

AGD Program Reporting Information Kit – 2008-09 Non-Government Organisations

Please find enclosed a Program Reporting Information Kit for 2008-09. The kit contains:

- a checklist of reporting requirements
- the Terms and Conditions regarding reporting requirements for 2008-09 from *2008-09 General terms and conditions for Funding Agreements relating to Indigenous Programs*, and
- the recommended format for Performance Indicator Reports, Income and Expenditure Statements, Asset Statements and Certification.

We hope it will assist you to reduce your reporting load and expedite compliance with the *2008-09 General terms and Conditions for Funding Agreements relating to Indigenous Programs*.

I take this opportunity to remind you that audited financial reports need to be submitted to me by 31 October 2008. Extensions will not be granted unless there are extenuating circumstances.

AGD Program Reporting Checklist – 2008-09

2 months after signing the Program Funding Agreement

- updated 2008-09 Operational Plan

Quarterly Reporting - Performance Indicators Report – due 11 November 2008, 11 February 2009, 11 May 2009 and 11 August 2009.

- Certified Performance Indicator Report (see recommended template)

6-monthly Reporting - Periodic Financial Statement – due 11 February 2009 and 11 August 2009

- an income statement that identifies all line items of income and expenses provided in the financial year to date, including all Project Generated Income (see recommended template)
- a schedule of the Assets acquired during the Financial Year compared with the Budget (see recommended template)
- a list of all Your assets and liabilities at the date of the Report, including amounts, of debtors, creditors and all accruals and pre-payments
- a copy of a bank statement of Your account covering the date of the end of the financial reporting period
- a statement of how much You need to meet current liabilities
- copies of decisions and orders of any court or tribunal made against You or involving You (if applicable)
- Certification (see clause 8.8 of the Terms and Conditions)

End of Financial Year Reporting – due 30 September 2009

- a set of Audited General Purpose Financial Reports in respect of Funding including:
 - description of actual performance against the Objectives and the agreed performance indicators;
 - whether the Project has been completed;
 - whether the Objectives of the Project have been achieved; and
 - individual income statements compared to the Budget and cash flow statements for each Schedule as included in this Program Funding Agreement
- a copy of a letter or report from the Approved Auditor including:
 - a clear statement confirming that all financial information is included and that the financial statements represent the financial transactions fairly and are based on proper accounts and Records;
 - specific comment on the adequacy of financial controls being maintained by You;

- specific comment on Your financial position as it relates to any issues affecting Your ability to repay surplus Funds or complete the Project with available Funds;
 - specific comment on Your ability to meet Your taxation liabilities and any costs associated with any court or tribunal orders made against You or involving You;
 - specific comment on Your compliance with Your obligations to pay superannuation entitlements;
 - an itemised list of fees paid to directors, stating how much was paid, to whom, when and what travel costs were involved; and¹
 - where there are any qualifications or limitations on the audit, an outline of the reason(s) for the qualifications or limitations and the remedial action recommended;
- Certification (see clause 8.8 of the Terms and Conditions)

¹ This is only required if Attorney-General's Department night patrol funding was used to pay these fees.

Excerpt from the *2008-09 General terms and conditions for Funding Agreements relating to Indigenous Programs*

8. REPORTING

- 8.1** You must provide to Us, at the times specified in the Schedule, the following written Reports:
- a. financial information (prepared by a Qualified Accountant, who must also be a person acceptable to Us unless otherwise agreed by Us) including:
 - (i) an income statement that identifies all line items of income and expenses provided in the financial year to date, including all Project Generated Income;
 - (ii) a schedule of the Assets acquired during the Financial Year compared with the Budget;
 - (iii) a list of all Your assets and liabilities at the date of the Report(s), including amounts of debtors, creditors and all accruals and pre-payments; and
 - (iv) any relevant supporting documentation.
 - b. a copy of the bank statement of Your account referred to in paragraph 5.6(a) covering the date of the end of the financial reporting period to which it relates.
 - c. a statement of how much You need to meet current liabilities under legal commitments entered into by You under this Agreement.
 - d. copies of decisions and orders of any court or tribunal made against You or involving You if any.
 - e. Project performance information including:
 - (i) a description of actual performance against the Objectives and the agreed performance indicators;
 - (ii) whether the Project has been completed; and
 - (iii) whether the Objectives of the Project have been achieved.
- 8.2** Within sixty (60) Business Days after the Project End Date, completion of the Project or any early termination of the Term of this Agreement, whichever is earliest, and the end of each Financial Year in which a payment of Funding is made where:
- a. if the total of the Funding you receive under all Schedules to the Agreement is one million dollars or more, or, where You are required by any law to prepare General Purpose Financial Statements, You must provide Us with:

- (i) a set of Audited General Purpose Financial Reports as defined by the Australian Accounting Standards Board and prepared in accordance with the Accounting Standards (that may vary from time to time); and
 - (ii) separate audited statements of income and expenditure for each Schedule to this Agreement compared to the Budget for the Project; or
- b. if the total of the Funding you receive under all the Schedules to this Agreement is less than one million dollars, You must provide Us with:
 - (i) an audited statement of your financial position as at the end of the period
 - (ii) an audited statement of Your income and expenditure for the period, and
 - (iii) separate audited statements of income and expenditure for each Schedule to this Agreement compared to the Budget for the Project

8.3 The financial reports referred to in paragraph 8.2(a) and (b) must be accompanied by:

- a. a report which must include:
 - (i) a description of actual performance against the Objectives and the agreed performance indicators
 - (ii) whether the Project has been complete, and
 - (iii) whether the Objectives of the Project have been achieved,
- and:
- b. a copy of a letter or report from the Approved Auditor including:
 - (i) a clear statement confirming that all financial information is included for all Projects and that the financial statements provide a true and fair representation of the financial transactions and are based on proper accounts and Records,
 - (ii) specific comment on the adequacy of financial controls being maintained by You;
 - (iii) specific comment on Your financial position as it relates to any issues affecting Your ability to repay surplus Funds or complete the Project with available funds
 - (iv) specific comment on Your compliance with Your taxation obligations and Your ability to meet Your taxation liabilities and any costs associated with any court or tribunal orders made against You or involving You
 - (v) specific comment on Your compliance with Your obligations to pay superannuation entitlements

(vi) an itemised list of fees paid to Directors, stating how much was paid, to whom, when and what travel costs were involved, and

(vii) where there are any qualifications or limitations on the audit, an outline of the reason(s) for the qualifications or limitations and the remedial action recommended, and

c. any other requirements specified in the Schedule.

- 8.4** The audit referred to in paragraphs 8.2(a) and (b) must be carried out by an Approved Auditor and must comply with the Australian Auditing Standards, and the financial statements referred to in paragraphs 8.2(a) and (b) must be prepared by a Qualified Accountant, who must also be a person acceptable to Us, unless otherwise agreed by Us.
- 8.5** You must provide Us with the identity of the proposed Approved Auditor within twenty (20) Business Days of the completion of each Financial Year during the Term of this Agreement, or any earlier termination.
- 8.6** The Approved Auditor must be a person acceptable to Us.
- 8.7** We may, in Our absolute discretion, appoint a particular person as the Approved Auditor at Our expense.
- 8.8** If We appoint the Approved Auditor under subclause 8.7 You must give that person all access necessary to satisfactorily perform the tasks of the Approved Auditor under this Agreement, including but not limited to the access required to be given to 'those permitted' under clause 17.
- 8.9** Information required to be provided under subclauses 8.1 and 8.2 must be accompanied by a certificate completed by You that:
- a. all Funding received was spent for the purpose of the Project and in accordance with this Agreement and that You have complied with this Agreement;
 - b. salaries and allowances paid to persons involved in the Project are in accordance with any applicable award or Agreement in force under any relevant law on industrial or workplace relations;
 - c. unless the Project Period has expired or the Agreement has been terminated, the unspent portion of the Funds (if any) is available for use within the next Reporting period;
 - d. the financial information is presented in accordance with any other financial Reporting requirements;
 - e. where an Asset has been acquired with the Funds, that paragraphs 6.6(d) and (g) have been complied with in respect to the Asset; and

- f. at the time the Report or financial statement is provided to Us, You are able to pay all Your debts as and when they fall due and You have sufficient resources to discharge all Your debts at the end of the current Financial Year.

8.10 The certificate referred to in subclause 8.8 must be provided:

- a. if You are an incorporated body, by:
 - (i) Your Chairperson;
 - (ii) Chief Executive Officer;
 - (iii) Chief Financial Officer; or
 - (iv) a person authorised by You to sign documents which legally bind You. Satisfactory evidence of the authorisation is to be provided to Us before certification;
- b. if You are an unincorporated association or partnership, by a person or persons authorised by a majority of the members, in accordance with Your rules, to sign documents which legally bind You. Satisfactory evidence of the authorisation is to be provided to Us before certification; or
- c. if You are an individual, by You.

8.11 The audit referred to in paragraphs 8.2(a) and (b), and the certificate referred to in **subclause 8.3**, must also contain the requirements, if any, described in the Schedule.

8.12 The operation of this clause 8 survives the expiration or earlier termination of the Term of this Agreement.