



Australian Government



Australia - Thailand Institute

สถาบันออสเตรเลีย - ไทย

2548 Established 2005

# DFAT Funding Deed

Between:

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

and

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

**Recitals:**

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

# DFAT Funding Agreement

## General terms

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### 1 Commencement

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

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### 1 Funding

#### 1.1 DFAT Funding

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

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

#### 1.2 Withholding Funding and Repayment

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

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

#### 1.3 Other Contributions

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

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## 1.4 Taxes, duties and GST

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

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

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

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## 2 Funding Recipient's obligations

### 2.1 Project Obligations

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

- (a) **applicable law:** comply with all applicable law;
- (b) **performance standards:** carry out the Project within the Project Period, in accordance with this agreement, with due care and skill, to a high professional standard and in a timely manner;
- (c) **project account:** establish a Project Account and ensure that the Funds are held in the Project Account (details of which must be notified to DFAT within five (5) Business Days of the Commencement Date) at all times prior to expenditure of the Funds according to this agreement;
- (d) **expenditure only for Project:** only expend the Funding for the Project in accordance with the Budget. Where DFAT has agreed to provide the Funding for a component of a larger project, the Funding shall not be transferred to other aspects of the larger project, other than with the prior written agreement of DFAT. For avoidance of doubt, the Funding shall not be used to purchase an asset;
- (e) **records:** keep full and accurate Records of the conduct of the Project, including progress against the Phases, the receipt and use of Funding and Other Contributions (if any) and the creation of Project Material. These Records must be retained by the Funding Recipient for a period of no less than 5 years after the end of the Project Period;
- (f) **financial and accounting records:** keep financial and accounting records relating to the Project so as to enable all income and expenditure related to the Project to be separately identified in the Funding Recipient's accounts. This obligation continues until 5 years after termination or expiry of this agreement;

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

## 2.2 General obligations

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

- (a) **policies, procedures, directions:** comply with DFAT's practices, policies, codes of conduct, procedures and reasonable directions, as notified by DFAT from time to time;
- (b) **Auditor-General and Privacy Commissioner:** do all things necessary to ensure that DFAT is able to comply with any lawful request of the Auditor-General and the Privacy Commissioner relating to this agreement, including allowing the Auditor-General and the Privacy Commissioner to inspect, copy or remove documents, and to access the Funding Recipient's premises;
- (c) **insurance:** take out and maintain throughout the Term the insurances specified in Schedule 2 and provide DFAT with evidence of the currency and amount of cover under those policies, promptly on request;
- (d) **confidential information:** not use or disclose (directly or indirectly) any of DFAT's confidential information except for the purposes of this agreement, with DFAT's consent or where required to do so by law;
- (e) **privacy:** in respect of Personal Information held by the Funding Recipient in connection with this agreement:
  - (i) comply with the public-sector Information Privacy Principles in the *Privacy Act 1988* and any other applicable legislation regarding privacy; and

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- (ii) use that information only for the purposes of this agreement, and disclose that information only as permitted by DFAT; and
- (f) **moral rights consent:** not enforce, and use reasonable endeavours to obtain from each author their agreement that they not enforce, any moral rights in the Project Material; and
- (g) **no subcontracting:** not, without the prior approval of DFAT, subcontract the performance of any obligations under this agreement or the Project. DFAT may revoke its approval of a subcontractor on reasonable grounds.

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## 3 Intellectual Property

Subject to this clause 3, as between DFAT and the Funding Recipient (but without affecting the position between the Funding Recipient and a third party) intellectual property rights in Project Material vest in the Funding Recipient on their creation.

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

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## 4 Acknowledgements, warranties and indemnities

### 4.1 Acknowledgements

The Funding Recipient acknowledges that:

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

### 4.2 Warranties

The Funding Recipient represents and warrants that:

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

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aware that such a conflict exists or is likely to arise during the Term.

## 4.3 Indemnity

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

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## 5 Termination

### 5.1 Termination rights

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

### 5.2 Termination for convenience

In addition to its rights set out in clause 5.1, DFAT may, at any time and at DFAT's absolute discretion, terminate this agreement by written notice to the Funding Recipient. The Funding Recipient must take reasonable steps to mitigate any loss resulting from termination under this clause. DFAT is only liable for reasonable costs incurred by the Funding Recipient and directly attributable to the termination.

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## 6 Acknowledgment and publicity

### 6.1 Funding Recipient's obligations

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

### 6.2 DFAT's rights

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

This clause 6 continues to apply for a period of 5 years from the date of expiry or earlier termination of this agreement.

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## 7 General

- (a) **indemnities:** the indemnities in this agreement are independent from the Funding Recipient's other obligations under this agreement and continue after this agreement ends;

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- (b) **assignment:** the Funding Recipient must not assign or novate its rights or obligations under this agreement without the prior written approval of DFAT; and
- (c) **governing law:** this agreement is governed by the law in force in the Australian Capital Territory. Each party submits to the non-exclusive jurisdiction of the courts of that territory in respect of all matters arising under, or in relation to this agreement.

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## 8 Definitions and Interpretation

### 8.1 Definitions

In this agreement, unless the contrary intention appears:

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

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

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

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

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

the Project Material;

**Funding** or **Funds** means:

- (a) the amount or amounts (in cash or kind) payable under this agreement by DFAT to the Funding Recipient as specified in Schedule 1 as “DFAT Funding”; and
- (b) where referring to the Funding Recipient’s use of, reporting, or acquittal of funds, includes any interest earned on those funds;

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

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

**Insolvent** means being an insolvent under administration or insolvent (each as defined in the *Corporations Act 2001*), or being in receivership, in receivership and management, in liquidation, in

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provisional liquidation, under administration, wound up, subject to any arrangement, assignment, or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or being otherwise unable to pay debts when they fall due or having something with the same or a similar effect happen under the laws of any jurisdiction.

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

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

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

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

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

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

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

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

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

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

## 8.2 Headings

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

## 8.3 Interpretation

In this agreement, unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing persons include a partnership and a body whether corporate or otherwise;
- (c) all references to dollars are to Australian dollars and this agreement uses Australian currency; and



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- (d) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended.

## 8.4 Inconsistency

If there is any inconsistency between:

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

**EXECUTED** as a Deed.



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## SCHEDULE 1 - BUDGET AND PROMOTIONAL MATERIAL

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### 1 Approved Budget

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

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

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

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### 2 Promotional Material

- 2.1 The Funding Recipient must acknowledge the support of the Australia-Thailand Institute in all publicity material prepared in relation to the Project, including in all print and electronic acknowledgements and public statements media. The following acknowledgment is to be used:
- “The [insert name of Project] is supported by the Commonwealth through the Australia-Thailand Institute which is part of the Department of Foreign Affairs and Trade”.*

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2.2 The Australia-Thailand Institute's logo, set out below, should be used in all printed or electronic acknowledgements and public statements, where appropriate. Use of the logo must be approved by the Australia-Thailand Institute. The logo can be obtained from the Australia-Thailand Institute's Secretariat by emailing: [austhailand.institute@dfat.gov.au](mailto:austhailand.institute@dfat.gov.au)



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- 2.3 If the Project involves performances or exhibitions in Thailand, the Funding Recipient is required to list their event on OzArts Online. Tour dates, a basic description of the event/s and a low-resolution digital image should be sent to the editor at [editor@ozarts.com.au](mailto:editor@ozarts.com.au). The description should acknowledge the Funding by the Australia-Thailand Institute and should also ask that the Australia-Thailand Institute's logo is displayed in the listing. Additional photographs and other material such as media releases may also be submitted.
- 2.4 Where the Recipient has policies on treatment of sponsors and funding providers that might impinge on their ability to comply fully with the provisions in this clause 2, that policy must be made known to DFAT before the Funding is provided.
- 2.5 DFAT or Australia-Thailand Institute may publish the name of the Recipient (including personal information as defined by the *Privacy Act 1998*) and the amount and purpose of the Funding on its website and in its annual report and share such information with other Commonwealth government departments. The Recipient by executing this agreement consents to the publication and sharing of these details (including personal information).

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## SCHEDULE 2 - PROJECT DETAILS

### 1. Representatives

1.1 The primary point of contact for DFAT is the person occupying the position of Director, Australia-Thailand Institute, currently being:

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

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

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

### 2. The Project

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

*[Insert purpose of the Project].*

### 3. Objectives

3.1 The Project's objectives are as follows:

*[Insert Project objectives]*

### 4. Project Period

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

### 5. Activities

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

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

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

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

### 6. Project Phases / Milestones

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

Phase / Milestone	Description of Phase	Expected Outcomes	Date for Completion
1	<i>Insert details as applicable and rows as necessary</i>		
2			

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## 7. Funding Schedule

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

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

## 8. Insurance

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

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

## 9. Key Performance Indicators

9.1 The Funding Recipient's key performance indicators are:

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

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## 10. Reports

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

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

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## Annexure A to Schedule 2

[...insert name of Project...] —Final Report & Acquittal Form

### NAME

Name of your organisation/group (if applicable): \_\_\_\_\_

Your name or name of contact person: \_\_\_\_\_

Title:  Mr  Ms  Other (please specify) \_\_\_\_\_

Given names: \_\_\_\_\_

FATIly name: \_\_\_\_\_

### CONTACT DETAILS

Street address: \_\_\_\_\_

Suburb/Town: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Postal address: \_\_\_\_\_  
(if the same as your street address, write 'as above')

Suburb/Town: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone: Work: ( ) \_\_\_\_\_ Home: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

### SUMMARY INFORMATION

Project Title: \_\_\_\_\_

Grant amount (excluding GST): \_\_\_\_\_ AUD \$

What was the start date for the funded activity? \_\_\_\_\_

What was the end date for the funded activity? \_\_\_\_\_

### ADMINISTERING ORGANISATION/INDIVIDUAL (IF APPLICABLE)

Legal name of organisation or individual administering the grant

Street address: \_\_\_\_\_

Suburb/Town: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Postal address: \_\_\_\_\_  
(if the same as your street address, write 'as above')

Suburb/Town: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone: Work ( ) \_\_\_\_\_ Home ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

Position in organisation: \_\_\_\_\_



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## CERTIFICATION OF FINANCIAL STATEMENTS

I, the undersigned, certify that:

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

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

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

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

**Please note:** As in the application form, if you are **GST-registered**, your acquittal budget should be exclusive of GST. You should provide amounts in Australian dollars (AUD\$). If you are **not GST-registered**, your acquittal budget should include GST as this was part of the cost of the project.

INCOME	
Earned income	AUD\$
<b>Subtotal</b>	\$

EXPENDITURE	
Salaries and fees	AUD\$
Artists (please itemise)	
Marketing and publicity personnel	
Administrative/management personnel	
Agent's fee/commission	
Other	
<b>Subtotal</b>	\$

<b>Other Grants</b>	AUD\$
Australian Federal Government (please specify)	
Australian State Government (please specify)	
Australian Local Government (please specify)	
Other (please specify)	
<b>Subtotal</b>	\$

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

<b>Other contributions</b>	AUD\$
Cash	
In Kind (please specify)	
<b>Subtotal</b>	\$

<b>Overhead/administrative costs</b>	AUD\$
Postage	
Telephone and fax	
Stationery and printing	
Venue Hire	
Catering	
Other (please specify)	
<b>Subtotal</b>	\$

<b>Sponsorship/donations</b>	AUD\$
Cash	
In Kind	
<b>Subtotal</b>	\$

<b>Marketing/promotion costs</b>	AUD\$
Advertising – press	
Advertising – electronic media	
Printed material	
Photography	
Programs	
Merchandise	
Other	
<b>Subtotal</b>	\$

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<b>Other Income</b>	AUD\$
Please specify	
<b>Sub-Total</b>	

<b>Production Costs</b>	AUD\$
Publications	
Electronic Media (DVDs etc)	
Websites	
Education Kits	
<b>Sub-Total</b>	

<b>Research Costs</b>	AUD\$
Please specify	
<b>Sub-Total</b>	

<b>ATI Grants Program Funding</b>	\$
<b>TOTAL INCOME</b>	\$

<b>Contingency</b>	\$
<b>TOTAL EXPENDITURE</b>	\$
<b>AMOUNT OF DFAT GRANT FUNDING TO BE RETURNED</b>	\$

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## Project Outputs

Please describe the **activities** you conducted as part of the Project.

How many **people** were involved in the Project? Please provide details.

Were there any **changes** to the Project **activities** that were initially described in your Application? If so, did these affect the success of the Project? Please provide details here.

Were there any **changes** to the Project **budget** that was initially described in your Application? If so, did these affect the success of the Project? Please provide details here.

Were there any **delays** in implementing the Project? If so, did these delays affect the success of the Project? Please provide details.

Where applicable, please provide details of any workshops or seminars undertaken in conjunction with the Project.

Where applicable, please describe what publicity activities were undertaken in conjunction with the Project.

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<b>Project Outcomes</b>
Was there any <b>media interest</b> in the Project? If so, please provide details e.g., was it positive/negative, was it covered by television, radio, print coverage etc
Was there any involvement/engagement of the <b>local community</b> in your project? If so, please provide details
Did you receive any <b>formal/ informal feedback</b> from people associated with the Project (e.g. presenters, workshop / lecture participants and other project officers)? Please provide details.
Was there any <b>subsequent interest</b> in conducting/participating in further activities as a result of the Project?
How <b>successful</b> do you think the Project was?
Do you have any <b>additional comments</b> ?