark

.....  
Name of director

*(please print)*

.....  
Signature of CEO

Scott Miller

.....  
Name of CEO *(please print)*

**EXECUTED** by  
in accordance with section 127 of  
the *Corporations Act 2001* (Cth) by being  
signed by the following officers:

.....  
Signature of director

.....  
Name of director

*(please print)*

.....  
Signature of director/company secretary

.....  
Name of director/company secretary

*(please print)*

**EXECUTED** by  
in accordance with section 127 of the  
*Corporations Act 2001* (Cth) by being signed  
by:

.....  
Signature of Authorised Officer

.....  
Name of Authorised Officer

*(please print)*

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# Annexure A – Statement of Work

## STATEMENT OF WORK - PROVISION OF SERVICES

**Statement of Work No:** [POPULATE]

**Date of Statement of Work:** [POPULATE]

This is a Statement of Work under the Management Services agreement entered into between Volunteering Victoria and [organisation] dated on or around [day] [month] 2022.

The terms and conditions of the Management Services agreement apply to this Statement of Work.

### About the Volunteer Management Activity

The VMA Program is two distinct but complementary programs of work:

- Breaking Down Barriers (BDB) Program; and
- Online Volunteer Management (OVM)

Collectively this program will create a thriving volunteering culture, which meets the changing demands for capable and committed volunteers in local communities across Australia.

The VMA aims to increase opportunities for people to participate in the social and economic life of their broader community through volunteering, by:

- building effective volunteering practices and opportunities within organisations and communities
- increasing the diversity of volunteers
- improving access to information on volunteering
- providing access to the training, resources and support volunteers and Volunteer Involving Organisations (VIOs) need.

### 1. The Contractor must commence and complete the provision of the Services under this Statement of Work as follows:

Statement of Work Commencement Date: 1 July 2022

Statement of Work Expiration Date: 30 June 2026

### 2. Services

**Primary services** provided by consortiums, and their consortium members will build the capacity of VIOs to break down barriers to volunteering for identified priority groups, and if deemed the most

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effective approach, provide face-to-face services to support these groups to participate in volunteering. These priority groups include:

- People with Disability<sup>1</sup>
- First Nation Peoples
- Newly Arrived Migrants<sup>2</sup>

**Online support services<sup>3</sup>** to build the capacity of VIOs will focus on:

- best practice recruitment and training of volunteers
- supporting and retaining volunteers
- volunteer management
- provision of information, tools, training and resources for VIOs including:
  - regulatory obligations and risk management (governance, work health and safety, insurance, background/police checks.)

### **Collaboration between consortiums and across state and territory Volunteering Peak Bodies**

Collaboration between consortium and Volunteering Victoria is expected and will minimise duplication, improve practices, and ensure consistency of service provision, including participating in networking arrangements and sharing resources.

Contractors are required to provide Volunteering Victoria with information requested for this purpose ensuring the effectiveness of the VMA at a national level.

### **Governance**

Organisations must comply with recognised governance standards such as ACNC governance standards or similar.

### **Uphold the program charter principles**

Culture of teams is a major driver of wellbeing and success. Ten principles have been established to drive healthy working relationships, collaboration, wellbeing and positive community outcomes. Each of the principles outline how Volunteering Victoria and the consortiums will work collaboratively to drive high quality outcomes for the community.

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<sup>1</sup> The *Disability Discrimination Act 1992* (Cth) defines disability as:

- total or partial loss of the person's bodily or mental functions
- total or partial loss of a part of the body
- the presence in the body of organisms causing disease or illness
- the malfunction, malformation or disfigurement of a part of the person's body
- a disorder or malfunction that results in the person learning differently from a person without the disorder or malfunction
- a disorder, illness or disease that affects a person's thought processes, perception of reality, emotions or judgment, or that results in disturbed behaviour

and includes disability that:

- presently exists
- previously existed but no longer exists
- may exist in the future

is imputed to a person (meaning it is thought or implied that the person has disability but does not).

<sup>2</sup> Newly Arrived Migrants within their first 5 years of settlement.

<sup>3</sup> Online support services refer to telephone, email and video conferencing.

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### ***Program charter principles***

- **Healthy for life:** Wellbeing of our teams and community are our number one priority
- **The community is at the centre** of everything we do
- **Meaningful collaboration** drives excellence and we strive for it consistently
- **Constructive feedback** is a living breathing part of how we operate
- **Active listening** drives better interactions and outcomes
- **We all contribute**
- **Care and candour:** Be honest with each other
- **Best practice** drives our methodology
- **Continuously innovate** to drive continuous improvement
- **No surprises:** give heads up and raise risks / issues early

### **3. Performance Criteria (including Service Levels and Milestones)**

To be developed with the Activity Work Plan.

### **4. Reporting**

This section should be read alongside requirements outlined in clause 4.5 of the MSA.

The Contractor must have a system in place to meet their data collection and reporting obligations.

Contractors must submit reports in line with the MSA. We will expect you to report on:

- progress against agreed grant activity milestones and outcomes in your Activity Work Plan, including any risks, barriers or sensitivities in achieving the grant objectives
- expenditure of your grant.

Reports need to be signed by an authorised signatory from each organisation on the consortium and submitted to the Principal by the Contractor.

### ***Progress reports***

Six-monthly progress reports must:

- include evidence of progress toward completion of agreed activities and outcomes show the total eligible expenditure incurred to date
- report on progress against agreed grant activity milestones and outcomes in your Activity Work Plan, including any risks, barriers or sensitivities in achieving the grant objectives
- be submitted by the report due date (you can submit reports ahead of time if you have completed relevant activities).

The Contractor must tell the Principal of any reporting delays as soon as the Contractor becomes aware of them.

### ***Ad-hoc reports***

Ad-hoc reports may be required. This may be to provide an update on progress, or any significant delays or difficulties in completing the grant activity.

### ***Final report***

When you complete the grant activity, you must submit a final report.

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Final reports must:

- identify if and how outcomes have been achieved
- include the agreed evidence as specified in the grant agreement
- identify the total eligible expenditure incurred
- be submitted by the due date and in the format provided in the grant agreement

### **Activity Work Plan**

The Contractor will be required to submit an Activity Work Plan, on a template provided by the Principal, within 4 weeks of the execution of the grant agreement.

The Contractor's Activity Work Plan will outline the scope of your project, what the consortium will be doing, the proposed outcomes, proposed timeframes for delivery and completion, and how the consortium will measure and evaluate its performance.

The Activity Work Plan can be adapted over time or in circumstances where government priorities change.

Any changes to the Activity Work Plan once signed must be negotiated with Volunteering Victoria.

The Activity Work Plan will need to be signed by an authorised signatory from each organisation on the consortium.

### **Financial acquittal reports**

A Financial Declaration must be submitted for each financial year funded under this MSA. A Financial Declaration is a certification from the Contractor that funds were spent for the purpose provided as outlined in the MSA and in which the Contractor is required to declare unspent funds. The Financial Declaration must be certified by the Contractor's Board, the Chief Executive Officer or an officer, with authority to do so verifying that you have spent the funding on the Activity in accordance with the MSA and agreed Activity Work Plan.

### **Evaluation**

#### Mid-grant

The Principal will be required to contribute to a review that will take place after 2 years to ensure the effectiveness and efficiency of the program.

#### End of grant

The Principal may also ask the Contractor for more information to help the Principal and Department of Social Services understand how the grant impacted the Consortium and to evaluate how effective the program was in achieving its outcomes.

The Principal and / or Department of Social Services will evaluate the performance of the grant recipients, the efficiency of implementation and the effectiveness of the VMA program in meeting policy outcomes through a:

- program performance review – a review of whether a program is performing at the optimal level to deliver defined outputs and whether there is scope to improve efficiency and cost effectiveness.
- ongoing collection and monitoring of data as required by the Department of Social Services.

The Principal may contact the Contractor up to one year after you finish your grant for more information to assist with the evaluation.

### Reporting schedule

Phase	Reporting period	Reporting due date	Reporting due to be submitted	Associated payment
Consortium appointed	Other – MSA becomes operative (refer to section 6 for requirements)	10 business days from the date of a written offer to sign and return the MSA and associated documents referenced in section 6	Signed MSA and documents referenced in section 6	Payment 1
Consortium operative	Other – AWP for period of contract	Within 4 weeks of MSA becoming operative	AWP	N/A
	1 July 2022 – 31 December 2022	Friday, 13 January 2023	Progress report	Payment 2
	1 January 2023 – 30 June 2023	Tuesday, 1 August 2023	Progress report	Payment 3
	1 July 2022 – 30 June 2023	Tuesday, 10 October 2023	Financial Acquittal	N/A
	1 July 2023 – 31 December 2023	Monday, 15 January 2024	Progress report	Payment 4
	1 January 2024 – 30 June 2024	Thursday, 1 August 2024	Progress report	Payment 5
	1 July 2023 – 30 June 2024	Thursday, 10 October 2024	Financial Acquittal	N/A
	1 July 2024 – 31 December 2024	Thursday, 16 January 2025	Progress report	Payment 6
	1 January 2025 – 30 June 2025	Friday, 1 August 2025	Progress report	Payment 7
	1 July 2024 – 30 June 2025	Friday 10 October, 2025	Financial Acquittal	N/A
	1 July 2025 – 31 December 2025	Thursday, 15 January 2026	Progress report	Payment 8
	1 January 2026 – 30 June 2026	Friday, 31 July 2026	Final AWP report	N/A end of grant period
	1 January 2026 – 30 June 2026	Friday, 9 October 2026	Financial Acquittal	N/A end of grant period

Refer to service fees for information about payment 1.

## 5. Service Fees

Region	Payments 1 and 2	Payments 3 – 8
Barwon South West	\$56,050 each	\$41,050 each
Eastern Metro	\$60,100 each	\$45,100 each
Gippsland	\$56,050 each	\$41,050 each
Grampians	\$56,050 each	\$41,050 each
Hume	\$56,050 each	\$41,050 each
Loddon Mallee	\$56,050 each	\$41,050 each
North West Metro	\$60,100 each	\$45,100 each
Southern Metro	\$60,100 each	\$45,100 each

## 6. Invoicing and payments

Invoices can be submitted:

- once a compliant reporting update is submitted
- if all requirements have been met during the reporting period
- during the invoicing period (refer to table below).

Invoices can be submitted following the reporting due date and are due within 30 days of the Reporting due date for the relevant payment.

Payments will be issued within 30 days from receipt of the invoice or after the commencement of the invoicing period (refer to table below). NOTE: payments are always subject to the receipt of project funding by the Principal.

The first payment (Payment 1) can be invoiced once the Management Services Agreement (MSA) becomes operative. The MSA will become operative when:

- the MSA is signed and supporting documentation outlined in Annexure B is provided;
- the Memorandum of Understanding has been approved by Volunteering Victoria.

### Invoicing schedule

Phase	Payment	Period payment is for	Reporting due date	Invoicing to be submitted to Volunteering Victoria between
Consortium appointed	Payment 1	Contract commencement	Not applicable	Within 30 days of the MSA becoming operative
Consortium operational	Payment 2	1 July 2022 – 31 December 2022	Friday, 13 January 2023	Tuesday, 1 February 2023 to

Phase	Payment	Period payment is for	Reporting due date	Invoicing to be submitted to Volunteering Victoria between
				Wednesday, 1 March 2023
	Payment 3	1 January 2023 – 30 June 2023	Tuesday, 1 August 2023	Wednesday, 16 August 2023 to Thursday, 14 September 2023
	Payment 4	1 July 2023 – 31 December 2023	Monday, 15 January 2024	Thursday, 1, February to Friday, 1 March 2024
	Payment 5	1 January 2024 – 30 June 2024	Thursday, 1 August 2024	Friday, 16 August to Monday, 16 September 2024
	Payment 6	1 July 2024 – 31 December 2024	Thursday, 16 January 2025	Monday, 3 February to Tuesday, 4 March 2025
	Payment 7	1 January 2025 – 30 June 2025	Friday, 1 August 2025	Monday 18 August 2025 to Tuesday, 17 September 2025
	Payment 8	1 July 2025 – 31 December 2025	Thursday, 15 January 2026	Monday, 2 February 2026 to Tuesday, 3 March 2026

## 7. Disbursements

All costs incurred in the delivery of the Service by the Contractor must be paid by the Contractor i.e. travel expenses (including private vehicle mileage expenses and air travel expenses, accommodation and meals (where necessary)).

## 8. Insurance

The Contractor must hold and maintain throughout the provision of the Services, professional indemnity and public liability insurance of at least **\$20** million for any one claim and an annual aggregate of \$20 million.

At the Commencement Date the Contractor must provide to the Principal copies of certificates of currency in relation to insurances.



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## 9. **Additional requirements**

The contractor will inform the principal should they at any time during the service period:

- Be in receipt of funding for the same activity from State or Local governments
- Become financially not viable (i.e. operating a current year deficit)
- Be included in the list of organisations that have not joined or signified their intent to join the National Redress Scheme

## 10. **Review**

A review will take place after two years to ensure the effectiveness and efficiency of the program. At the halfway review, there may be updates to the deliverables and objectives under the VMA as agreed by both parties in writing.

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## Annexure B: Supporting documentation

I have provided the following supporting certificates and documentation:

- Documentation demonstrating professional indemnity and public liability insurance of at least \$20 million for any one claim and an annual aggregate of \$20 million
- Audited financials
- Memorandum of Understanding that has been endorsed by Volunteering Victoria

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