



Australian Government

National Indigenous Australians Agency

MEMORANDUM OF UNDERSTANDING

between

The Commonwealth of Australia as represented by the National Indigenous Australians Agency,
ABN 30 429 895 164

and

The Australian Charities and Not-for-profits Commission, ABN 54 488 464 865

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Parties

The Commonwealth of Australia as represented by the National Indigenous Australians Agency, ABN 30 429 895 164, of Charles Perkins House, 16 Bowes Place, Phillip ACT 2606

(the **NIAA**)

and

The Australian Charities and Not-for-profits Commission, ABN 54 488 464 865, of Collins Square Tower 3, 747 Collins Street Docklands VIC 3008

(the **ACNC**)

Purpose

- A. This MOU sets out the working relationship between the NIAA and the ACNC.
- B. The NIAA and the ACNC will (where appropriate):
 - exchange information; and
 - assist each other in the performance of their statutory functions and purposes to improve outcomes for both Parties.
- C. There are no funding agreements or costs involved in this MOU.

Terms

1 Definitions

In this MOU unless the context indicates a contrary intention:

ABN means the Australian Business Number;

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012*;

Address for Service means the address of a Party's Representative specified in Item 7 of Schedule 1;

Business Day means a day on which banks are open for general banking business in Canberra, ACT, excluding Saturdays and Sundays;

Commencement Date means the date specified in Item 1 of Schedule 1;

Eligible Data Breach means an 'Eligible Data Breach' as defined in the Privacy Act;

End Date means the date specified in Item 2 of Schedule 1;

Funding means the funding contribution of each Party specified in Item 3 of Schedule 1;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Item means an item in Schedule 1;

Parties means the parties described in this MOU;

Personal Information means 'personal information' as defined in the Privacy Act;

PGPA Act means the *Public Governance, Performance and Accountability Act 2013* (Cth);

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

Protected ACNC Information has the same meaning as defined in s 150-15 of the ACNC Act;

Purpose means the Purpose specified in Schedule 1;

Representative means the nominated personnel of a Party specified in Item 5 of Schedule 1;

Requirements means the key requirements of each Party specified in Item 4 of Schedule 1;

Schedule 1 means the schedule attached to this MOU; and

Term means the term described in clause 3.

2 Relationship of the Parties

- (a) The Parties acknowledge that this MOU is not intended to be legally binding.
- (b) Each Party will act in good faith towards the other Party and use its best endeavours to comply with this MOU.

3 Term

This MOU is effective on the Commencement Date and, subject to clause 12, will expire on the End Date.

4 Roles and responsibilities of the Parties

- (a) The Parties acknowledge that, in connection with this MOU, each Party will comply with the Requirements.
- (b) The Parties will:
 - (i) ensure a collaborative working relationship is maintained to achieve the Requirements;
 - (ii) commit to working collaboratively in relation to addressing any requirement to vary the Requirements;
 - (iii) implement appropriate internal controls to give effect to the matters agreed in this MOU.

5 Financial arrangements

- (a) No fees, payments, charges or any other monetary amounts (however described) are payable from one Party to another with respect to this MOU. Nothing in this clause prevents:
 - (i) a Party from agreeing, in a separate agreement or document, to pay any amount to a third party; or
 - (ii) the Parties from entering a separate and legally binding contract which requires the payment of an amount.
- (b) Each Party will bear its own costs and expenses of negotiating and performing its obligations under this MOU.

6 Notices

Any notice or communication given under or in connection with this MOU:

- (a) must be in writing;
- (b) must be addressed and delivered to the Representative or their nominated contact person(s) by hand, by post or by email at its Address for Service; and
- (c) is taken to be given and received:
 - (i) in the case of hand delivery, when delivered;
 - (ii) in the case of delivery by post, seven Business Days after the date of posting; and
 - (iii) in the case of delivery by email, at the time when the email is capable of being retrieved by the addressee at the email address in its Address for Service.
- (d) If a Representative of one party wishes to appoint a nominated contact person or persons for the purposes of clause 6(b) of this MoU, the Representative must promptly notify the other party in writing. This notice is to include:
 - (i) The full name, phone number and email address of the nominated contact person; and
 - (ii) Confirmation the notice is being issued under clause 6(d) of this MoU.

7 Governance

The Parties will meet on a regular basis (at least every six months) during the Term of this MOU to discuss progress and any arising issues.

8 Information sharing

- (a) Subject to statutory obligations (including secrecy provisions) and any relevant policy requirements, the Parties will share relevant information as provided for in this MOU.
- (b) The Parties may share information on key themes, trends, organisations of interest and any other matters that would assist the Parties in meeting their Requirements.
- (c) Where classified or operationally sensitive information is shared, the Party providing the information shall provide guidance on how such information should be managed. The receiving Party will follow all reasonable directions to prevent any further dissemination of that information, including utilising the appropriate security classification.
- (d) Where commercial in confidence information is shared, the Party providing the information shall provide guidance on how such information should be managed. The receiving Party will follow all reasonable directions to prevent any further dissemination of that information, including utilising the appropriate security classification.
- (e) Where the ACNC shares Protected ACNC Information, pursuant to a lawful exemption, the ACNC shall inform the NIAA in writing that the information is Protected ACNC Information and whether the NIAA is subject to any related secondary use or disclosure obligations under the ACNC Act.
- (f) The receiving Party will raise any issues or breaches of confidentiality as soon as practicable with the originating Party.

- (g) In performing their roles and responsibilities under this MOU, each Party acknowledges that they are bound by, and agree to comply with, and to ensure their officers, employees and agents comply with the Privacy Act.
- (h) If a Party suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by that Party as a result of this MoU, that Party will:
 - (i) immediately report it to the other Party and provide a written report within three (3) Business Days; and
 - (ii) carry out an assessment in accordance with the requirement of the Privacy Act.
- (i) Where a Party is aware that there has been an Eligible Data Breach in relation to this MOU, that Party must:
 - (i) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates;
 - (ii) take all other action necessary to comply with the requirements of the Privacy Act; and
 - (iii) take any other action as reasonably directed by the other Party.

9 Compliance with Laws

Each Party must comply with all laws applicable to the performance of this MOU and not cause the other Party to breach any laws.

10 Variation

This MOU may be varied by written agreement of both Parties.

11 Termination

This MOU may be terminated by either Party with 10 Business Days' written notice to the Representative of the other Party.

12 Dispute Resolution

- (a) The Parties acknowledge that the nature of this MOU is to formalise the close working partnership of the Parties. Therefore, the Parties will ensure there is open communication and collaboration to address any issues arising in relation to a Party's performance of this MOU.
- (b) Either Party may give written notice of a dispute to the other Party specifying the details of the dispute.
- (c) The nominated Representatives of the Parties will endeavour in good faith to agree upon a resolution of the dispute.
- (d) If the nominated Representatives of the Parties cannot resolve any disputes within a reasonable time, it will be referred to Chief Executive Officer of the NIAA and the Commissioner of the ACNC for resolution.

- (e) At all times during a dispute, and while awaiting resolution, both Parties agree to fulfil their obligations under this MOU.

Executed as an agreement

Signed for and on behalf of the
Commonwealth of Australia as
represented by the National Indigenous
Australians Agency by

Sam White

Group Manager

Integrity Group Manager

28/11/2025.

Date



Signature

Signed for and on behalf of the ACNC by

Cate Bennett
Assistant Commissioner - General Counsel and Regulatory Services
27 November 2025

Date



Signature

Schedule 1

Item	Description	Details								
1.	Commencement Date	The date the last Party signs this MOU.								
2.	End Date	The date this MOU is terminated by written agreement of both Parties under clause 11.								
3.	Purpose	<p>This MoU is intended to:</p> <ul style="list-style-type: none">• Facilitate a collaborative, productive and collegiate working relationship between the Parties;• Facilitate the exchange of relevant information to the extent permitted by relevant legislation, to support the integrity of Australia's not-for-profit sector and the Australian Government Grants Framework, particularly where there are mutual areas of interest; and• Share key and / or systemic issues, where appropriate, relevant to a mutual area of interest identified by either Party are brought to the other Party's attention.								
4.	Requirements	<table><tr><th>NIAA</th><th>ACNC</th></tr><tr><td>The NIAA will:</td><td>The ACNC will:</td></tr><tr><td>1.1 provide information and assistance to the ACNC as required; and</td><td>1.1 provide information and assistance to the NIAA as required; and</td></tr><tr><td>1.2 refer matters to the ACNC where the NIAA has reasonable grounds to believe this will support the Purpose of the MoU, where appropriate.</td><td>1.2 refer matters to the NIAA where the ACNC has reasonable grounds to believe this will support the Purpose of the MoU, where appropriate.</td></tr></table>	NIAA	ACNC	The NIAA will:	The ACNC will:	1.1 provide information and assistance to the ACNC as required; and	1.1 provide information and assistance to the NIAA as required; and	1.2 refer matters to the ACNC where the NIAA has reasonable grounds to believe this will support the Purpose of the MoU, where appropriate.	1.2 refer matters to the NIAA where the ACNC has reasonable grounds to believe this will support the Purpose of the MoU, where appropriate.
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5.	Representatives	<table><tr><th>NIAA</th><th>ACNC</th></tr><tr><td>Contact name: Ian Bartholomew</td><td>Contact name: Michelle Cozadinos</td></tr><tr><td>Position: Branch Manager, Program Compliance and Fraud Branch</td><td>Position: Director of Compliance</td></tr></table>	NIAA	ACNC	Contact name: Ian Bartholomew	Contact name: Michelle Cozadinos	Position: Branch Manager, Program Compliance and Fraud Branch	Position: Director of Compliance		
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Position: Branch Manager, Program Compliance and Fraud Branch	Position: Director of Compliance									
6.	Address for Service	<table><tr><td>Email: compliance@niaa.gov.au</td><td>Email: compliance@acnc.gov.au</td></tr><tr><td>Postal address: PO Box 2191, Canberra ACT 2601</td><td>Postal address: Australian Charities and Not-for-profits Commission GPO Box 5108, Melbourne, VIC 3001.</td></tr></table>	Email: compliance@niaa.gov.au	Email: compliance@acnc.gov.au	Postal address: PO Box 2191, Canberra ACT 2601	Postal address: Australian Charities and Not-for-profits Commission GPO Box 5108, Melbourne, VIC 3001.				
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