

From: [Grants Framework Unit – Finance](#)
To: [Contracts](#)
Cc: [Grants Framework Unit – Finance](#)
Subject: FW: National Aerial Firefighting Program - Procurement or Grant? [DLM=For-Official-Use-Only]
[SEC=UNCLASSIFIED]
Date: Thursday, 2 August 2018 4:02:56 PM
Attachments: [image002.png](#)
[NAFC grant opportunity guidelines.docx](#)
[NAFC program guidelines self assessment risk analysis.docx](#)
[image001.jpg](#)

UNCLASSIFIED

Good afternoon

Could you please provide procurement advice as to whether or not the 'arrangement' described in the attached National Aerial Firefighting Centre program guidelines is a procurement?

I understand from speaking with the Attorney General AAU **s22** that the program used to sit with the Department of Infrastructure and was transferred to the AG's in 2006/07. AG have been making payments since. It has never had grant guidelines (that we can find on our files or online.)

When the AG's grants moved across to Home Affairs this year, this NAFC arrangement came across with it, and is being treated like a grant - which is why we received the guidelines. Just not sure it's a grant if the funding is to cover the costs of leasing the firefighting aircraft.

Happy to discuss.

Kind regards.

s22



s22

Policy Officer

Grants Policy Team

Resource Management Branch

Department of Finance

T: **s22** [@finance.gov.au](mailto:s22@finance.gov.au)

A: One Canberra Avenue, FORREST ACT 2603

See more about Grant Reform & GrantConnect on <https://www.youtube.com/watch?v=mS57X2RZ3Ml>

UNCLASSIFIED

s22



s22



From: [Grants Framework Unit – Finance](#)
To: "Taloni, Noel"; [LCT-AAU](#)
Cc: s22 [REDACTED]; [AusIndustry Engagement](#); s22 [REDACTED]; [Grants Framework Unit – Finance](#)
Subject: RE: National Aerial Firefighting Program grant opportunity guidelines - DoF comments [DLM=For-Official-Use-Only] [SEC=UNCLASSIFIED]
Date: Monday, 6 August 2018 2:52:57 PM
Attachments: [image001.png](#)
[NAFC grant opportunity guidelines.docx](#)
[NAFC program guidelines self assessment risk analysis.docx](#)
[image002.jpg](#)

UNCLASSIFIED

Good afternoon

Please thank the Business Grants Hub and s22 [REDACTED] Director, National Emergency Management team at the Department of Home Affairs for their time on the phone discussing the National Aerial Firefighting Program.

We spoke to s22 [REDACTED] who advised us that Home Affairs have established that the NAFC is a grant (and not a procurement) for purposes of the CGRGs. We trust this decision has been documented for HA's records and future reference.

We have the following comments/recommendations on the NAFC Guidelines:

- As the grant guidelines will be published on GrantConnect, the use of the word project may give the public the false impression that the payments are somehow contributing to a particular project – rather than to support ongoing activities. Suggest replacing the word 'project' which has been used throughout the guidelines - with something more appropriate to avoid any confusion.
- Wording from the template that relates to a typical competitive process has been left in. Suggest checking the document thoroughly to ensure the details in each section fit the grant and non-competitive closed process. For example:
 - **Section 4 Eligibility.** Be clear here why the NAFC is eligible to receive the grant. The current wording does not explain it.
 - **Section 5 Selection Criteria.** The list of selection criteria are intended outcomes and not criteria that the applicant can address in a proposal. Grantees contribute to achieving value with relevant money by considering how best to deliver the grant activities to target groups, or contributing to government policy outcomes through the collaborative delivery of grant activities. While selection criteria may not be appropriate for this program, the Hub/HA may wish to seek a Yearly Work plans, Budget, Risk Management Plan, System used etc. to provide the Minister as evidence, to make a proposed commitment of money (Section 4 CGRGs).
 - **Section 6.1 Grant Agreement.** The text regarding starting the project without a grant agreement in place is irrelevant, as the program has been operating since 2003.
 - **Section 6.2 - Grant Agreement.** Will the NAFC be submitting a proposal to receive the grant? If so, will that proposal be assessed by the Business Grants Hub? If so, include this information in the guidelines.
 - **Missing Section 8 of the Template – Grant Selection Process.** If the Approval/Selection Process and other processes are not to be included in the guidelines, provide information that the Business Grants Hub will provide written

advice to the Minister outlining the application and selection process followed, any criteria, any merits of the proposed grant and key principle of achieving value with relevant money. (4.6 of the CGRGs)

- o **Last paragraph in 6.4 - How we monitor the grant.** Will anyone from HA be conducting site visits to the NAFC? If not, suggest deleting this text. **Also check 6.9 Compliance Visits** for the same reason.
- o **Section 6.14 Grant Acknowledgement.** This information doesn't apply as there is no project receiving funding under the program.
- o **Section 8.4 Public Announcements.** As there is only one applicant, and the process is non-competitive and closed, there need not be a reference to publishing non-sensitive details of 'successful projects' on GrantConnect.

To support a pilot of the whole of government grant opportunity guidelines templates last year, the Finance Minister agreed to a streamlined process for releasing program guidelines for those entities who participated in the pilot of the Grant Opportunity Guideline Template Suite. This streamlined process was extended in November as entities continue to use the templates.

Whilst the grant opportunity guidelines templates has been used for this program, **Section 5 What the grant money can be used for, Section 6 The Assessment Criteria, Section 7 How to Apply and Section 8 The Grant Selection Process** have been deleted. To qualify for the streamlined process, consider adding these sections back in, as the applicant will benefit from this information.

Please provide the updated guidelines. Once this has happened, and Finance and PM&C agree the risk level is **s 47C** and publish the guidelines directly on GrantConnect.

If there any questions, please don't hesitate to contact us.

Kind regards

s22

[Redacted signature box]

s22

Policy Officer

Grants Policy Team

Resource Management Branch

Department of Finance

T: **s22** [@finance.gov.au](mailto:s22@finance.gov.au)

A: One Canberra Avenue, FORREST ACT 2603

See more about Grant Reform & GrantConnect on <https://www.youtube.com/watch?v=mS57X2RZ3MI>

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s22

[Large redacted area]

s22



From: [Grants Framework Unit – Finance](#)
To: s22
Cc: [Grants Framework Unit – Finance](#)
Subject: FW: National Aerial Firefighting Program grant opportunity guidelines - DoF comments [SEC=UNCLASSIFIED]
Date: Tuesday, 7 August 2018 12:15:53 PM
Attachments: [image004.png](#)
[image009.jpg](#)
[NAFC grant opportunity guidelines.docx](#)
[image001.jpg](#)

UNCLASSIFIED

H s22

Please see email below and attached revised guidelines for the NAFC grant program. The Business Grants Hub have addressed most of our suggested changes.

If the risk level has been agreed s 47C could you please advise Noel and others cc'd, that there are no further comments on the guidelines, the risk level has been agreed

s 47C streamlined process can be utilised.

Many thanks.

Regards

s22



s22

Policy Officer

Grants Policy Team

Resource Management Branch

Department of Finance

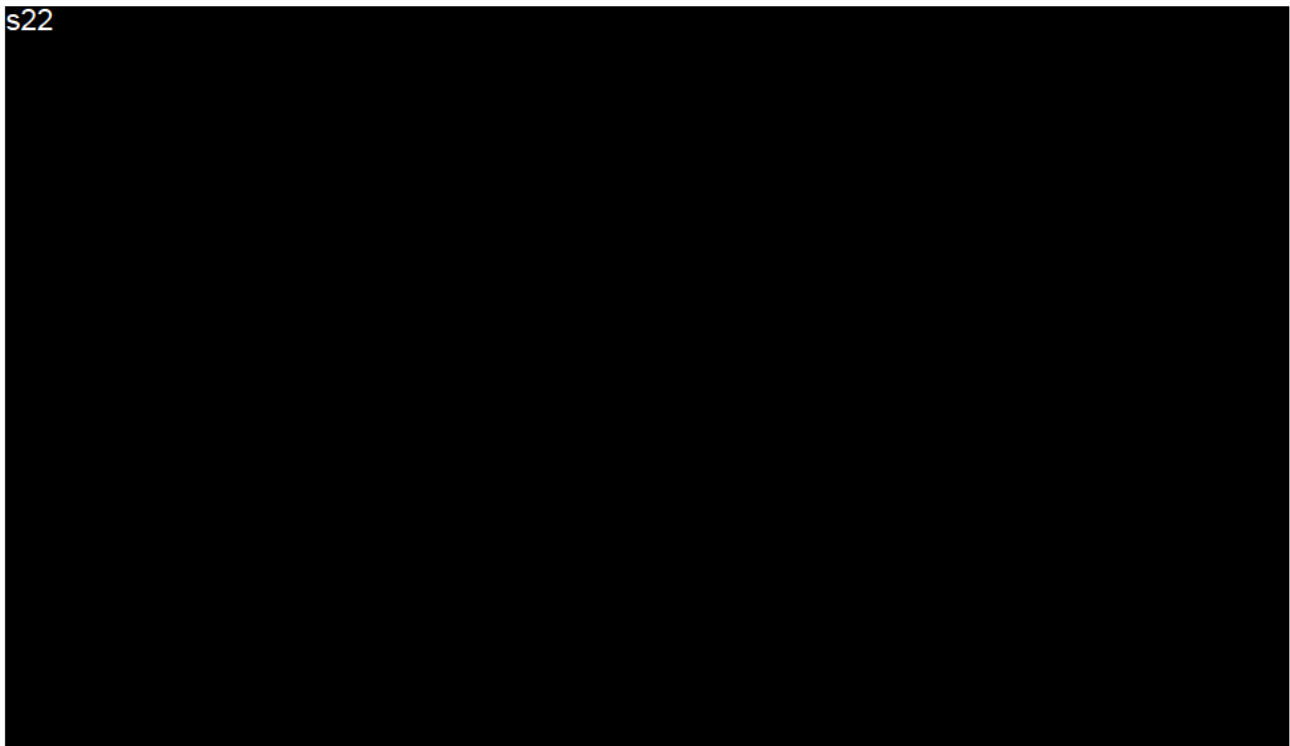
T: s22 @finance.gov.au

A: One Canberra Avenue, FORREST ACT 2603

See more about Grant Reform & GrantConnect on <https://www.youtube.com/watch?v=mS57X2RZ3MI>

UNCLASSIFIED

s22



From: s22
To: noel.taloni@industry.gov.au
Cc: [Grants Framework Unit – Finance; s22 @pmc.gov.au;](#)
[ausindustryengagement@industry.gov.au; s22 @industry.gov.au; s22 @industry.gov.au;](#)
[s22 @industry.gov.au; s22 @industry.gov.au; s22 @industry.gov.au; s22 @industry.gov.au;](#)
[s22 @homeaffairs.gov.au; s22 @homeaffairs.gov.au; LCT-AAU](#)
Subject: FW: National Aerial Firefighting Program grant opportunity guidelines - DoF comments [SEC=UNCLASSIFIED]
Date: Tuesday, 7 August 2018 4:23:19 PM
Attachments: [image004.png](#)
[image009.jpg](#)
[image002.jpg](#)

UNCLASSIFIED

Hi Noel

Finance agrees the risk level for the program s 47C has no further comments on the revised grant guidelines. As both Finance and PM&C have agreed s 47C, the streamlined process can be utilised.

Regards

s22

s22 | Director

Legal, Courts & Prime Minister and Cabinet
 Central Agencies & Attorney-General Branch
 Budget and Financial Reporting
 Department of Finance

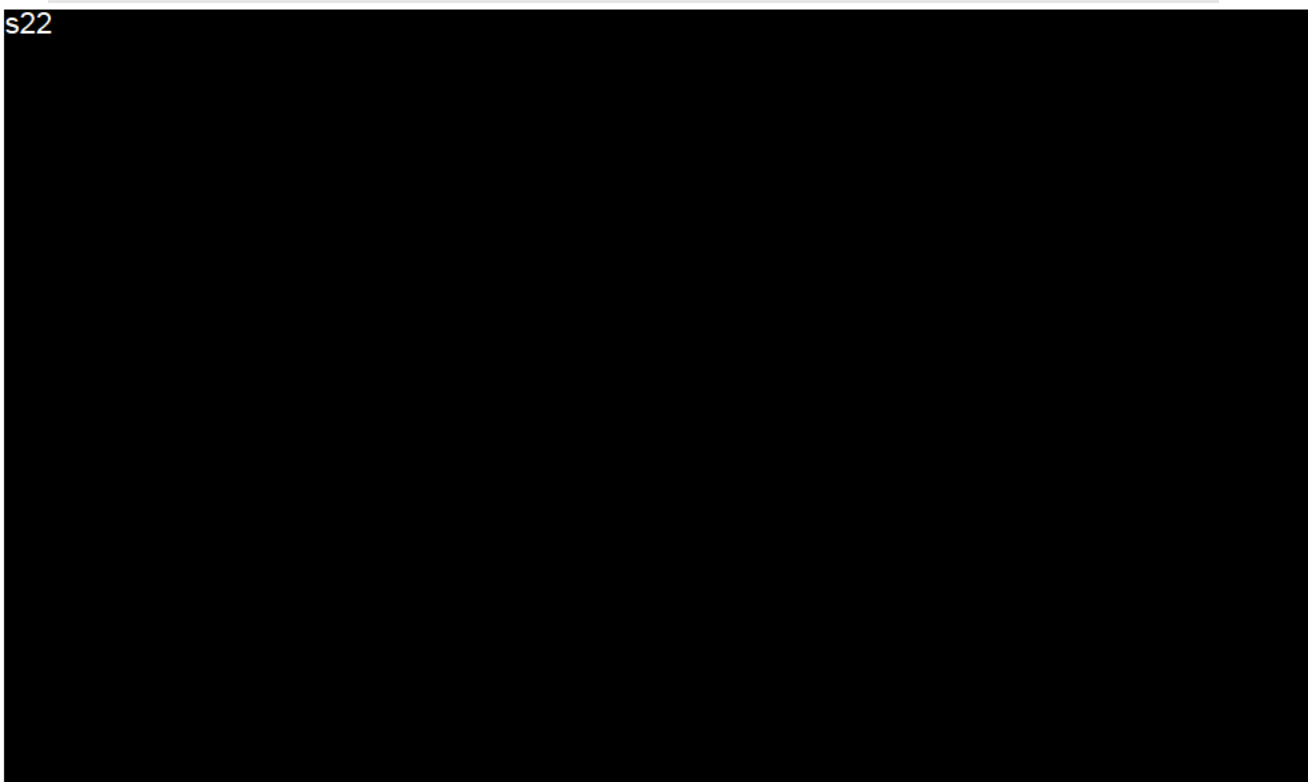
s22

s22 @finance.gov.au

A: 1 Canberra Avenue, Forrest ACT 2600

UNCLASSIFIED

s22



s22



s22



s22



s22



s22



From: [Grants Framework Unit – Finance](#)
To: s22 [Grants Framework Unit – Finance](#)
Cc: s22
Subject: FW: National Aerial Firefighting Program grant opportunity guidelines - DoF comments [DLM=For-Official-Use-Only]
Date: Monday, 10 December 2018 3:40:46 PM
Attachments: [image004.png](#)
[image009.jpg](#)
[MS18-009472_Ellis AM - AFAC.PDF](#)
[Boosting firefighting capabilities.PDF](#)
[FW NAFC Grant Guidelines - Value for Money for Additional \\$11M. SECUNCLASSIFIED.msg](#)
[NAFC grant opportunity guidelines.docx](#)
[Attachment B - NAFC Risk analysis FINAL.DOCX](#)
[image001.png](#)
[image002.jpg](#)

For-Official-Use-Only

Hi s22

As discussed by phone – Grants Policy team have no comments against this update, following our agreement to the previous version in August.

Kind regards

s22

For-Official-Use-Only

s22



s22



From: s22
To: s22 @industry.gov.au"; s22 @industry.gov.au"
Cc: s22 @pmc.gov.au"; s22 Grants Framework Unit – Finance; s22
Subject: FW: National Aerial Firefighting Program grant opportunity guidelines - DoF comments [DLM=For-Official-Use-Only] [SEC=UNCLASSIFIED]
Date: Thursday, 13 December 2018 11:05:53 AM
Attachments: [image001.png](#)
[image002.jpg](#)
[image003.png](#)
[image004.jpg](#)

UNCLASSIFIED

s22 both Finance and PM&C agree with s 47C . I understand that the Grants framework area here in Finance have no concerns either.

Regards

s22

Legal, Courts and Parliamentary

Dept of Finance

s22

UNCLASSIFIED

s22



From: s22 @finance.gov.au>

Sent: Friday, 7 December 2018 10:25 AM

To: s22 @pmc.gov.au>; s22 @pmc.gov.au>;

s22 @pmc.gov.au>; s22

@finance.gov.au>; s22 @finance.gov.au>

Subject: FW: National Aerial Firefighting Program grant opportunity guidelines - DoF comments [DLM=For-Official-Use-Only] [SEC=UNCLASSIFIED]

UNCLASSIFIED

FYI Industry have assessed the grants as s 47C and would like agreement by next Thursday
13th. s 42

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s22



s22





Australian Government

Department of Industry,
Innovation and Science

Department of Home Affairs

Business

business.gov.au

13 28 46

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Grant Opportunity Guidelines

National Aerial Firefighting Program

Opening date:	[dd mmmm yyyy]
Closing date and time:	[00.00 AEST] on [dd mmmm yyyy]
Commonwealth policy entity:	Department of Home Affairs
Administering entity	Department of Industry, Innovation and Science
Enquiries:	If you have any questions, contact us at business.gov.au .
Date guidelines released:	[dd mmmm yyyy]
Type of grant opportunity:	Closed non-competitive

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1. National Aerial Firefighting Program processes

The National Aerial Firefighting Program grant opportunity is designed to achieve Australian Government objectives

This grant opportunity contributes to Department of Home Affairs' Outcome 1. The Department of Home Affairs works with stakeholders to plan and design the grant opportunity according to the *Commonwealth Grants Rules and Guidelines 2017*.



The grant opportunity opens

We publish the grant guidelines on GrantConnect.



We assess the suitability of the intended grantee

We assess the suitability of the grantee against the selection criteria including an overall consideration of value with relevant money.



We make grant recommendation

We provide advice to the decision maker on the merits of awarding the grant.



Grant decision is made

The decision maker decides if the grant should be awarded.



We notify the grantee of the outcome

We advise the grantee of the approval of the grant.



We enter into a grant agreement

We will enter into a grant agreement with the grantee.



Delivery of grant

The grantee undertakes the grant activity as set out in the grant agreement. We manage the grant by working with the grantee, monitoring the progress and making payments.



Evaluation of the grant opportunity

We evaluate the specific grant activity and grant opportunity as a whole. We base this on information the grantee provides to us and that we collect from various sources.

2. About the grant opportunity

The National Aerial Firefighting Program grant opportunity will run over three years from 2018-19 to 2020-21. This is a cooperative national arrangement with the State and Territory Governments to combat bushfires.

This program facilitates the lease of a fleet of highly specialised firefighting aircraft that are readily available for use by State and Territory emergency service and land management agencies across Australia.

This national aircraft fleet complements aerial firefighting resources arranged directly by the State and Territory Governments. The national fleet receives funding support from the Australian Government as well as State and Territory Governments.

This program also plays a key role in ensuring the sharing of aerial firefighting resources between emergency service and land management agencies throughout Australia.

The objective of the grant opportunity is:

- to support national coordination of leasing and sharing of aerial firefighting resources between jurisdictions

The intended outcome of the grant opportunity is:

- increased access to highly specialised and effective aerial firefighting resources whose cost might otherwise be out of reach of individual jurisdictions.

This document sets out:

- the selection criteria
- how we monitor and evaluate the grantee
- responsibilities and expectations in relation to the opportunity.

The Department of Industry, Innovation and Science (the department/we) is responsible for administering the grant opportunity on behalf of the Department of Home Affairs.

We administer the program according to the Commonwealth Grants Rules and Guidelines (CGRGs)¹.

These guidelines and the [sample standard grant agreement](#) are published on GrantConnect.

We have defined key terms used in these guidelines in Appendix A.

3. Grants available

The Australian Government will provide \$44,790,000 over three years from 2018-19 to 2020-21 for this grant opportunity.

3.1. Project duration

The grant period is three years with the project to be completed by 30 June 2021.

The grant period can be extended for further period(s) up to a maximum of five years to 30 June 2023, subject to approval by the Department of Home Affairs, the Department of Industry, Innovation and Science, and the grantee.

¹ <https://www.finance.gov.au/sites/default/files/commonwealth-grants-rules-and-guidelines.pdf>

The grantee must not commence the project until a grant agreement is executed with the Commonwealth.

4. Eligibility

The Australian Government will provide funding to the National Aerial Firefighting Centre (NAFC) to continue its support to undertake National Aerial Firefighting Program in collaboration with the State and Territory Governments.

4.1. Eligible grant activities and expenditure

The grant supports availability of aircraft for aerial firefighting within Australia during the bushfire season. The grant will represent the Australian Government's contribution to meeting standing costs of leasing aircraft.

5. The selection criteria

The Department of Home Affairs considers funding the grantee to represent value for money to deliver the intended outcomes as:

- the national coordination of resources and sharing of high cost aerial firefighting equipment between jurisdictions through NAFC has proven to be an effective means of channelling Australian Government funding towards a national approach to aerial firefighting
- the National Aerial Firefighting Program enables increased access to highly specialised, costly resources which might otherwise be out of reach of individual jurisdictions. The arrangements, and the role of NAFC, have enabled efficiencies to be gained on a national level through economies of scale and streamlined resource procurement and management processes.

The Minister with responsibility for emergency management will decide whether to approve the grant.

The Minister's decision is final in all matters, including:

- the approval of funding
- the amount of grant funding awarded
- the terms and conditions of funding.

The Minister will not approve funding if there is insufficient program funds available across relevant financial years for the grant opportunity.

6. Notification of outcomes

6.1. Grant agreement

The grantee must enter into a grant agreement with the Commonwealth.

We must execute a grant agreement with the grantee before we can make any payments. We are not responsible for any expenditure the grantee incurs before a grant agreement is executed. If the grantee chooses to start their project before they have an executed grant agreement, they do so at their own risk.

The approval of the grant may have specific conditions determined by the assessment process or other considerations made by the Minister. We will identify these in the offer of funding.

If the grantee enters into an agreement under this grant opportunity they cannot receive other grants for the same activities from other Commonwealth granting programs.

The Commonwealth may recover grant funds if there is a breach of the grant agreement.

6.2. Grant agreement

We will use a standard grant agreement.

The grantee will have 30 days from the date of a written offer to execute this grant agreement with the Commonwealth ('execute' means both the grantee and the Commonwealth have signed the agreement). During this time, we will work with the grantee to finalise details. The offer may lapse if both parties do not sign the grant agreement within this time. Under certain circumstances, we may extend this period. We base the approval of the grant on the information provided in the proposal. We will review any required changes to these details to ensure they do not impact the project as approved by the Minister.

6.3. How we pay the grant

The grant agreement will state the:

- maximum grant amount we will pay.

We will not exceed the maximum grant amount under any circumstances. If the grantee incurs extra costs, they must meet them.

We will make payments according to an agreed schedule set out in the grant agreement. Payments are subject to satisfactory progress on the project.

6.4. How we monitor your project

The grantee must submit reports in line with the grant agreement. We will provide sample templates for these reports as appendices in the grant agreement. We will remind the grantee of their reporting obligations before a report is due. We will expect the grantee to report on:

- progress against agreed project milestones
- project expenditure, including expenditure of grant funds

The amount of detail provided in the reports should be relative to the project size, complexity and grant amount.

We will monitor the progress of the project by assessing reports submitted. We may conduct site visits to confirm details in the reports if necessary. Occasionally we may need to re-examine claims, seek further information or request an independent audit of claims and payments.

6.5. Progress reports

Progress reports must:

- include details of progress towards completion of agreed project activities
- show the total eligible expenditure incurred to date
- include evidence of expenditure
- be submitted by the report due date.

The grantee must discuss any project or milestone reporting delays with us as soon as they become aware of them.

6.6. End of project report

When the grantee completes the project, they must submit a final report.

Final reports must:

- include the agreed evidence as specified in the grant agreement
- identify the total eligible expenditure incurred for the project
- be submitted by the report due date
- be in the format provided in the grant agreement.

6.7. Ad-hoc report

We may ask the grantee for ad-hoc reports on the project. This may provide an update on progress, or any significant delays or difficulties in completing the project.

6.8. Independent audit report

The grantee will be required to provide an annual independent audit report. An audit report will verify that the grantee has spent the grant in accordance with the grant agreement. The audit report requires the grantee to prepare a statement of grant income and expenditure. The report template is attached to the sample standard grant agreement.

6.9. Compliance visits

We may visit the grantee during the project period, or at the completion of the project to review their compliance with the grant agreement. We may also inspect the records they are required to keep under the grant agreement. We will provide the grantee with reasonable notice of any compliance visit.

6.10. Grant agreement variations

We recognise that unexpected events may affect project progress. In these circumstances, the grantee can request a variation to their grant agreement, including:

- changing project milestones
- extending the timeframe for completing the project, up to a maximum of 5 years
- changing project activities
- an increase of grant funds.

If the grantee wants to propose changes to their grant agreement, they must put them in writing before the grant agreement end date. We will provide the grantee with a variation request template.

If a delay in the project causes milestone achievement and payment dates to move to a different financial year, the grantee will need a variation to the grant agreement. We can only move funds between financial years if there is enough program funding in the relevant year to allow for the revised payment schedule. If we cannot move the funds, some grant funding may be lost.

The grantee should not assume that a variation request will be successful. We will consider requests based on factors such as:

- how it affects the project outcome
- consistency with the program policy objective, grant opportunity guidelines and any relevant policies of the department
- changes to the timing of grant payments
- availability of program funds.

6.11. Keeping us informed

The grantee should let us know if anything is likely to affect the project or organisation.

We need to know of any key changes to the grantee or its business activities, particularly if they affect their ability to complete the project, carry on business and pay debts due.

The grantee must also inform us of any changes to their:

- name
- addresses
- nominated contact details
- bank account details.

If the grantee becomes aware of a breach of terms and conditions under the grant agreement they must contact us immediately.

The grantee must notify us of events relating to the project and provide an opportunity for the Minister or their representative to attend.

6.12. Evaluation

We will evaluate the program to determine the extent to which the funded activity is contributing to the program objectives and outcomes. We may use information from the proposal and project reports for this purpose. We may also interview the grantee, or ask for more information to help us understand how the grant impacted them and to evaluate how effective the program was in achieving its outcomes. We may contact the grantee up to one year after you finish the project for more information to assist with this evaluation.

6.13. Tax obligations

As the grantee is registered for the Goods and Services Tax (GST), we will add GST to the grant payments where applicable and provide them with a recipient created tax invoice. The grantee is required to notify us if their GST registration status changes during the project period.

Grants are assessable income for taxation purposes, unless exempted by a taxation law. We recommend independent professional advice be sought on taxation obligations or assistance sought from the [Australian Taxation Office](#). We do not provide advice on tax.

6.14. Grant acknowledgement

If the grantee makes a public statement about a project funded under the program, they must acknowledge the grant by using the following:

'This project received grant funding from the Australian Government.'

7. Conflicts of interest

7.1. Your conflict of interest responsibilities

A conflict of interest will occur if private interests conflict with the obligations under the grant. Conflicts of interest could affect the awarding or performance of the grant. A conflict of interest can be:

- real (or actual)
- apparent (or perceived)
- potential.

We will ask the grantee to declare, as part of their proposal, any perceived or existing conflicts of interests or that, to the best of your knowledge, there is no conflict of interest.

If the grantee later identify that there is an actual, apparent, or potential conflict of interest or that one might arise in relation to the grant, they must inform us in writing immediately.

7.2. Our conflict of interest responsibilities

We recognise that conflicts of interest may arise with our staff, technical experts, and others delivering the program between:

- their program duties, roles and responsibilities and
- their private interests.

We manage our conflicts of interest according to the APS Code of Conduct (section 13 (7) of the *Public Service Act 1999* (Cth)). We publish our [conflict of interest policy](#)² on the department's website.

Program officials must declare any conflicts of interest. If we consider a conflict of interest is a cause for concern, that official will not take part in the assessment.

8. How we use your information

Unless the information the grantee provides to us is:

- confidential information as per 10.1, or
- personal information as per 10.3,

we may share the information with other government agencies for a relevant Commonwealth purpose such as:

- to improve the effective administration, monitoring and evaluation of Australian Government programs
- for research
- to announce the awarding of grants.

8.1. How we handle your confidential information

We will treat the information given to us as sensitive and therefore confidential if it meets all of the following conditions:

- the grantee clearly identify the information as confidential and explain why we should treat it as confidential
- the information is commercially sensitive
- disclosing the information would cause unreasonable harm to the grantee or someone else
- the grantee provides the information with an understanding that it will stay confidential.

8.2. When we may disclose confidential information

We may disclose confidential information:

- to Commonwealth employees and contractors, to help us manage the program effectively
- to the Auditor-General, Ombudsman or Privacy Commissioner

²

<https://www.industry.gov.au/AboutUs/InformationPublicationScheme/Ourpolicies/Documents/Conflict-of-Interest-and-Inside-Trade-Expectations-Policy.pdf>

- to the responsible Minister or Assistant Minister
- to a House or a Committee of the Australian Parliament.

We may also disclose confidential information if:

- we are required or authorised by law to disclose it
- the grantee agrees to the information being disclosed, or
- someone other than us has made the confidential information public.

8.3. How we use your personal information

We must treat the grantee's personal information according to the Australian Privacy Principles (APPs) and the *Privacy Act 1988* (Cth). This includes letting the grantee know:

- what personal information we collect
- why we collect personal information
- to whom we give personal information.

We may give the personal information we collect from the grantee to our employees and contractors and other Commonwealth employees and contractors, so we can:

- manage the program
- research, assess, monitor and analyse our programs and activities.

We, or the Minister, may:

- announce the names of successful applicants to the public
- publish personal information on the department's websites.

You may read our [Privacy Policy](#)³ on the department's website for more information on:

- what is personal information
- how we collect, use, disclose and store your personal information
- how you can access and correct your personal information.

8.4. Public announcement

We will publish non-sensitive details of successful projects on GrantConnect. We are required to do this by the *Commonwealth Grants Rules and Guidelines* and the [Australian Government Public Data Policy Statement](#)⁴, unless otherwise prohibited by law. This information may include:

- name of your organisation
- title of the project
- description of the project and its aims
- amount of grant funding awarded
- Australian Business Number
- business location
- your organisation's industry sector.

³ <http://www.industry.gov.au/Pages/PrivacyPolicy.aspx>

⁴ <http://www.dpmc.gov.au/resource-centre/data/australian-government-public-data-policy-statement>

We publish this information to ensure open access to non-sensitive data within Australian Government agencies to enable greater innovation and productivity across all sectors of the Australian economy.

8.5. Freedom of information

All documents in the possession of the Australian Government, including those about the program, are subject to the *Freedom of Information Act 1982* (Cth) (FOI Act).

The purpose of the FOI Act is to give members of the public rights of access to information held by the Australian Government and its entities. Under the FOI Act, members of the public can seek access to documents held by the Australian Government. This right of access is limited only by the exceptions and exemptions necessary to protect essential public interests and private and business affairs of persons in respect of whom the information relates.

If someone requests a document under the FOI Act, we will release it (though we may need to consult with you and/or other parties first) unless it meets one of the exemptions set out in the FOI Act.

9. Enquiries and feedback

For further information or clarification, you can contact us on 13 28 46 or by [web chat](#) or through our [online enquiry form](#) on business.gov.au.

Our [Customer Service Charter](#) is available at business.gov.au. We use customer satisfaction surveys to improve our business operations and service.

If you have a complaint, call us on 13 28 46. We will refer your complaint to the appropriate manager.

If you are not satisfied with the way we handle your complaint, you can contact:

Head of Division
AusIndustry - Support for Business
Department of Industry, Innovation and Science
GPO Box 2013
CANBERRA ACT 2601

You can also contact the [Commonwealth Ombudsman](#)⁵ with your complaint (call 1300 362 072). There is no fee for making a complaint, and the Ombudsman may conduct an independent investigation.

⁵ <http://www.ombudsman.gov.au/>

Appendix A. Definitions of key terms

Term	Definition
AusIndustry	The division of the same name within the department.
Department	The Department of Industry, Innovation and Science.
Eligible activities	The activities undertaken by a grantee in relation to a project that are eligible for funding support as set out in 4.1.
Eligible expenditure	The expenditure incurred by a grantee on a project and which is eligible for funding support as set out in 4.1.
Grant agreement	A legally binding contract between the Commonwealth and a grantee for the grant funding
Grant funding or grant funds	The funding made available by the Commonwealth to grantees under the program.
Grantee	The recipient of grant funding under a grant agreement.
Guidelines	Guidelines that the Minister gives to the department to provide the framework for the administration of the program, as in force from time to time.
Minister	The Commonwealth Minister for Law Enforcement and Cyber Security.
Non-income-tax-exempt	Not exempt from income tax under Division 50 of the <i>Income Tax Assessment Act 1997</i> (Cth) or under Division 1AB of Part III of the <i>Income Tax Assessment Act 1936</i> (Cth).
Personal information	Has the same meaning as in the <i>Privacy Act 1988</i> (Cth) which is: Information or an opinion about an identified individual, or an individual who is reasonably identifiable: a. whether the information or opinion is true or not; and b. whether the information or opinion is recorded in a material form or not.
Program funding or Program funds	The funding made available by the Commonwealth for the program.
Project	A project described in an application for grant funding under the program.

National Aerial Firefighting Program - program guidelines self-assessment risk analysis

1. Program details

Name of agency

Department of Home Affairs (policy agency)
Department of Industry, Innovation and Science (business grants hub)

Name of programme

National Aerial Firefighting Program

Summary of program

This program facilitates the lease of a fleet of highly specialised firefighting aircraft that are readily available for use by State and Territory emergency service and land management agencies across Australia.

Total cost of program and cost over the Budget and forward estimates

\$44.790 million over three years from 2018-19 to 2020-21

Policy authority for program

- s 42 [REDACTED]
- legislative authority - *Financial Framework (Supplementary Powers) Regulations 1997* (FMA Regs), Schedule 1AA, Item 402.023.

Other relevant information

There are plans to merge the National Aerial Firefighting Centre (NAFC) into the Australasian Fire and Emergency Service Authorities Council Limited (AFAC). s 42 [REDACTED]

2. Discussion of key issues and implementation risks

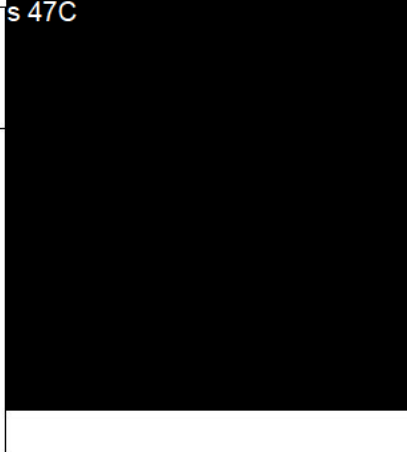
The national coordination of resources and sharing of high cost aerial firefighting equipment between jurisdictions through NAFC has proven to be an effective means of channelling Australian Government funding towards a national approach to aerial firefighting.

3. Risk assessment

s 47C [REDACTED] This is an ongoing program where the Australian Government contributes a share of the funding with the State and Territory Governments. It ensures the sharing of aerial firefighting resources between emergency service and land management agencies throughout Australia.

4. Risk management

The main risk is the failure to achieve the objectives and intent of the funding provided to NAFC. KPMG were engaged to develop an Assurance Mapping (Pilot) Final Report, dated November 2016, which included the NAFC - see below.

Business Area / Function	Overview	Risks	Assurance Mechanisms Observed	Gaps / Limitations & Implications
<p>National Aerial Firefighting Centre (NAFC)</p> <p><i>Assurance rating: moderate</i></p>	<p>The Department is committed to the funding assistance to NAFC to meet the costs of leasing Aircraft deployed within Australia to undertaken aerial firefighting.</p> <p>NAFC was formed by the Australian Government and all States & Territories in July 2003 to provide a cooperative national arrangement for combating bushfires. It achieves this by facilitating the coordination and leasing of a fleet of highly specialised firefighting aircraft that are readily available for use by State and Territory emergency services and land management agencies across Australia.</p> <p>Funding provided by the Department is subject to the terms and conditions laid out in the Funding Agreement with NAFC.</p>	<p>Failure to achieve the objectives & intent of the funding provided to NAFC.</p>	<p><u>Management Reporting and Monitoring</u></p> <p>NAFC reports biannually on progress achieved and compliance with the Funding Agreement. This information is reported to the Director General, Emergency Management Australia (DGEMA).</p> <p><u>External Assurance</u></p> <p>NAFC is required to provide an annual audited statement of receipts and expenditure as well as annual declaration of compliance with the funding agreement.</p> <p>NAFC's financial statements are independently audited by a Chartered Accounting Firm.</p>	<p>s 47C</p> 



Australian Government
Department of Industry,
Innovation and Science
Department of Home Affairs

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Grant Opportunity Guidelines

National Aerial Firefighting Program

Commonwealth policy entity:	Department of Home Affairs
Administering entity	Department of Industry, Innovation and Science
Enquiries:	NAFC@industry.gov.au
Date guidelines released:	7 September 2018 December 2018
Type of grant opportunity:	Closed non-competitive

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1. National Aerial Firefighting Program processes

The National Aerial Firefighting Program grant opportunity is designed to achieve Australian Government objectives

This grant opportunity contributes to Department of Home Affairs' Outcome 1. The Department of Home Affairs works with stakeholders to plan and design the grant opportunity according to the *Commonwealth Grants Rules and Guidelines 2017*.



The grant opportunity opens

We publish the grant guidelines on GrantConnect.



We assess the suitability of the intended grantee

We assess the suitability of the grantee against the selection criteria including an overall consideration of value with relevant money.



We make grant recommendation

We provide advice to the decision maker on the merits of awarding the grant.



Grant decision is made

The decision maker decides if the grant should be awarded.



We notify the grantee of the outcome

We advise the grantee of the approval of the grant.



We enter into a grant agreement

We will enter into a grant agreement with the grantee.



Delivery of grant

The grantee undertakes the grant activity as set out in the grant agreement. We manage the grant by working with the grantee, monitoring the progress and making payments.



Evaluation of the grant opportunity

We evaluate the specific grant activity and grant opportunity as a whole. We base this on information the grantee provides to us and that we collect from various sources.

2. About the grant opportunity

The National Aerial Firefighting Program grant opportunity will run over three years from 2018-19 to 2020-21. This is an ongoing cooperative national arrangement with the State and Territory Governments to combat bushfires.

This program facilitates the lease of a fleet of highly specialised firefighting aircraft that are readily available for use by State and Territory emergency service and land management agencies across Australia.

This national aircraft fleet complements aerial firefighting resources arranged directly by the State and Territory Governments. The national fleet receives funding support from the Australian Government as well as State and Territory Governments.

This program also plays a key role in ensuring the sharing of aerial firefighting resources between emergency service and land management agencies throughout Australia.

The objective of the grant opportunity is:

- to support national coordination of leasing and sharing of aerial firefighting resources between jurisdictions.

The intended outcome of the grant opportunity is:

- increased access to highly specialised and effective aerial firefighting resources whose cost might otherwise be out of reach of individual jurisdictions.

This document sets out:

- the selection criteria
- how we monitor and evaluate the grantee
- responsibilities and expectations in relation to the opportunity.

The Department of Industry, Innovation and Science (the department/we) is responsible for administering the grant opportunity on behalf of the Department of Home Affairs.

We administer the program according to the Commonwealth Grants Rules and Guidelines (CGRGs)¹.

These guidelines and the [sample standard grant agreement](#) are published on GrantConnect.

We have defined key terms used in these guidelines in Appendix A.

2.1. Grant amount and grant period

The Australian Government has announced a total of \$44,790,000 over three years from 2018-19 to 2020-21 for this grant opportunity. [In addition, on 5 December 2018 the Prime Minister announced a further \\$11 million to be provided in 2018-19.](#)

3. Grants available

A grant will be provided under the National Aerial Firefighting Program as the Australian Government's contribution to a cooperative national arrangement for combating bushfires.

¹ <https://www.finance.gov.au/sites/default/files/commonwealth-grants-rules-and-guidelines.pdf>

3.1. Project duration

The grant period is three years with the project to be completed by 30 June 2021.

The grant period can be extended for further period(s) up to a maximum of five years to 30 June 2023, subject to approval by the Department of Home Affairs, the Department of Industry, Innovation and Science, and the grantee.

The grantee must not commence the project until a grant agreement is executed with the Commonwealth.

4. Eligibility criteria

4.1. Who is eligible?

A grant will be provided to the National Aerial Firefighting Centre (NAFC) to support the National Aerial Firefighting Program. NAFC was formed in July 2003 by the Australian States and Territories to provide a cooperative national arrangement for combating bushfires.

4.2. Eligible grant activities and expenditure

The grant supports availability of aircraft for aerial firefighting within Australia during the bushfire season. The grant will represent the Australian Government's contribution to meeting standing costs of leasing aircraft.

5. The selection process

The national coordination of resources and sharing of high cost aerial firefighting equipment between jurisdictions through NAFC has proven to be an effective means of channelling Australian Government funding towards a national approach to aerial firefighting.

The National Aerial Firefighting Program enables increased access to highly specialised, costly resources which might otherwise be out of reach of individual jurisdictions. The arrangements, and the role of NAFC, have enabled efficiencies to be gained on a national level through economies of scale and streamlined resource procurement and management processes.

NAFC have demonstrated their capacity and capability to undertake this national coordination role.

They have demonstrated compliance with Subdivision 60-C of the *Australian Charities and Not-for-Profits Commission Act 2012*, where they are required to provide the Commissioner of the Australian Charities and Not-for-Profits Commission (ACNC) with annual financial statements, along with an independent audit.

5.1. Final decision

The Minister with responsibility for emergency management will decide whether to approve the grant taking into account their previous record in coordinating a cooperative national arrangement with the State and Territory Governments to combat bushfires.

The Minister's decision is final in all matters, including:

- the approval of funding
- the amount of grant funding awarded
- the terms and conditions of funding.

The Minister will not approve funding if there is insufficient program funds available across relevant financial years for the grant opportunity.

6. Notification of outcomes

6.1. Grant agreement

The grantee must enter into a grant agreement with the Commonwealth.

We must execute a grant agreement with the grantee before we can make any payments.

The approval of the grant may have specific conditions determined by the assessment process or other considerations made by the Minister. We will identify these in the offer of funding.

If the grantee enters into an agreement under this grant opportunity they cannot receive other grants for the same activities from other Commonwealth granting programs.

The Commonwealth may recover grant funds if there is a breach of the grant agreement.

6.2. Grant agreement

We will use a standard grant agreement.

The grantee will have 30 days from the date of a written offer to execute this grant agreement with the Commonwealth ('execute' means both the grantee and the Commonwealth have signed the agreement). During this time, we will work with the grantee to finalise details. The offer may lapse if both parties do not sign the grant agreement within this time. Under certain circumstances, we may extend this period.

6.3. How we pay the grant

The grant agreement will state the:

- maximum grant amount we will pay.

We will not exceed the maximum grant amount under any circumstances. If the grantee incurs extra costs, they must meet them.

We will make payments according to an agreed schedule set out in the grant agreement. Payments are subject to satisfactory progress on the project.

6.4. How we monitor your project

The grantee must submit reports in line with the grant agreement. We will provide sample templates for these reports as appendices in the grant agreement. We will remind the grantee of their reporting obligations before a report is due. We will expect the grantee to report on:

- progress against agreed project milestones
- project expenditure, including expenditure of grant funds

The amount of detail provided in the reports should be relative to the project size, complexity and grant amount.

We will monitor the progress of the project by assessing reports submitted. We may conduct site visits to confirm details in the reports if necessary. Occasionally we may need to re-examine claims, seek further information or request an independent audit of claims and payments.

6.5. Progress reports

Progress reports must:

- include details of progress towards completion of agreed project activities
- show the total eligible expenditure incurred to date

- include evidence of expenditure
- be submitted by the report due date.

The grantee must discuss any project or milestone reporting delays with us as soon as they become aware of them.

6.6. End of project report

When the grantee completes the project, they must submit a final report.

Final reports must:

- include the agreed evidence as specified in the grant agreement
- identify the total eligible expenditure incurred for the project
- be submitted by the report due date
- be in the format provided in the grant agreement.

6.7. Ad-hoc report

We may ask the grantee for ad-hoc reports on the project. This may provide an update on progress, or any significant delays or difficulties in completing the project.

6.8. Independent audit report

The grantee will be required to provide an annual independent audit report. An audit report will verify that the grantee has spent the grant in accordance with the grant agreement. The audit report requires the grantee to prepare a statement of grant income and expenditure. The report template is attached to the sample standard grant agreement.

6.9. Grant agreement variations

We recognise that unexpected events may affect project progress. In these circumstances, the grantee can request a variation to their grant agreement, including:

- changing project milestones
- extending the timeframe for completing the project, up to a maximum of 5 years
- changing project activities
- an increase of grant funds.

If the grantee wants to propose changes to their grant agreement, they must put them in writing before the grant agreement end date. We will provide the grantee with a variation request template.

If a delay in the project causes milestone achievement and payment dates to move to a different financial year, the grantee will need a variation to the grant agreement. We can only move funds between financial years if there is enough program funding in the relevant year to allow for the revised payment schedule. If we cannot move the funds, some grant funding may be lost.

The grantee should not assume that a variation request will be successful. We will consider requests based on factors such as:

- how it affects the project outcome
- consistency with the program policy objective, grant opportunity guidelines and any relevant policies of the department
- changes to the timing of grant payments
- availability of program funds.

6.10. Keeping us informed

The grantee should let us know if anything is likely to affect the project or organisation.

We need to know of any key changes to the grantee or its business activities, particularly if they affect their ability to complete the project, carry on business and pay debts due.

The grantee must also inform us of any changes to their:

- name
- addresses
- nominated contact details
- bank account details.

If the grantee becomes aware of a breach of terms and conditions under the grant agreement they must contact us immediately.

The grantee must notify us of events relating to the project and provide an opportunity for the Minister or their representative to attend.

6.11. Evaluation

We will evaluate the program to determine the extent to which the funded activity is contributing to the program objectives and outcomes. We may use information from project reports for this purpose. We may also interview the grantee, or ask for more information to help us understand how the grant impacted them and to evaluate how effective the program was in achieving its outcomes. We may contact the grantee up to one year after you finish the project for more information to assist with this evaluation.

6.12. Tax obligations

As the grantee is registered for the Goods and Services Tax (GST), we will add GST to the grant payments where applicable and provide them with a recipient created tax invoice. The grantee is required to notify us if their GST registration status changes during the project period.

Grants are assessable income for taxation purposes, unless exempted by a taxation law. We recommend independent professional advice be sought on taxation obligations or assistance sought from the [Australian Taxation Office](#). We do not provide advice on tax.

7. Conflicts of interest

7.1. Your conflict of interest responsibilities

A conflict of interest will occur if private interests conflict with the obligations under the grant. Conflicts of interest could affect the awarding or performance of the grant. A conflict of interest can be:

- real (or actual)
- apparent (or perceived)
- potential.

We will ask the grantee to declare, any perceived or existing conflicts of interests or that, to the best of your knowledge, there is no conflict of interest.

If the grantee later identify that there is an actual, apparent, or potential conflict of interest or that one might arise in relation to the grant, they must inform us in writing immediately.

7.2. Our conflict of interest responsibilities

We recognise that conflicts of interest may arise with our staff, technical experts, and others delivering the program between:

- their program duties, roles and responsibilities and
- their private interests.

We manage our conflicts of interest according to the APS Code of Conduct (section 13 (7) of the *Public Service Act 1999* (Cth)). We publish our [conflict of interest policy²](#) on the department's website.

Program officials must declare any conflicts of interest. If we consider a conflict of interest is a cause for concern, that official will not take part in the assessment.

8. How we use your information

Unless the information the grantee provides to us is:

- confidential information as per 8.1, or
- personal information as per 8.3,

we may share the information with other government agencies for a relevant Commonwealth purpose such as:

- to improve the effective administration, monitoring and evaluation of Australian Government programs
- for research
- to announce the awarding of grants.

8.1. How we handle your confidential information

We will treat the information given to us as sensitive and therefore confidential if it meets all of the following conditions:

- the grantee clearly identify the information as confidential and explain why we should treat it as confidential
- the information is commercially sensitive
- disclosing the information would cause unreasonable harm to the grantee or someone else
- the grantee provides the information with an understanding that it will stay confidential.

8.2. When we may disclose confidential information

We may disclose confidential information:

- to Commonwealth employees and contractors, to help us manage the program effectively
- to the Auditor-General, Ombudsman or Privacy Commissioner
- to the responsible Minister or Assistant Minister
- to a House or a Committee of the Australian Parliament.

²

<https://www.industry.gov.au/AboutUs/InformationPublicationScheme/Ourpolicies/Documents/Conflict-of-Interest-and-Inside-Trade-Expectations-Policy.pdf>

We may also disclose confidential information if:

- we are required or authorised by law to disclose it
- the grantee agrees to the information being disclosed, or
- someone other than us has made the confidential information public.

8.3. How we use your personal information

We must treat the grantee's personal information according to the Australian Privacy Principles (APPs) and the *Privacy Act 1988* (Cth). This includes letting the grantee know:

- what personal information we collect
- why we collect personal information
- to whom we give personal information.

We may give the personal information we collect from the grantee to our employees and contractors and other Commonwealth employees and contractors, so we can:

- manage the program
- research, assess, monitor and analyse our programs and activities.

We, or the Minister, may:

- announce the names of successful applicants to the public
- publish personal information on the department's websites.

You may read our [Privacy Policy](#)³ on the department's website for more information on:

- what is personal information
- how we collect, use, disclose and store your personal information
- how you can access and correct your personal information.

8.4. Freedom of information

All documents in the possession of the Australian Government, including those about the program, are subject to the *Freedom of Information Act 1982* (Cth) (FOI Act).

The purpose of the FOI Act is to give members of the public rights of access to information held by the Australian Government and its entities. Under the FOI Act, members of the public can seek access to documents held by the Australian Government. This right of access is limited only by the exceptions and exemptions necessary to protect essential public interests and private and business affairs of persons in respect of whom the information relates.

If someone requests a document under the FOI Act, we will release it (though we may need to consult with you and/or other parties first) unless it meets one of the exemptions set out in the FOI Act.

9. Enquiries and feedback

For further information or clarification, you can contact us on 13 28 46 or by [web chat](#) or through our [online enquiry form](#) on [business.gov.au](#).

³ <http://www.industry.gov.au/Pages/PrivacyPolicy.aspx>

Our [Customer Service Charter](#) is available at business.gov.au. We use customer satisfaction surveys to improve our business operations and service.

If you have a complaint, call us on 13 28 46. We will refer your complaint to the appropriate manager.

If you are not satisfied with the way we handle your complaint, you can contact:

Head of Division
AusIndustry - Support for Business
Department of Industry, Innovation and Science
GPO Box 2013
CANBERRA ACT 2601

You can also contact the [Commonwealth Ombudsman](#)⁴ with your complaint (call 1300 362 072). There is no fee for making a complaint, and the Ombudsman may conduct an independent investigation.

⁴ <http://www.ombudsman.gov.au/>

Appendix A. Definitions of key terms

Term	Definition
AusIndustry	The division of the same name within the department.
Department	The Department of Industry, Innovation and Science.
Eligible activities	The activities undertaken by a grantee in relation to a project that are eligible for funding support as set out in 4.1.
Eligible expenditure	The expenditure incurred by a grantee on a project and which is eligible for funding support as set out in 4.1.
Grant agreement	A legally binding contract between the Commonwealth and a grantee for the grant funding
Grant funding or grant funds	The funding made available by the Commonwealth to grantees under the program.
Grantee	The recipient of grant funding under a grant agreement.
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Program funding or Program funds	The funding made available by the Commonwealth for the program.
Project	The Australian Government's contribution to a cooperative national arrangement for combating bushfires.

National Aerial Firefighting Program - program guidelines self-assessment risk analysis

1. Program details

Name of agency

Department of Home Affairs (policy agency)
Department of Industry, Innovation and Science (business grants hub)

Name of programme

National Aerial Firefighting Program

Summary of program

This program facilitates the lease of a fleet of highly specialised firefighting aircraft that are readily available for use by State and Territory emergency service and land management agencies across Australia.

Total cost of program and cost over the Budget and forward estimates

\$44.790 million over three years from 2018-19 to 2020-21.

[In addition, on 5 December 2018 the Prime Minister announced a further \\$11 million to be provided in 2018-19.](#)

Policy authority for program

- s 42 [REDACTED]
- legislative authority - *Financial Framework (Supplementary Powers) Regulations 1997* (FFSP Regs), Schedule 1AA, Item 402.023.

Other relevant information

There are plans to merge the National Aerial Firefighting Centre (NAFC) into the Australasian Fire and Emergency Service Authorities Council Limited (AFAC). s 42 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. Discussion of key issues and implementation risks

The national coordination of resources and sharing of high cost aerial firefighting equipment between jurisdictions through NAFC has proven to be an effective means of channelling Australian Government funding towards a national approach to aerial firefighting. This is a longstanding program and there is broad government support of it.

3. Risk assessment

s 47C [REDACTED]. This is an ongoing program where the Australian Government contributes a share of the funding with the State and Territory Governments. It ensures the sharing of aerial firefighting resources between emergency service and land management agencies throughout Australia.

4. Risk management

The main risk is the failure to achieve the objectives and intent of the funding provided to NAFC. KPMG were engaged by the Attorney General's Department to develop an Assurance Mapping (Pilot) Final Report, dated November 2016, which included the NAFC - see below. s 47C [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Business Area / Function	Overview	Risks	Assurance Mechanisms Observed	Gaps / Limitations & Implications
<p>National Aerial Firefighting Centre (NAFC)</p> <p><i>Assurance rating: moderate</i></p>	<p>The Department is committed to the funding assistance to NAFC to meet the costs of leasing Aircraft deployed within Australia to undertaken aerial firefighting.</p> <p>NAFC was formed by the Australian Government and all States & Territories in July 2003 to provide a cooperative national arrangement for combating bushfires. It achieves this by facilitating the coordination and leasing of a fleet of highly specialised firefighting aircraft that are readily available for use by State and Territory emergency services and land management agencies across Australia.</p> <p>Funding provided by the Department is subject to the terms and conditions laid out in the Funding Agreement with NAFC.</p>	<p>Failure to achieve the objectives & intent of the funding provided to NAFC.</p>	<p><u>Management Reporting and Monitoring</u></p> <p>NAFC reports biannually on progress achieved and compliance with the Funding Agreement. This information is reported to the Director General, Emergency Management Australia (DGEMA).</p> <p><u>External Assurance</u></p> <p>NAFC is required to provide an annual audited statement of receipts and expenditure as well as annual declaration of compliance with the funding agreement.</p> <p>NAFC's financial statements are independently audited by a Chartered Accounting Firm.</p>	<p>s 47C</p> 