Community Legal Services Program Agreement

1 July 2025 – 30 June 2028

**Victoria Legal Aid**

ABN 42 335 622 126

and

**[##Insert Community Legal Centre legal name]**

ABN [**##Insert Community Legal Centre ABN**]

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Community Legal Services Program Agreement

1 July 2025 – 30 June 2028

Dated 1 July 2025

Parties

|  |  |
| --- | --- |
| Name | **Victoria Legal Aid ABN 42 335 622 126** |
| Address | [**##Insert**] |
| Email | [**##Insert**] |
| Contact | [**##Insert**] |
| Short name | **VLA** |

|  |  |
| --- | --- |
| Name | [**##Insert Community Legal Centre legal name and ABN**] |
| Address | [**##Insert**] |
| Email | [**##Insert**] |
| Contact | [**##Insert**] |
| Short name | **Organisation** |

Background

1. The Commonwealth, State and VLA each allocate funding to legal assistance providers to support the CLSP and help people experiencing vulnerability and financial disadvantage access legal assistance services.
2. The Commonwealth and the State have entered the NAJP to govern the provision of Commonwealth Funding in support of the *National Strategic Framework for Legal Assistance*.
3. The State, through the Department, has delegated administration of Commonwealth Funding and State Funding to VLA. It delegates the following functions and responsibilities to VLA (among other things):
   1. Administration of Commonwealth and State funding to eligible Community Legal Centres and Women’s Legal Services at the direction of the Victorian Attorney-General;
   2. Monitoring the delivery of legal assistance services and compliance with NAJP and State accountability standards;
   3. Facilitating the collection of Legal Assistance Service Data across Community Legal Centres and Women’s Legal Services to meet NAJP and State reporting requirements; and
   4. Leading specific collaborative planning activities and forums on behalf of the legal assistance sector at the direction of the Department.
4. The Parties intend this Agreement to operate consistently with the objectives and outcomes of the NAJP.
5. VLA agrees to provide the Funding to the Organisation and the Organisation agrees to provide the Services in accordance with this Agreement.

**The parties agree**

1. Agreement objectives and scope

# Basis of agreement

This Agreement relates to the provision and expenditure of public monies from both the Commonwealth and the State and is subject to:

### the appropriation of those monies by their respective Parliaments;

### the allocation of those monies by the Commonwealth and the State; and

### any indexation applied by the Commonwealth and the State.

The Organisation is only eligible to receive Funding under this Agreement if it is:

### an Australian company incorporated under the Corporations Act;

### an association incorporated under the legislation of the State or Territory in which it operates; or

### an Aboriginal association incorporated under the CATSI Act.

# Funding is subject to payment by the Commonwealth and State

In addition to clause 1.1, the Organisation acknowledges and agrees that:

payment of Commonwealth Funding, State Funding and VLA Funding under this Agreement is subject to:

### the Commonwealth paying the Commonwealth Funding to the State and the State passing on the Commonwealth Funding to VLA; and

### the State paying the State Funding to VLA under a funding agreement between the State and VLA; and

if VLA does not receive the Funding from the State or Commonwealth necessary to comply with VLA’s obligations to provide the Funding in whole or in part to the Organisation, VLA:

### must promptly notify the Organisation in writing that the Funding may be suspended because VLA has not received the Funding from the State or Commonwealth for the purpose of this Agreement; and

### then may at its discretion, temporarily suspend Funding or vary the amount of Funding, provided that on receipt of all or part of the Funding from the Commonwealth and/or State, VLA will pay that Funding to the Organisation in the next quarter; or

### following consultation with the Department, may at its discretion, terminate this Agreement under clause 24.1.3.

# Term of Agreement

## Term and Commencement Date

### The Term of this Agreement commences on the Commencement Date and ends on the Completion Date, unless extended under clause 3.2 or terminated earlier in accordance with this Agreement.

## Extension of Term

### If instructed by the Department to extend the Term by the Optional Term, VLA will extend the Term by the Optional Term by written Notice to the Organisation.

### The Term may otherwise be extended by written agreement of the Parties at any time.

## Replacement agreement

The Parties may agree to terminate and replace this Agreement at any time during the Term of this Agreement. The operation of this clause is not affected in any way by the provisions of clause 24.

1. Services

# Conduct of Services

## CLSP Plan, Annual Budget and Activity Targets

### The Organisation will submit to VLA for its consideration CLSP Plans and Annual Budgets for each applicable Funding Stream according to the reporting timetable in Schedule 3.

### The CLSP Plans and Annual Budgets submitted by the Organisation to VLA in accordance with clause 4.1.1 must comply with the requirements under this Agreement, including clause 10.

### If the Organisation proposes to make any significant changes to the CLSP Plan or Annual Budget, the Organisation must notify VLA of the proposed changes before implementing those changes.

### A ‘significant change’ to the CLSP Plan or Annual Budget for the purpose of clause 4.1.3 will be a material alteration that may substantially impact the expected performance of the Organisation and includes:

#### increasing or decreasing the:

##### CLSP funded staffing; or

##### level of Services;

#### suspending or terminating a Service; or

#### if applicable, changing agreed Service targets.

## Provision of Services

### The Parties agree to use their best endeavours to collaborate and cooperate to enhance links and integrated service planning between relevant service providers, having regard to the NAJP and their common interest in improving access to justice.

### The Organisation must:

#### conduct the Services in accordance with the CLSP Service Standards and the CLSP Plan submitted to VLA in accordance with clause 4.1.1; and

#### comply with the Funding Guidance, as varied from time to time in accordance with the procedure set out in Schedule 4; and

#### minimise unnecessary duplication of services in a local community or area of specialisation.

# Compliance with laws

The Organisation must, in carrying out its obligations under this Agreement, comply with all relevant Laws.

# Conflicts of Interest

## Obligation to avoid conflicts of interest

### The Organisation must ensure that it has appropriate and effective policies and procedures in place to identify and avoid potential conflicts of interest and that all Personnel are fully aware of the relevant policies and procedures.

### The Organisation must not (and must use its best endeavours to ensure that its Personnel do not) engage in any activity or obtain any interest during the course of this Agreement that is likely to conflict with or restrict the Organisation in fulfilling its obligations to VLA under this Agreement, fairly and independently.

## Warranty

### The Organisation warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Agreement no conflict of interest exists, or is likely to arise, in the performance of its obligations under this Agreement by itself or by any of its Personnel.

## Notification to VLA

### If, during the Term, a potential conflict of interest arises, or appears likely to arise, that may affect the Organisation performing its obligations under the Agreement, the Organisation must:

#### notify VLA immediately in writing;

#### make full disclosure of all relevant information relating to the conflict; and

#### take such steps as VLA may reasonably require to resolve or otherwise deal with the conflict.

### If the Organisation fails to notify VLA or is unable or unwilling to resolve or deal with the potential conflict of interest as required by VLA, VLA may terminate this Agreement in accordance with the provisions of clause 24.

# Data collection

## Minimum data collection and recording requirements

### Subject to this clause 7.1 and paragraph D14 of Schedule D of the NAJP, the Organisation must:

#### collect accurate, comprehensive and current data on the provision of the Services, including Legal Assistance Service Data, in accordance with the NAJP and the National Data Standards Manual;

#### collect a minimum level of Legal Assistance Service Data as set out in Schedule D of the NAJP and Table D2: Requirements for the provision of Legal Assistance Services Data;

#### record that data into a case management system (**CMS**) that facilitates the provision of the data into CLCs Australia’s National Data Repository (**NDR**) or other CLCs Australia data repository;

#### ensure that data entry into the Organisation’s CMS is done as soon as possible after the relevant service delivery or project work, but no later than 10 Business Days after the service or project work has completed;

#### ensure the Organisation’s CMS is capturing the required data in accordance with the National Data Standards Manual for each data field currently available; and

### If the National Data Standards Manual is updated or replaced with an equivalent document that VLA considers necessitates updating the requirements relevant to this clause 7, VLA will provide the Organisation with an appropriate period for transition to allow for changes to data collection in consultation with the sector, including CLCs Australia and the Federation.

### This clause 7 applies to the Organisation, even if it does not receive Commonwealth Funding.

### The Organisation must work productively with the Commonwealth, the Department and VLA to increase the usefulness and relevance of the Legal Assistance Service Data publication.

### The Organisation must ensure the data is maintained by the Organisation in a way that ensures safety from accidental loss and destruction.

### The Organisation acknowledges that the requirements in this clause 7 are minimum requirements and are not necessarily reflective of best-practice data collection for the Organisation, as additional data collection may be useful and necessary depending on the Organisation context. The Organisation may provide additional data to demonstrate the effectiveness of its Service delivery, policy and strategic advocacy activities.

## Additional data collection

### The parties acknowledge that certain Funding Streams have additional data collection requirements. If applicable, these additional requirements will be specified by VLA in the relevant Funding Advice Letter.

### The parties acknowledge that additional data items or detail to that specified in Table D2 of Schedule D of the NAJP (as updated from time to time) may, on occasion, be requested from the Organisation in accordance with paragraph D17 of Schedule D of the NAJP, in which case VLA:

#### may request, in writing, the Organisation to provide data extracts where data is needed, for example, to respond to additional reporting requests from the Commonwealth or the State and such information is not available through standard CLSP reporting;

#### will explain the purpose of the data request to the Organisation; and

#### will endeavour to provide at least 10 Business Days’ notice of any such requests.

### Prior to issuing a request under clause 7.2.2(a), VLA will work collaboratively with the Organisation to:

#### ensure the proposed request is an accurate reflection of the data items and detail required by VLA, the Department or the Commonwealth; and

#### determine the best method of collection.

## Alternative data systems

### If the Organisation does not use a CMS that facilitates the provision of data into CLCs Australia’s NDR or other CLCs Australia data repository in accordance with clause 7.1.1(c), the Organisation must comply with the following requirements:

#### the alternative data system must be set up to collect the minimum Legal Assistance Service Data required under the NAJP and this Agreement;

#### the Organisation must provide data extracts on the minimum Legal Assistance Service Data at least six monthly to VLA, by 31 January and 31 July for the preceding six-month period, as detailed in Table 1 below;

#### any data provided by the Organisation will be subject to clause 7 of the Agreement; and

#### if required for specific-purpose Funding Streams, the Organisation must provide VLA with ad hoc reports or more frequent data reporting as required by VLA.

### Table 1. Data reports required if the Organisation does not sync data with CLCs Australia data systems

|  |  |  |
| --- | --- | --- |
| **Data report** | **Reporting Time Period** | **Report Due Date** |
| Six-month Data Report 1 | 1 July – 31 December | 31 January |
| Six-month Data Report 2 | 1 January - 30 June | 31 July |

## Data use

### The Organisation acknowledges and agrees that CLCs Australia collates the national data set on all legal assistance providers and clients. VLA and the Department have a Data Sharing Agreement with CLCs Australia for State Program Manager access to CLC data.

### VLA will have access to data recorded in the NDR or other CLCs Australia data repository or data reports by the Organisation in accordance with clause 7.1.1 or 7.3 (as applicable) to the extent permitted in the Data Sharing Agreement, and may use such data only:

#### for policy, analysis, research, collaborative planning, statistical, and Funding administration purposes; or

#### as required by Law.

### VLA must not use such data for compliance, regulatory, law enforcement or national security purposes, unless the use is:

#### required by Law; or

#### relevant to the Organisation’s obligations or VLA’s rights or obligations under this Agreement.

## Client Surveying

### The Parties acknowledge that client surveying is required under the NAJP.

### The Organisation will contribute to client surveying once every 24 months, as requested from time to time by the Department or VLA acting on the Department’s behalf and will do so in a timely and co-operative manner.

# Recognition of funding

Subject to clause 8.2, the Organisation will acknowledge any financial support it has received from the Commonwealth Attorney-General’s Department, the State and VLA for the provision of Services by incorporating a statement acknowledging any Commonwealth Funding, State Funding and VLA Funding:

### in the Organisation’s Annual Report;

### in publications providing information relating to the Organisation and/or provision of Services, wherever practicable; and

### on the Organisation’s website.

The Organisation is not required to recognise VLA under clause 8.1, unless the Organisation has received VLA Funding.

1. Funding

# Payment of Funding

## Payment of Funding by VLA

### Subject to parliamentary appropriation, the provisions of 2.2 above and compliance by the Organisation with this Agreement, VLA agrees to provide the Organisation the Funding as required in each Financial Year during the Term.

### Subject to clauses 1.1, 2 and 9.1.1 of this Agreement, VLA must use its best endeavours to ensure the following:

#### the first quarterly instalment payable to the Organisation is paid by the 10th Business Day after the commencement of this Agreement; and

#### each subsequent instalment payable by VLA is paid by the 10th Business Day within the period to which the instalment payment relates.

## Conditions of funding

### Before any payments can be made to the Organisation:

#### the Organisation must provide its valid ABN to VLA and, if requested by VLA, provide proof of its GST registration status; and

#### a correctly rendered tax invoice must be produced by the Organisation or a Recipient Created Tax Invoice by VLA.

### The Organisation acknowledges that VLA is not required to meet any expenditure incurred by the Organisation in excess of the Funding in any Financial Year provided under this Agreement.

### All taxes, duties and government charges imposed or levied in Australia or overseas in connection with this Agreement, if any, will be borne by the Organisation.

### Additional one-off funding which may be provided to the Organisation by VLA may be covered by the terms and conditions of this Agreement. The Organisation may be required to provide an appendix to the CLSP Plan detailing the proposed use of this funding.

# Use of Funding

## Use and management of Funding

### The Organisation must use the Funding efficiently and effectively in accordance with the Annual Budget and CLSP Plan to provide the Services, and will report the use of the Funding in accordance with this Agreement.

### The Organisation must:

#### subject to clauses 10.3 and 10.4, expend the Funding only in connection with:

##### the provision of Services, including data reporting, administration and staff training;

##### the acquisition or replacement of assets to enable the Organisation to provide the Services; and

##### the compilation of the Reports,

##### in accordance with this Agreement and for no other purpose;

#### comply with the Additional Funding Conditions;

#### ensure that the Funding held as cash is held in an account:

##### in the Organisation’s name;

##### which the Organisation solely controls; and

##### with a deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on business in Australia;

#### keep proper accounts and records of the Funding and its use in accordance with Australian Accounting Standards;

#### prudently manage the investment of any Funding not needed for the immediate provision of the Services so that interest is recognised as revenue on the Funding;

#### not make a loan, gift or donation from the Funding; and

#### not use the Funding or this Agreement or any of the obligations of VLA under this Agreement as any form of security for the purpose of borrowing money.

### Subject to clause 10.5, any Unused Funding may be recovered by VLA by:

#### deducting Unused Funding from the Organisation’s next quarterly instalment; or

#### requiring the Organisation to immediately repay Unused Funding.

### The Organisation will be given reasonable prior Notice by VLA of any recovery action to be taken under clause 10.1.3.

## Specific requirements for Commonwealth Funding

The Organisation will use Commonwealth Funding to support Commonwealth priority clients and Commonwealth service priorities as described in the Commonwealth Priorities, to the extent required in Schedule A of the NAJP.

## Use of Funding in Legal Proceedings

### If any Legal Proceedings are commenced against the Organisation, the Organisation must immediately notify VLA of the other party or parties to the Legal Proceedings and the nature of the Legal Proceedings against the Organisation.

### Subject to clause 10.3.3, the Organisation may spend Funding or Service Generated Income in any Legal Proceedings brought against it only in respect of Legal Proceedings that directly relate to the provision of the Services.

### The Organisation must not, without prior written approval by VLA, spend more than 5% or $10,000 of the Funding in any Financial Year (whichever is the lesser), to:

#### defend itself against any Legal Proceedings;

#### pay any excess or other deductable amount imposed as part of an insurance claim in connection with the Legal Proceedings.

### Before giving approval under clause 10.3.3, VLA may impose any conditions it considers reasonably appropriate, including requiring the Organisation to provide periodic updates on the Legal Proceedings.

### Following the conclusion of the Legal Proceedings, the Organisation must provide VLA with a report detailing:

#### the outcome of the Legal Proceedings; and

#### an itemised account of expenditure from Funding or Service Generated Income.

### The requirements to provide notification, updates and reports in clauses 10.3.1, 10.3.3 and 10.3.5, are subject to the Organisation’s obligation to protect any client legal privilege in relation to matters the subject of the Legal Proceedings.

### Any expenditure under this clause 10.3 must be specifically identified in the Organisation’s Audited Financial Statements.

### The Organisation must not spend any Funding to initiate Legal Proceedings against another party in the Organisation’s own name without VLA’s prior written approval which can be given or withheld in VLA’s absolute discretion.

## Use of Funding for Wraparound Services

### The Parties acknowledge that clients may require Wraparound Services.

### The Organisation may use Funding to deliver non-legal Wraparound Services directly related to the resolution of the client’s relevant legal problem(s).

### If a non-legal Wraparound Service is not part of the Organisation’s existing service delivery model, the Organisation is encouraged to explore collaborative service options with non-legal service providers to facilitate the provision of Wraparound Services to clients.

## Surplus Funding and Deficits

### At the end of each Financial Year except the last Financial Year of the Term, the Organisation may, without seeking approval, carry over an amount up to the Allowable Surplus to the next Financial Year for the purpose of providing the Services under this Agreement.

### At the end of each Financial Year except the last Financial Year of the Term, where the Organisation wishes to carry over any Excess Surplus to the next Financial Year for the purpose of providing the Services under this Agreement, the Organisation may submit a proposal to VLA, together with its submission of its CLSP Plans and Annual Budgets in accordance with clause 4.1.1.

### Use of the Excess Surplus must be approved by VLA in accordance with the Funding Guidance.

### Where VLA does not approve the carry-over of an Excess Surplus, those funds may be recovered by VLA from the Organisation under clause 10.1.3.

### Where the Organisation wishes to have a deficit budget approved for a Financial Year, when submitting its CLSP Plans and Annual Budgets in accordance with clause 4.1.1 the Organisation must satisfy VLA that there are circumstances that necessitate the approval of a deficit budget and that there are strategies in place to make up this deficit and meet all its liabilities in full. For the avoidance of doubt, VLA is not liable for any shortfall in the Organisation’s budget.

1. Governance, reporting and performance management

# Governance

## CLC National Accreditation Scheme

### The Organisation must maintain accreditation status under the CLC NAS.

### If the Organisation is not accredited, or loses its accreditation, under the CLC NAS the Organisation must:

#### notify VLA within 5 Business Days, including whether the Organisation intends to appeal the certifier’s decision; and

#### notify VLA of any Notifiable Concerns within the timeframe specified in that procedure.

## Organisation best practice governance

### The Organisation must during the Term, in accordance with governance principles set out in Schedule B of the NAJP and supporting Governance Principles Guidance Note, work towards:

### achieving Best Practice Governance Standards in the corporate governance of the Organisation; and

### implementing Best Practice Governance Standards.

## Non-compliance

### If the Organisation:

### is not accredited under the CLC NAS; or

### fails to work towards governance standards appropriate for a publicly funded organisation or has a governance or operational failure that poses a significant risk to the delivery of legal assistance services, as determined by the Department and notified to VLA,

#### VLA may in its discretion:

### where possible, retract Funding already paid to the Organisation;

### withdraw Funding allocated to but not yet paid to the Organisation; and/or

### take any other appropriate action contemplated under clause 22.1 of this Agreement.

# Reporting requirements

## Reports

### The Organisation must provide the Reports specified in Schedule 3 to VLA electronically and in a format that complies with VLA requirements by the dates specified in Schedule 3.

### The Reports specified in Schedule 3, including the Organisation’s reporting obligations, may be amended by VLA from time to time, including as a result of a national outcomes framework being developed for the legal assistance sector.

## Failure to provide Reports

### If the Organisation does not provide the Reports by the due dates specified in Schedule 3, VLA may exercise its rights under clause 22.

### The Organisation may, prior to the due date, seek an extension of time from VLA to submit a Report and VLA must reasonably consider the request for an extension and respond within 10 Business Days.

## Funds Reports

### Subject to clause 12.3.2, the Organisation must provide VLA with information about the amount and source of Funding received by the Organisation in the Funds Reports.

### Where a service or project will be funded by a mix of Funding and Other Income, information about such service or project must be provided as part of the CLSP Plan and Progress Report.

## Audit Requirements

### Following the end of each Financial Year, unless the Organisation is a Small Charity, the Organisation must provide to VLA:

### a certificate from a Registered Auditor in the format set out at Attachment 5 to the Funding Guidance stating that the Funding has been used for the purpose of providing the Services in accordance with this Agreement; and

### the Organisation’s Audited Financial Statements for the relevant Financial Year.

## Failure to provide Audited Financial Statements

### If the Organisation does not provide the Audited Financial Statements by the due date, VLA may exercise its rights under clause 22.

# Notification to VLA

### The Organisation must provide VLA with contact details for the Chair of the Organisation’s Board that are separate to the Organisation’s address and telephone details.

### The Organisation must notify VLA within 5 Business Days of any change to:

#### the Organisation’s principal place of business;

#### contact details for the Organisation;

#### the positions and occupants of Manager / CEO (or equivalent positions such as Coordinator) and most senior legal practice manager, including cessations or appointments;

#### contact details for the Chair of the Organisation’s Board; and

#### the Organisation’s constitution.

### The Organisation must provide VLA with Notice of the Organisation’s annual general meeting at least 10 Business Days prior to the meeting.

# Organisation performance monitoring

VLA may use information provided by the Organisation to monitor the performance of the Organisation in meeting its obligations under this Agreement.

Where, in accordance with the Concerns Procedure:

### VLA forms a reasonable belief that there may be operational or performance concerns with the Organisation’s performance of the Agreement; or

### the Organisation notifies VLA of a Notifiable Concern,

the Parties will address those concerns in accordance with the Concerns Procedure.

Nothing in this clause 14 affects VLA’s rights under clause 22.

# Financial audits of the Organisation

If VLA has reasonable concerns that the Organisation has not complied with this Agreement, VLA may appoint a Registered Auditor to represent VLA (**Permitted Person**) to conduct financial audits of the Organisation in relation to this Agreement.

VLA will provide reasonable prior Notice to the Organisation of any audit to be conducted (except where VLA reasonably believes that there is an actual or suspected breach of any Law) and consult with the Organisation on arrangements for conducting the audit.

The cost of any audit conducted under this clause 15 will be met by VLA, unless the Organisation is found to be non-compliant with this Agreement, in which case VLA may require the Organisation to contribute to or meet the cost of the audit.

# Access to premises and records

## Financial audit

### For the purposes of any financial audit conducted under clause 15, the Organisation will use reasonable endeavours to give Permitted Persons:

#### access at all reasonable times to premises at which:

##### Services Material is held or stored by the Organisation; and

##### work in relation to the provision of Services is undertaken by the Organisation;

#### permission to inspect and copy Services Material in the Organisation’s possession or control; and

#### access to any Assets that are reasonably required.

### Subject to clause 16.1.3, the Organisation will provide all reasonable assistance requested by Permitted Persons when they exercise the rights under clause 16.1.1.

### The rights referred to in clause 16.1.1 are subject to:

#### the provision of reasonable prior Notice in writing by VLA or a Permitted Person (except where VLA reasonably believes that there is an actual or suspected breach of any Law);

#### protection of Personal Information in relation to the Organisation’s clients;

#### protection of information that is the subject of client legal privilege;

#### protection of Material or any other information where the Organisation has a legal obligation of confidence; and

#### the Organisation’s reasonable security procedures notified to VLA and any relevant Permitted Person in writing.

### When accessing the premises in accordance with Notice given under clause 15.2, VLA will require the Permitted Persons to use their best endeavours to minimise interference with:

#### the Organisation’s employees;

#### the Organisation’s services; and

#### any other organisation operating at, or co-located within, the premises.

## Auditor-General

### The Organisation agrees to:

#### give the Commonwealth Auditor-General and State Auditor-General, or any persons authorised in writing by either of them, access to premises where obligations under this Agreement are being carried out; and

#### permit those persons to inspect and take copies of any Services Material relevant to this Agreement.

### This clause 16.2 does not detract from the statutory powers of the Commonwealth Auditor-General or State Auditor-General or any other bodies with statutory powers.

# Notifiable events

If, for any reason, the Organisation considers that it is unable to or will not continue to provide the Services or cannot comply with any provision of this Agreement, the Organisation must immediately notify VLA in writing.

If the Organisation discovers or suspects that Fraud has been committed against Funding, the Organisation must immediately notify VLA in writing and take appropriate steps to contain and investigate the situation.

The Organisation must immediately notify VLA in writing upon becoming aware of any breach of physical or logical security in relation to its systems which hold client and/or VLA Confidential Information.

1. Information management and intellectual property

# Protection of personal information

## Information Privacy Principles

### The Organisation acknowledges that it will be bound by the PDPA, the Information Privacy Principles, the Protective Data Security Standards and any applicable code of practice made under the PDPA with respect to any act done or practice engaged in by the Organisation for the purposes of this Agreement, in the same way and to the same extent as VLA would have been bound by them in respect of that act or practice had it been directly done or engaged in by VLA.

## Compliance with privacy laws

### The Organisation must not collect, use, disclose, store, transfer or otherwise handle Personal Information collected in connection with this Agreement, except to the extent reasonably necessary to perform its obligations under this Agreement, and only in compliance with the PDPA.

## Specific privacy obligations

### Without limiting clauses 18.1 or 18.2, the Parties must:

### protect Personal Information against misuse, unauthorised access, modifications and disclosure;

### limit access to Personal Information to essential staff;

### ensure usage policies and access controls are in place;

### co-operate with any reasonable request or direction by the other Party which relates to the protection of Personal Information; and

### where requested by the other Party, take proper steps to permanently delete and/or return Personal Information to the data owner when it is no longer needed.

# Intellectual property rights

## VLA Material

### Ownership of all VLA Material, including Intellectual Property Rights in that Material, remains vested at all times in VLA.

### VLA grants to the Organisation a non-exclusive and revocable licence to use, reproduce, adapt and exploit the VLA Material for the purposes of this Agreement.

## Services Material

### Intellectual Property Rights in the Services Material vest immediately in the Organisation.

### Clause 19.2.1 does not affect the ownership of Intellectual Property Rights in any Material in existence on the date this Agreement is made.

### The Organisation grants to VLA a non-exclusive, perpetual and irrevocable licence to use, reproduce, adapt and commercially exploit, with appropriate attribution, the Services Material for the purposes of this Agreement.

### The Organisation warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Services Material in accordance with this clause 19.2.

# Confidentiality

## Use and disclosure

### Each party (**Recipient**):

### may use Confidential Information of the other party (**Disclosing Party**) only for the purpose of this Agreement; and

### must keep confidential all Confidential Information of the Disclosing Party, except for disclosures permitted under clause 20.2.

## Permitted disclosure

### A Recipient may disclose Confidential Information of a Disclosing Party:

### to the Recipient’s Personnel to the extent (if any) that they have a need to know the Confidential Information for the purpose of this Agreement and provided that they have been directed by the Recipient to keep confidential all Confidential Information of the Disclosing Party;

### where VLA is the Recipient, to a third party (including Commonwealth and State departments) that has provided or contributed to the Funding or is seeking to provide or contribute to any funding;

### to comply with a request of the responsible Minister or a House or a Committee of the Parliament of the Commonwealth or the State;

### to a relevant person or entity where a Permitted Purpose applies and if no Permitted Purpose applies, where consented to by the Disclosing Party;

### to the extent (if any) the Recipient is authorised or required by Law to disclose the Confidential Information; or

### that is already in the public domain otherwise than due to a breach of this clause 20.

## Protection of Confidential Information

### The Organisation must protect all VLA Confidential Information against loss, misuse and unauthorised access, use, modification or disclosure.

1. Insurance

# Insurance

The Organisation must, for as long as any obligations remain in connection with this Agreement, maintain proper and adequate insurance including:

### workers compensation insurance as required by Law;

### public liability insurance to the value of $10 million per claim;

### buildings and contents insurance as required by any lease entered into by the Organisation;

### contents insurance over Assets for burglary, fire, storm damage or other accidental loss;

### adequate insurance to cover directors and volunteers;

### ‘run off’ insurance in the event of closure of the service; and

### professional indemnity insurance as required by Law.

If requested, the Organisation must provide VLA with evidence satisfactory to VLA that the Organisation has complied with its obligations under clause 21.1.

1. Default, issue resolution and termination

# Default by the Organisation

Where VLA reasonably considers that the Organisation has failed to comply with any of the Organisation’s obligations under this Agreement, VLA may at its discretion:

### follow all or part of the process set out in the Concerns Procedure;

### require the Organisation to outline details of the failure;

### require the Organisation to provide further information or explanation about the activities causing the failure;

### notify the Organisation, in writing, of the remedial action required to remedy the failure;

### advise the Organisation that if remedial action notified under clause 22.1.4 is not implemented within 20 Business Days of receipt of the notice provided under clause 22.1.4, or such other time as agreed by the parties, VLA may exercise its rights under clause 22.1.6 or 24.1.2;

### either:

#### suspend the payment of Funding; or

#### withhold (in whole or in part) payment of Funding,

until any deficiencies in the Organisation’s performance have been rectified;

### conduct a review, audit or investigation under clauses 14.2 or 15;

### appoint an administrator, a grant funding controller (or equivalent) and/or an independent auditor (or equivalent) including to support the administration of Funding by the Organisation and/or investigate and make findings and/or recommendations in relation to the administration of Funding by the Organisation; or

### exercise its discretion under clause 24.1.

# Dispute resolution and complaints

## Procedure for Dispute Resolution

### Any dispute arising under this Agreement which cannot be resolved by informal discussions between the Parties or (where appropriate as determined by VLA) the Concerns Procedure will be dealt with as follows:

#### the Party claiming there is a dispute will give written Notice to the other Party setting out the nature of the dispute;

#### the Parties will try to resolve the dispute through direct negotiation;

#### if there is no resolution of the dispute within 20 Business Days or such other agreed time from the receipt of the Notice, the Parties will undertake a mediation or conciliation process. The appropriate process and a suitable and independent mediator or conciliator will be determined:

##### by agreement of the Parties in writing; or

##### failing agreement, by the Chair of the Resolution Institute, Australia.

### The Parties will use their best endeavours to resolve any dispute within 40 Business Days of the Notice given under clause 23.1.1(a). Despite the existence of a dispute, the Organisation will continue to perform its obligations under this Agreement unless requested in writing by VLA not to do so.

### Clauses 23.1.1 and 23.1.2 do not apply to the following circumstances unless otherwise agreed by the Parties:

#### action by VLA to suspend or withhold payment under clause 22.1.6;

#### the exercise of rights under clause 16.1 (Financial Audit);

#### where notice of termination has been given by VLA under clause 24.1.1 (Organisation ceases to carry on business or exist); or

#### the variation of the Funding Guidance or introduction of a policy, procedure or guidance in accordance with Schedule 4.

## Complaints

### The Organisation may submit a complaint about VLA’s management of this Agreement or any other treatment of the Organisation by VLA in connection with this Agreement under the Complaints Procedure specified in Schedule 7.

### Nothing in clause 23.2.1 precludes the Organisation from invoking the dispute resolution procedure under clause 23.1.

## Urgent interlocutory relief

This clause 23 does not preclude either Party from commencing legal proceedings for urgent interlocutory relief.

# Termination or expiry of Agreement

## Termination by VLA

### VLA may terminate this Agreement immediately (or longer at its discretion) by giving Notice to the Organisation:

### if the Organisation ceases to carry on business or exist;

### if the Organisation is in breach of its obligations under this Agreement, and:

#### VLA reasonably considers the Organisation is not capable of remedying the breach; or

#### the Organisation has been notified in writing by VLA of that breach and the breach has not been remedied within 20 Business Days (or such other agreed time) of receiving a Notice in writing from VLA to do so;

### in the circumstances contemplated in clause 2 (for example, the Funding is partially or totally unavailable for any reason);

### if the Delegation is terminated or withdrawn; or

### the Department instructs VLA to terminate the Agreement.

## Organisation’s liabilities and obligations

### On receipt of a Notice of termination under clause 24.1 the Organisation will:

#### if directed to do so by VLA, cease the performance of its obligations under this Agreement;

#### do everything possible to mitigate all losses, costs, and expenses arising from the termination, unless otherwise directed in writing by VLA; and

#### return to VLA any Funding not legally committed by the Organisation, as directed by VLA.

### Clause 24.2.1(c) will also apply if the Agreement expires and the Parties do not enter into a new agreement at the end of the Term.

## VLA’s liabilities and rights

### Unless otherwise agreed in writing by the Parties, if this Agreement is terminated under clause 24.1 VLA will only be liable:

#### to pay any amount of the Funding for Services provided before the Termination Date; and

#### for any reasonable costs incurred by the Organisation that are directly attributable to the termination of this Agreement and for which the Organisation has inadequate Funding, including:

##### payments to be made in relation to reassignment or retrenchment of the Organisation’s employees;

##### costs or penalties incurred in relation to the Organisation’s necessary accommodation changes; and

##### any loss incurred on the premature retirement of Assets or any Previous Agreement.

### VLA’s liabilities under clause 24.3 are subject to the Organisation’s:

#### compliance with clause 24.2; and

#### satisfactory written substantiation of any amount claimed under clause 24.3.1.

### Unless otherwise agreed in writing by VLA, where this Agreement is terminated under clause 24.1, or this Agreement expires and the Parties do not enter into a new agreement, VLA may recover from the Organisation the net realisable value of Assets attributable to VLA or any other funding body or administrator under any Previous Agreement, regardless of any Organisation liabilities not related to the provision of Services. The amount to be recovered will be determined, as at the date specified in the Notice of termination or the end of the Term, on the basis of audited financial statements prepared by an approved auditor.

## Consequences of termination

### Any monies owing to VLA under this clause 24 must be paid to VLA within three months of the Termination Date or within three months of the end of the Term, or as otherwise agreed in writing by the Parties.

### Any termination of this Agreement will be without prejudice to the rights, liabilities, or obligation of the Parties accruing prior to the date of receipt of the Notice of termination.

1. Agreement administration and interpretation

# Variation of agreement and no waiver

## Variation

### VLA may review the operation of this Agreement from time to time, and will consult the Organisation if it does so.

### Subject to clauses 4.2.2(b) and 12.1.2, the provisions of this Agreement may be varied from time to time, in writing, as agreed and signed by the Parties.

## No waiver

Failure or omission by VLA at any time to enforce or require strict or timely compliance with any provision of this Agreement, will not affect or impair that provision in any way or the rights of VLA to avail itself of the remedies it may have in respect of any such provision.

# No power to bind

This Agreement does not:

create any relationship of partnership, joint venture, employment, agency or representation between the Parties; or

give a Party the power or authority to:

### act for another party as an agent or otherwise;

### exercise any right on behalf of another party; or

### incur any obligation on behalf of another party.

# Subcontract or other service provider

The Organisation may subcontract the provision of certain Services under this Agreement provided that:

### in the case of Services to clients, the subcontracting arrangement is in the best interests of the client;

### in the case of other Services, the subcontracting arrangement is the most effective and efficient method of providing those Services; and

### the subcontractor is a suitably qualified and reputable provider of the relevant Services.

When requested by VLA, the Organisation will promptly provide details of any Services which have been provided by third parties, including the names and addresses of those third parties, and the value of those Services.

The Organisation will not, as a result of any subcontracting arrangement, be relieved from the performance of any obligation under this Agreement and will be liable for all acts and omissions of a subcontractor as though they were the acts and omissions of the Organisation itself.

# Severance and survival

## Severance

### Any provision of this Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

### If it is not possible to read down a provision as required by this clause, part or all of the clause of this Agreement that is unlawful or unenforceable will be severed from this Agreement and the remaining provisions continue in force.

## Survival

The operation of each of clauses 7.4, 10, 15, 16, 18, 19, 20, 21, 24, 25, 26, 28 and 30 and Part 1 survives the expiration or earlier termination of this Agreement.

# Notices

## Provision of notices

### A notice or other communication given to a Party must be in writing and in English, and must be delivered to the Party by:

#### delivering it personally to the Party;

#### leaving it at the Party's address;

#### posting it by prepaid post to the Party at the Party's address; or

#### email to the Party's email address.

### If the person to be served is a company, the notice or other communication may be served at the company's registered office.

## Time of service

### A notice or other communication is taken to be delivered:

#### if delivered personally or left at the person's address, on delivery;

#### if posted within Australia to an Australian address:

##### using express post, 2 Business Days after posting; and

##### using any other prepaid post, 6 Business Days after posting;

#### if posted to an address in a different country, 10 Business Days after posting; and

#### if delivered by email, at the time the email left the sender's email system, unless the sender receives notification that the email was not received by the recipient.

### Despite clause 29.2.1, a notice or other communication which is received after 5.00pm or on a non-business day (each in the place of receipt), is taken to be delivered at 9.00am on the next business day in the place of receipt.

## Addresses for Notices

### The notice details of each Party are set out in Items 4 and 5 of Schedule 1 (or as notified by a Party to the other Party in accordance with this clause).

### Any Party may change its notice details by giving Notice to the other Party.

# Definitions and interpretation

## Definitions

In this Agreement:

**ABN** has the same meaning as in section 41 of the *A New Tax System (Australian Business Number) Act 1999* (Cth).

**Additional Funding Conditions** means the conditions specified in Schedule 6.

**Agreement** means this document and includes any schedules, annexures, attachments and documents incorporated by reference.

**Allowable Surplus** means up to 15% of the Funding for the relevant Financial Year. The calculation of the amount of the Allowable Surplus applies to each Funding Stream specified in Schedule 2.

**Annual Budget** means the financial report submitted by the Organisation, in a format provided by VLA, detailing the projected expenditure of the Funding.

**Assets** has the same meaning as given in the Australian Accounting Standards, but is limited to those acquired with Funding, funding provided under Previous Agreements or Service Generated Income.

**Audited Financial Statements** means the Organisation’s financial statements for a Financial Year which have been prepared in accordance with all Australian Accounting Standards, and certified by a Registered Auditor and which include, in respect of the Organisation:

1. a Statement of Financial Position for that Financial Year including required Notes to the Accounts;
2. a Statement of Comprehensive Income (previously known as a Statement of Financial Performance); and
3. a Cash Flow Statement for that Financial Year. However, if the Organisation is a non-reporting entity as defined in the Australian Accounting Standards, and is not otherwise required to prepare a Cash Flow Statement, Special Purpose Financial Reports (as defined in the Australian Accounting Standards) will be accepted without a Cash Flow Statement; and

for the purposes of this Agreement, Audited Financial Statements also include:

1. a certificate from a Registered Auditor in accordance with clause 12.4.1;
2. a cumulative and accruals-based Funds Report (being the final, full year Funds Report required under this Agreement) in respect of all Funding and Service Generated Income for all Funding Streams in that Financial Year; and
3. Surplus Funds clearly identified as a liability in the Organisation’s Statement of Financial Position.

**Australian Accounting Standards** means the standards of that name maintained by Australian Accounting Standards Board, created by section 226 of the *Australian Securities and Investments Commission Act 2001* (Cth).

**Authority** means any:

1. government, government department, government agency or government authority;
2. governmental, semi-governmental, municipal, judicial, quasi-judicial, administrative or fiscal entity or person carrying out any statutory authority or function; or
3. other entity or person (whether autonomous or not) having powers or jurisdiction under any statute, regulation, ordinance, by-law, order or proclamation, or the common law.

**Best Practice Governance Standards** meansthe exercise of the degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from publicly funded organisations (as set out by the Victorian Government’s guidelines) which are engaged in activities of a similar scope and complexity to those of the Organisation, in circumstances where that Organisation is seeking to comply fully with:

1. its contractual obligations;
2. its constitution; and
3. all applicable Laws.

**Board** means a body that governs, or is responsible for the management of, the Organisation.

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

**CATSI Act**means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).

**CLASS** means the Community Legal Assistance Services System, the client and client service database provided by CLCs Australia for client and client service data capture and storage.

**CLC NAS** means the industry-based certification process known as the CLC National Accreditation Scheme administered by CLCs Australia, that supports and recognises good practice in the delivery of community legal services provided by community legal centres, or such replacement program offered by CLCs Australia from time to time.

**CLCs Australia** means the national peak body for the community legal sector, Community Legal Centres Australia, or any replacement body from time to time.

**CLSP** means the Victorian Community Legal Services Program.

**Concerns Procedure** means the procedure outlined in Schedule 7.

**CLSP Plan** means a plan which sets out the objectives of the Organisation in relation to the use of Funding and Service Generated Income, its strategies and associated actions designed to meet these objectives.

**CLSP Service Standards** means the CLSP Service Standards outlined in Schedule 5.

**Commencement Date** means the date specified in item 1 of Schedule 1.

**Commonwealth** means the Commonwealth of Australia.

**Commonwealth Funding** means the funding provided by the Commonwealth to the State under the NAJP and administered and provided to the Organisation by VLA under this Agreement.

**Commonwealth Priorities** means the Commonwealth Priorities outlined in Schedule A of the NAJP.

**Completion Date** means the date specified in item 2 of Schedule 1.

**Confidential Information** means any information relating to the past, present or future business of a Party that comes to the knowledge of the other Party and includes:

1. financial, budgetary, marketing, research and business plan information;
2. the terms of any contract, agreement or business arrangement with third parties;
3. third party information disclosed in confidence;
4. information treated by a Party as confidential; and
5. any other information the disclosure or use of which may be detrimental to the interests of a party or of any other person who has provided it to that party on a confidential basis,

but does not include information in the public domain (unless in the public domain due to a breach of confidentiality by any person).

**Core Service Activities** has the meaning given to that term in paragraph 2.2 of Schedule 5 undertaken by the Organisation in provision of the Services.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Data Sharing Agreement** means the Data Sharing Agreement between CLCs Australia, the Department and VLA dated 9 March 2021, as amended from time to time.

**Delegation** means the delegation by the Department to VLA described in Background C.

**Department** meansthe Department of Justice and Community Safety.

**Excess Surplus** means any surplus in excess of the Allowable Surplus. The calculation of the amount of Excess Surplus applies to each Funding Stream specified in Schedule 2.

**Existing Services Material** means all Material produced in whole or in part by the Organisation through the investment or use of monies provided under a Previous Agreement and in existence prior to the Commencement Date.

**Federation** means the Federation of Community Legal Centres (Vic.) Inc ABN 30 036 539 902.

**Financially Disadvantaged** has the same meaning as defined in the NAJP.

**Financial Year** means each period from 1 July to the following 30 June occurring during the Term.

**Fraud** means dishonestly obtaining a benefit by deception or other means.

This definition includes the following types of fraud:

1. theft;
2. obtaining property, a financial advantage or any other benefit by deception;
3. providing false or misleading information to VLA or another funding body (including the Commonwealth or the State), or failing to provide information where there is an obligation to do so;
4. causing a loss, or avoiding or creating a liability by deception;
5. creating, using or possessing forged or falsified documents;
6. bribery, corruption or abuse of office;
7. unlawful use of equipment including interfering with or hacking into computers, misuse of vehicles, telephones, and other property or services;
8. relevant bankruptcy offences;
9. disclosure of sensitive or confidential information with the discloser obtaining some benefit; and
10. any offences of a like nature to those listed above.

**Funding** means any Commonwealth Funding, State Funding and VLA Funding provided by VLA to the Organisation under this Agreement as specified in Schedule 2.

**Funding Advice Letter** meansa letter provided by VLA to the Organisation under this Agreement, specifying Funding amounts, purpose, activities, and reporting requirements.

**Funding Guidance** means the document referred to in paragraph 1.2 of Schedule 4.

**Funding Stream** means a source of Funding administered through the Agreement, as specified in Schedule 2 or a Funding Advice Letter, which may have specific requirements unique to that source of Funding or in common with other sources of Funding.

**Funds Reports** means the financial report submitted by the Organisation, in an Excel format and in the template form provided by VLA, detailing:

1. year to date income and expenses in respect of the Funding on an accrual basis; and
2. other financial information specified in the template form provided by VLA and the Funding Guidance.

**Information Privacy Principles** has the meaning given to that term in the PDPA.

**Intellectual Property Rights** includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, but does not include:

1. Moral Rights;
2. the non-proprietary rights of performers; or
3. rights in relation to confidential information.

**Law** includes:

1. any law, statute, regulation, ordinance, by-law, order or proclamation, and the common law; and
2. any authorisation, ruling, judgment, order, decree or other requirement of any Authority.

**Legal Aid Fund** means the fund established under the *Legal Aid Act* *1978* (Vic), into which monies are paid by the State and Commonwealth Government and other sources.

**Legal Assistance Service Data** has the meaning given to that term in the NAJP.

**Legal Proceedings** means the commencement of legal action against the Organisation in any Australian court or tribunal or the commencement of disciplinary action against an employee of the Organisation by the Victorian Legal Services Board.

**Material** includes documents, information and data stored by any means and all copies and extracts of the same, software (including licensed software), databases and website material, but does not include any information, held in any form, that is the subject of client legal privilege.

**Moral Rights** means the following non-proprietary rights of an author of copyright Material:

1. the right of attribution of authorship;
2. the right of integrity of authorship; and
3. the right not to have authorship falsely attributed.

**NAJP** means the National Access to Justice Partnership 2025-30 between the Commonwealth of Australia and the State of Victoria.

**National Data Standards Manual** means the National Legal Assistance Data Standards Manual developed by the Commonwealth of Australia in consultation with the States of Australia, legal aid commissions around Australia and Australia’s community legal services sector, which provides definitional guidance to CLSP data collection systems about data collection, as updated from time to time.

**NDR** or **National Data Repository** means a data repository managed by CLCs Australia’s.

**Notice** means any notice, response or other formal communication given in connection with this Agreement.

**Notifiable Concern** has the meaning given to that term in the Concerns Procedure.

**Optional Term** means the period specified in item 3 of Schedule 1.

**Other Income** means any income the Organisation receives from:

1. any person or organisation (other than funding provided under this Agreement); and
2. membership fees, donations, bequests and any fundraising activities, but excludes Service Generated Income.

**Party** means a Party to this Agreement, as specified on page 1.

**PDPA** means the *Privacy and Data Protection Act 2014* (Vic).

**Permitted Person** has the meaning given to that term in clause 15.1.

**Permitted Purpose** means:

1. reporting of data of the Disclosing Party required by NAJP;
2. reporting of data of the Disclosing Party required by the Department;
3. uploading material provided by the Disclosing Party to the NDR; or
4. responding to queries on funding of Disclosing Party by the Department of Treasury and Finance.

**Personal Information** has the same meaning as in section 3 of thePDPA, namely, information or an opinion (including information or an opinion forming part of a database), that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**Personnel** of a Party includes that Party’s officers, employees, volunteers, agents and subcontractors.

**Previous Agreement** means an agreement between the Organisation (or its legal antecedents) and VLA (or any other CLSP funding body or administrator) prior to this Agreement, under which VLA provided funding to the Organisation for the purpose of the CLSP (or another program with a substantially similar purpose).

**Progress Reports** means the progress reports against the CLSP Plan in a format required or approved by VLA.

**Protective Data Security Standards** has the meaning given to that term in the PDPA.

**Records** means all the Organisation’s Material stored by any means and all copies and extracts of the same, including the Organisation’s financial accounts and related source data, such as bank records, receipts, invoices, cheque books, wages records and petty cash documents.

**Registered Auditor** means a person registered as an auditor under the Corporations Act.

**Reports** means:

1. Funds Reports;
2. Progress Reports;
3. Audited Financial Statements;
4. an Annual Report; and
5. an Annual Budget.

**Representation Services** has the same meaning as in the National Data Standards Manual.

**Service Generated Income** means any income generated by the Organisation’s investment of funding provided under this Agreement or by the provision of Services funded under this Agreement, including bank interest, proceeds from the sale of Assets, client contributions, fees for community legal education activities, costs recovered and retained.

**Services** means the provision of legal assistance services, which include:

1. the Core Service Activities that aim to fulfil the objectives of the CLSP as provided in the CLSP Service Standards;
2. the provision of Services Material;
3. community and sector development activities; and
4. Wraparound Services.

**Services Material** means all Material (including Reports and Records but excluding Material to the extent that it is subject to client legal privilege) paid for in whole or in part with Funding or funding under a Previous Agreement or by Service Generated Income accrued during the Term and:

1. produced for the purpose of performing the Services;
2. incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
3. copied or derived from Material referred to in paragraph (b).

**Small Charity** means a ‘small registered entity’ as defined in section 205-25 of the *Australian Charities and Not-for-profits Commission Act 2012* (Cth).

**State** means the State of Victoria.

**State Funding** means the funding provided by the State to VLA and administered and provided to the Organisation by VLA under this Agreement.

**Surplus Funds** means any amount of funds the Organisation has accumulated from Funding and Service Generated Income received in a Financial Year not used or committed during the Financial Year, including funds received under a Previous Agreement and, as at the date of this Agreement, not used or committed.

**Term** means the period described in clause 3.1.

**Termination Date** means the date specified in a Notice of termination upon which the Agreement is terminated.

**Unused Funding** means any portion of Funding that has not been spent or legally committed in accordance with the approved Annual Budget and CLSP Plan for the purpose of providing the Services under this Agreement.

**VLA Funding** means funding provided by VLA to the Organisation under this Agreement from the Legal Aid Fund, excluding Commonwealth Funding and State Funding.

**VLA Material** means any Material provided or developed by or on behalf of VLA for the purposes of this Agreement or which is copied or derived from that Material, except for Services Material.

**Wraparound Services** means wraparound legal and non-legal support services to effectively address a client’s legal problems.

## Interpretation

### This Agreement records the entire agreement between the Parties in relation to its subject matter.

### In this Agreement, unless expressed to the contrary:

#### words denoting the singular include the plural and vice versa;

#### where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;

#### words of inclusion are not words of limitation;

#### in the event of inconsistency between the following documents, the documents higher in the list will take precedence over the documents lower in the list:

##### the terms and conditions of this Agreement;

##### any Schedule; and

##### documents incorporated by reference, including the Funding Guidance;

#### a reference to:

##### 'A$', '$', 'AUD' or 'dollars’ is to Australian dollars;

##### any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;

##### a clause, schedule, annexure or attachment is a reference to a clause, schedule, annexure or attachment to this Agreement as amended or replaced from time to time in accordance with this Agreement;

##### any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time;

##### writing includes writing in digital form;

##### 'this Agreement' is to this Agreement as amended from time to time;

##### any property or assets of a person includes the legal and beneficial interest of that person of those assets or property, whether as owner, lessee or lessor, licensee or licensor, trustee or beneficiary or otherwise;

##### a person includes a firm, partnership, joint venture, association, corporation or other body corporate;

##### a person includes the legal personal representatives, successors and permitted assigns of that person, and in the case of a trustee, includes any substituted or additional trustee; and

##### any body (**Original Body**) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the Original Body; and

#### no rule of construction applies to the disadvantage of the party preparing this Agreement on the basis that it prepared or put forward this Agreement or any part of it.

### A heading is for reference only and does not affect the meaning or interpretation of this Agreement.

### This Agreement is governed by the law applying in Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.

1. Agreement details

|  |  |  |  |
| --- | --- | --- | --- |
| Item | Subject | Detail | |
|  | **Commencement Date** | 1 July 2025 | |
|  | **Completion Date** | 30 June 2028 or the day after the Organisation has done all that it is required to do under this Agreement to the satisfaction of VLA, whichever is the later. | |
|  | **Optional Term(s)** | One option to extend the term of up to 2 years. | |
|  | **VLA Notices** | **Contact name** | Executive Director, Regions and Service Delivery |
| **Address** | Level 9, 570 Bourke Street Melbourne VIC 3000 |
| **Email** | [CLCFDP@VLA.vic.gov.au](mailto:CLCFDP@vla.vic.gov.au) |
|  | **Organisation Notices** | **Contact name** | [##Insert] |
| **Address** | [##Insert] |
| **Phone** | [##Insert] |
| **Email** | [##Insert] |

1. Payment Schedule

This schedule is established in respect of the period 1 July 2025 – 30 June 2028.

[##Insert Funding Stream information for each Organisation]

1. Reporting

The following Reports are due for submission each year as follows:

|  |  |
| --- | --- |
| Reports | Submission Date |
| CLSP Plan (options: 1, 2 or 3-year plan) | 31 July |
| Annual Budget | 31 July |
| Funds Report 1 for 6 months | 31 January |
| Progress Report for 12 months | 31 July |
| Funds Report 2 for 12 months | 31 July |
| Organisational Annual Report (electronically where possible) | 30 November |
| Audited Financial Statements including:   * the Certificate referred to clause 12.4.1; and * 12 months CLSP Funds Report. | 30 November |
| **Six-monthly Data Report for Centres not using a case management system that facilitates the provision of data into the NDR or other CLCA system** | |
| * Report 1 | 31 January |
| * Report 2 | 31 July |

1. Funding Guidance
2. **The Funding Guidance**
   1. The Funding Guidance sets out policies, procedures and guidance for the Services and Funding, including funding principles, standard funding application process, reporting guide, Funding Stream specific requirements, financial reporting guide, and templates.
   2. The Funding Guidance is available at: [##Insert link to website].
   3. Changes to the Funding Guidance must be made in accordance with paragraph 2 of this Schedule 4.
   4. The Organisation will comply with each of the Funding Guidance requirements as varied from time to time in accordance with paragraph 2 of this Schedule 4.
3. **Changes to the Funding Guidance** 
   1. The Funding Guidance may only be changed, and new policies, procedures, and guidance may only be created, in accordance with the following procedure:
      1. In the case of changes arising from a change in law, regulation, the NAJP or government policy, such changes will be made by Notice to the Organisation. A minimum of three months’ Notice of these changes will be given by VLA, unless otherwise required by the relevant change.
      2. In the case of other changes, VLA will give the Organisation and other legal assistance providers the opportunity to consult on any proposals via a working group established for this purpose, and will take the views of the working group into account when making the changes. Following any such consultation, the changes will be made by a minimum of three months’ Notice to the Organisation.
4. Service Standards
5. **Introduction**
   1. The Organisation may operate using a combination of service approaches, as appropriate for the needs of the community being served, subject to Funding Stream specific requirements specified in the Funding Guidance.
   2. Unless otherwise defined, capitalised terms in this Schedule have the meaning given in the Community Legal Services Program Agreement (1 July 2025 – 30 June 2028) between VLA and the Organisation.
6. **Service Standards**
   1. Organisations must comply with and meet the Service Standards set out in this paragraph 2.
   2. **The Organisation may use the Funding to support the following activities (each a Core Service Activity):**
      1. **information and referral** to people where appropriate and on the basis of need;
      2. **provision of advice** to people on legal and other issues that is within their area of competence; clear and up to date; adequate to establish all of the apparent, relevant legal options accompanied by any immediate, appropriate support, such as writing a letter or referral to other service providers; and provided in a way that avoids actual or perceived conflicts of interest;
      3. **duty lawyer services** to people in accordance with legal and other professional legislation and regulations applicable in each state and territory, and provided in a way that avoids actual or perceived conflicts of interest;
      4. **casework** services in accordance with legal and other professional legislation and regulations applicable in each state and territory, which is adequate to establish all of the apparent, relevant legal options and limitation dates, and provided in a way that avoids actual or perceived conflicts of interest;
      5. **community legal education** that is high quality and accessible and meets the priority needs of the target groups and the communities with which the Organisation works; and
      6. **law reform and legal policy** in a planned and coordinated manner to meet the priority needs of the target groups and the communities with which the Organisation works, including strategic advocacy and informing governments and the public.
   3. **The Organisation must endeavour to ensure its Services:**
      1. are targeted to priority clients with the greatest legal need, including people experiencing financial disadvantage;
      2. are appropriate, proportionate and tailored to people’s legal needs and levels of capability;
      3. help people to identify their legal problems and facilitate the resolution of those problems in a timely manner before they escalate; and
      4. empower people to understand and assert their legal rights and responsibilities and to address, or prevent, legal problems.
   4. **The Organisation must demonstrate a commitment to:**
      1. **Service planning:**The Services should be planned, in collaboration or consultation with other service providers in the legal assistance sector and other relevant local non-legal agencies, through:
         1. assessment of evidence;
         2. identification of legal need;
         3. effective triage of clients and their matters, including assessment of relative legal needs and capability;
         4. assessment of the most effective means of addressing legal problems affecting disadvantaged people and communities;
         5. targeting and tailoring of services to those most in need and most disadvantaged; and
         6. establishing and maintaining a forum or practice for collaborating with appropriate legal and non-legal assistance providers in the Organisation’s area of work or expertise and informing VLA of this work through the CLSP Plan and Progress Report.
      2. **Accessibility:** The Organisation must be actively committed to promoting access, equity and non-discrimination.
      3. **Provision of service information:**The Organisation must make service information available to the public, including the following:
         1. the Organisation’s contact details; and
         2. advice and casework guidelines and eligibility criteria.

The Organisation must publish this information on its website, keep an electronic copy accessible at the Organisation and keep this information updated.

* + 1. **Good organisational management:**The Organisation must operate in a way that ensures community involvement in the effective and efficient management of all aspects of Service delivery.
    2. **Collect and use data and information:**The Organisation should collect and use data and information to support the governance role of Boards/Committees of Management, assist in planning processes and governance, meet the accountability requirements of funding agencies, and assist the Organisation in its applications for funding to undertake special projects and in its applications for additional funding.
    3. **Assessing client satisfaction and managing complaints:** The Organisation must have a client complaint and feedback mechanism that is easily accessible to Service users, by publishing the policy on the Organisation’s website and maintaining an electronic copy accessible at the Organisation. The Organisation must manage complaints from clients and others in a prompt, fair and consistent way.
    4. **CLC NAS accreditation:** In accordance with clause 11.1 of the Agreement, the Organisation must maintain accreditation status under the CLC NAS.

1. Additional Funding Conditions

Unless otherwise defined, capitalised terms in this Schedule have the meaning given in the Community Legal Services Program Agreement (1 July 2025 – 30 June 2028) between VLA and the Organisation.

1. **Funding management** 
   1. The Organisation must comply with the conditions in this Schedule on the use of Funding and Assets.
   2. **The Organisation must:**
      1. ensure that a minimum of two signatories are required to operate any account in which the Organisation deposits funds pursuant to clause 10.1;
      2. ensure the Funding is apportioned appropriately to cover the delivery costs of the Services and other operational costs associated with the delivery of the Services;
      3. maintain separate financial records in respect of the receipt and expenditure for each Funding Stream;
      4. maintain an Assets register and provide access to the Assets register to VLA on reasonable request to address a concern in accordance with the Concerns Procedure;
      5. maintain and depreciate Assets according to Australian Accounting Standards;
      6. retain an amount of cash equivalent to the annual amount of depreciation, to be used for the future replacement of Assets;
      7. when a depreciable Asset is disposed of, ensure that any proceeds from the disposal in excess of the written down value of the Asset are accounted for as Service Generated Income; and
      8. submit an Annual Budget in accordance with clause 4.1.1 of the Agreement and compile and submit Funds Reports in accordance with clause 12 of the Agreement on an accruals basis each year.
2. **Audits**

Subject to clause 12.4 of the Agreement, **the Organisation must:**

* 1. **facilitate a Registered Auditor to audit its financial statements annually;**
  2. following completion of an audit by a Registered Auditor, provide VLA with a certificate in the format set out at Attachment 5 to the Funding Guidance, completed by the Organisation’s Registered Auditor; and
  3. if its Registered Auditor qualifies the Organisation’s accounts or financial reports with any irregularity or disclaimer, provide VLA with a full version of the Registered Auditor’s report within 5 Business Days of the report being provided to the Organisation.

1. **Suspected Fraud** 
   1. If the Organisation discovers or suspects that Fraud has been committed against Funding, the Organisation must, after fulfilling its obligation under clause 17.2 of the Agreement, make full disclosure to VLA of all relevant information relating to the Fraud and take such steps as VLA may reasonably require to resolve or otherwise deal with the situation.
   2. If the Organisation fails to notify VLA or is unable or unwilling to resolve or deal with the situation as required by VLA, VLA may terminate the Agreement in accordance with clause 24.1.
2. **Use of Funding**

**The Organisation must not, without prior written approval of VLA:**

* 1. transfer funds between Funding Streams (including sub-streams) except as specified in the financial reporting guide included in the Funding Guidance;
  2. spend in excess of:
     1. 20% or $20,000 of Funding in any Financial Year (whichever is the lesser) on Assets; or
     2. 10% of Funding in any Financial Year on an auspicing or a management fee, without providing supporting documentation; or
  3. sell, transfer or write-off any Asset after receiving a notice of termination of the Agreement.

1. Concerns Procedure
2. **Introduction**

Having a concerns procedure is essential for maintaining sustainable services, as it allows issues to be identified and addressed early, supporting long-term quality and reliability. It also plays a key role in managing risk and ensuring continuity of service delivery by promoting accountability, transparency, and timely intervention.

VLA monitors the operations, governance and performance of the Organisation, including by:

* reviewing plans, budgets and reports submitted by the Organisation;
* visiting and attending other meetings with the Organisation’s staff and Boards / management committees;
* from time to time, receiving complaints and feedback, either directly to VLA, or through VLA’s complaints reporting process, available at: <https://www.legalaid.vic.gov.au/i-have-problem-victoria-legal-aid-lawyer-or-service>; and
* receiving information or notifications from the Department or the Organisation.

Unless otherwise defined, capitalised terms in this Schedule have the meaning given in the Community Legal Services Program Agreement (1 July 2025 – 30 June 2028) between VLA and the Organisation.

1. **What is an operations, governance, or performance concern?**

The following is a list of examples that may lead VLA to be concerned about the Organisation’s performance, governance or operations:

* 1. repeated failure to lodge plans and reports (due under the Agreement) on time and to a reasonably acceptable standard;
  2. failure to effectively target resources via evidence-based plans, casework guidelines, service delivery structures or other methods that have been informed by adequate planning and analysis of legal need;
  3. sustained poor client, case work and other activity, outputs, outcomes or failure to meet agreed service targets;
  4. poor financial management or reporting (including consistent overspending or underspending without reasonable explanation or poor financial risk management);
  5. significant and sustained staff turn-over such that the Organisation’s operations are seriously impacted;
  6. significant changes to the Board or management committee that seriously impact the Organisation’s governance;
  7. credible complaints about the Organisation’s performance by service-users or other key stakeholders; or
  8. the Organisation is unable to demonstrate that its Funding is being used effectively and consistently with the:
     1. Agreement;
     2. Funding Guidance;
     3. NAJP, including Schedule B (Principles to Improve Governance Standards and Arrangements) which sets out the principles to improve governance and the outcomes delivered under the NAJP, to support sector sustainability and service delivery (**NAJP Governance Principles**).
     4. CLC NAS;
     5. National Professional Indemnity Insurance Scheme (PII) or Victorian Managed Insurance Authority; and
     6. Legal Profession Uniform Law (Victoria) as defined in the *Legal Profession Uniform Law Application Act 2014* (Vic) (**Legal Profession Uniform Law**).

1. **Notifiable Concerns** 
   1. The Organisation must notify VLA within five business days if it becomes aware of a Notifiable Concern, as defined in paragraph 3.3 below. VLA must respond to such notification within five business days*.*
   2. Paragraph 3.1 is intended to facilitate prompt and proactive support and direction by VLA to the Organisation and is not intended to undermine the Organisation’s independent management or governance.
   3. The Organisation must notify VLA as soon as reasonably practicable if it has evidence of, or receives a complaint or allegation about, any of the following serious concerns:
      1. any incident specified in section 37 of the *Occupational Health and Safety Act 2004* (Vic) (**OHS Act**) that occurs during, or in respect of, the provision of services, in addition to notifying WorkSafe Victoria in accordance with section 38 of the OHS Act;
      2. service failure puts a client at risk of significant harm;
      3. poor governance, management or financial accountability, including conduct which is fraudulent or potentially fraudulent;
      4. a failure of the Board or senior officers to disclose a serious conflict of interest;
      5. an Australian Charities and Not for Profits Commission (**ACNC**) Governance Standards compliance investigation or any change in the charity registration status of the organisation;
      6. concerns relating to the ongoing financial viability of the organisation;
      7. a significant disruption or delays to service delivery, without reasonable explanation; or
      8. a failure to comply with legal practice obligations in the Legal Profession Uniform Law;
      9. any actual, threatened or suspected unauthorised use, access or disclosure of any Personal Information or VLA’s Confidential Information (excluding minor incidents of unauthorised access or disclosure of Personal Information that have been dealt with appropriately by the Organisation) that indicates a failure of the Organisation’s security or systems, and must include in its notification:

#### the nature of the Personal Information and Confidential Information affected; and

#### the details of the unauthorised use, access or disclosure, including the person to whom the Personal Information and Confidential Information has or may have been disclosed,

(each, a **Notifiable Concern**).

1. **Procedure for addressing concerns**
   1. The Organisation acknowledges that VLA’s overall aim is to be aware of operational, governance or performance concerns at the earliest possible stage, before concerns escalate and become serious.
   2. Notwithstanding the process set out below, if VLA considers that a Notifiable Concern has reached the level of ‘Exceptional Circumstance’ under the NAJP, VLA has an obligation to notify the Department, and the Department may notify the Commonwealth, in accordance with Schedule B of the NAJP. Nothing in this Agreement limits the Department’s rights.
   3. When a concern is raised or identified by VLA in relation to the Organisation (whether or not it is a Notifiable Concern), VLA will strive to:
      1. notify the Organisation promptly and clarify possible breaches of the Agreement by providing a clear outline and basis for the concern;
      2. provide the Organisation with reasonable time, opportunity and support to remedy or address the concern;
      3. in cases where concerns are not remedied, VLA will provide the Organisation with reasonable notice of any proposed decision that is likely to have a significant detrimental impact on the Organisation and its arrangements with VLA;
      4. in the usual course of events, undertake the steps in paragraphs 4.4 to 4.7 (Stages 1 to 4) below, and noting that in most situations, concerns will be resolved at Stage 1; and
      5. inform the Department of any concerns as early as possible.
   4. **Stage 1. Informal communication and support**
      1. VLA will contact an appropriate person at the Organisation (generally the Organisation’s manager or CEO), to outline the concern and offer support or advice. This communication will generally take place informally via email, a call, and/or meeting.
      2. Support provided by VLA to the Organisation may include:
         1. feedback on what the concerns or issues are (for example regarding the quality of reports);
         2. clarification of what is expected;
         3. advice as to how the concerns could be addressed and resolved, including reasonable time, the assistance VLA is able to provide, and provide an opportunity for the Organisation to respond; and
         4. connecting the Organisation to the Federation for any available capacity-building or other support (with agreed regular reporting by the Organisation to VLA on the status of the plan).
   5. **Stage 2. Formal communication of concerns to the Chair of the Board / Committee of Management**
      1. **Communication to the Chair:** If VLA continues to hold concerns, either because the issues raised in Stage 1 are not rectified or because they recur within a short period of time, VLA will write to the Organisation’s Chair, outlining the nature of the concerns and the basis for the concerns. VLA’s correspondence will set out the process that VLA will follow either to investigate the concerns or to seek a response or action from the Organisation.

These steps may include a service standards audit, financial audit or management review of the Organisation pursuant to the Agreement. VLA’s correspondence will provide an opportunity for the Chair (and/or Board or Committee) to meet with VLA and will include notice that VLA intends to inform the Federation to facilitate the provision of support to the Organisation.

* + 1. **Opportunity to respond:** The Chair will be given reasonable time to respond to VLA’s correspondence before VLA takes further action, such as undertaking any of the steps referred to in paragraph 4.5.1. The Chair will also be provided with an opportunity to object to the Federation being notified and provide reasons for that objection. VLA will consider any objection but may still notify the Federation.
    2. **VLA notification of concern to the Federation:** Subject to paragraph 4.5.2, VLA will inform the Federation of its correspondence to the Organisation to facilitate the Organisation connecting with the Federation for any available capacity building or other support. VLA will not share detailed information with the Federation that has not been provided to the Organisation or where the Organisation has made a reasonable request that detailed information not be provided.
    3. **Formal notification if VLA’s concerns are resolved or addressed through the Organisation’s response to the concerns:** VLA will inform the Organisation’s Chair (and the Organisation’s Manager or CEO) in writing to confirm that the concerns have been addressed or resolved and to clarify what is likely to occur if the same or similar concerns arose in the future. If VLA informed the Federation about the concerns, VLA will also notify the Federation that the concerns have been addressed or resolved.
  1. **Stage 3. Notification of breach of Agreement or risk of loss of funding** 
     1. **Communication to Chair:** If the concerns are not rectified to VLA’s satisfaction, or if further investigation by VLA indicates a breach of the Agreement, VLA will again write to the Organisation’s Chair (and the Organisation’s Manager or CEO) notifying them that VLA considers the Organisation to be in breach of the Agreement or is otherwise at risk of having its Funding reduced or terminated.

VLA’s correspondence will include information about the nature of the action contemplated by VLA. VLA will provide the Organisation with a reasonable opportunity to respond to the breach or possible loss of Funding before a final decision is made. VLA’s correspondence will include notice that VLA intends to inform the Federation that VLA holds concerns about the Organisation and has issued a notification of breach or risk of loss of funding. The Chair will also be provided with an opportunity to object to the Federation being notified and provide reasons for that objection. VLA will consider any objection but may still notify the Federation.

* + 1. **Notification of breach or potential loss of funding to the Federation:** Subject to paragraph 4.6.1, VLA will inform the Federation of the above correspondence as soon as practicable after VLA’s correspondence to the Organisation.
    2. **Notification if VLA’s concerns are resolved or addressed:** If the concerns have been addressed or resolved following the steps outlined in paragraph 4.6.1 above, VLA will inform the Organisation’s Chair in writing and will make clear what is likely to occur if the same or similar concerns arise in the future. If the Federation was informed, VLA will notify the Federation that the concerns have been addressed or resolved and about any conditions and arrangements for monitoring of continued improvement or arrangements to avoid similar issues in the future.
  1. **Stage 4. Notification of action by VLA**
     1. **Communication with the Chair:** Following the opportunity to respond to the formal notification in paragraph 4.6.1 above, VLA may decide under the Agreement that there has been a breach of the Agreement and may exercise its rights under the Agreement, including terminating the Agreement under clause 24.1, or determining to not renew the Agreement, or reducing Funding as part of its annual budgeting process. In ordinary circumstances, VLA will clearly articulate the reasons for the decision and any steps the Organisation may take in response to the decision. In the event of a breach not giving rise to termination of the Agreement, VLA will comply with clause 22 of the Agreement. VLA will provide formal written communication of its decision to the Organisation’s Chair as soon as possible after the decision is made.
     2. **Notification of decision to the Federation of CLCs:** VLA will inform the Federation of the above correspondence.
  2. **General**
     1. The procedure in this Schedule sets out the usual process that VLA will adopt. The list of situations in which VLA may raise or respond to a concern with the Organisation is not exhaustive.
     2. While VLA will endeavour to operate in accordance with this Schedule, there may be occasions when VLA is unable to follow the process outlined in this Schedule, including where:
        1. there is a Government reduction in funding for CLCs;
        2. there is a significant change in government policy for the application of funding for legal assistance providers (where the corpus of that funding does not reduce, but the focus must shift); or
        3. VLA becomes aware of particularly serious or urgent concerns or breaches of the Agreement.

1. Complaints Procedure
2. **Introduction**
   1. This Schedule outlines the procedure to address complaints related to CLSP funding administration and decision-making.
   2. This Schedule provides information on:
      1. making a complaint;
      2. the complaint review process;
      3. how complaints are used to improve funding administration processes; and
      4. how information about complaints is protected.
   3. Unless otherwise defined, capitalised terms in this Schedule have the meaning given in the Community Legal Services Program Agreement (1 July 2025 – 30 June 2028) between VLA and the Organisation.
3. **Application**
   1. This Schedule applies to complaints by the Organisation about VLA’s management of the CLSP or any other treatment of the Organisation by VLA in connection with the Agreement.
   2. If a complaint is received by VLA about the Organisation that relates to the operations, governance and/or performance of the Organisation, Schedule 7will apply.
4. **Approach** 
   1. VLA welcomes complaints. VLA’s goal when handling complaints is to reach fair and reasonable resolutions and improve VLA’s services or processes.
   2. VLA handles complaints in accordance with VLA’s values of fairness, care, courage and inclusion. This means:
      1. *fairness* – VLA does not treat anyone adversely for making a complaint. VLA listens to different perspectives on an issue. VLA is transparent about the reasons for decisions VLA makes on complaints. VLA is accountable internally and externally for its complaint handling performance.
      2. *care* – VLA is compassionate towards people who complain and people who are complained about. VLA is courteous to everyone it speaks with. VLA aims to use complaints to make a difference to its services.
      3. *courage* – VLA accepts VLA can be wrong. If VLA thinks it has made a mistake, VLA will fix it and apologise. VLA is open to scrutiny and keeps full records of what it does.
      4. *inclusion* – VLA aims to make its complaints process accessible with clear information and appropriate formats to meet the needs of all individuals.
5. **Making a complaint**
   1. The Organisation may make a complaint about VLA’s management of the CLSP or any other treatment of the Organisation by VLA in connection with the Agreement via the following process.
   2. **Complaint process**

In the event of a complaint, the following steps will be followed:

* + 1. **Step 1:** A complaint must be communicated to VLA’s Program Manager, CLC Funding and Development in the first instance. Complaints can be made via telephone or in writing. If provided in writing, complaints can be submitted via email to [CLCFDP@vla.vic.gov.au](mailto:CLCFDP@vla.vic.gov.au).
       1. To assist in the consideration of the complaint, the Program Manager may obtain additional information and seek advice from VLA’s Internal Legal Services or General Counsel.
       2. Where the complaint is related to a dispute under the Agreement which cannot be resolved by informal discussions, the dispute resolution process at clause 23 of the Agreement will apply.
       3. VLA’s Program Manager may request a meeting with the complainant to discuss the complaint.
       4. VLA will provide a written response to the complaint.
       5. VLA’s Program Manager will consider any recommendations for process improvements arising from the complaint.
    2. **Step 2:** If the complaint cannot be resolved or is not resolved to the satisfaction of the complainant, the complaint can be further escalated in writing to VLA’s Director, Client Services and Sector Engagement.
    3. **Step 3:** If the complaint cannot be resolved or is not resolved to the satisfaction to the complainant, the complaint can be further escalated in writing to VLA’s Executive Director, Regions and Service Delivery for consideration.
    4. **Step 4:** If the complaint cannot be resolved or is not resolved to the satisfaction to the complainant, the complaint will be reviewed by VLA’s Chief Executive Officer for final consideration.

While VLA is committed to responding to complaints in a timely, effective and efficient manner, timeframes for response and resolution will be considered at VLA’s discretion taking into consideration the nature of the complaint.

* 1. **Privacy**
     1. VLA protects the personal and organisational information gathered through complaints and handles it in accordance with VLA’s privacy policy, available at: <https://www.legalaid.vic.gov.au/privacy-policy>.
     2. VLA:
        1. only uses information to resolve the complaint or relevant systemic issue; and
        2. shares information with staff only where necessary to resolve the complaint.
  2. **Records**

VLA maintains a record of all funding administration complaints received, including:

* + 1. the complaint details;
    2. the complaint outcome;
    3. time taken to resolve the complaint; and
    4. any recommendations for process improvements, and whether these were implemented.

Signing Page

**Executed** by the parties

[##Insert execution blocks for each Party]