

Sports Voucher Plus Provider Terms & Conditions

BACKGROUND

- A. The Minister, through the Office for Recreation, Sport and Racing, administers the Sports Vouchers Plus Program, a South Australian Government program that provides a discount on certain sport, dance, active recreation and music activities for eligible children in South Australia.
- B. You offer sport, dance, active recreation or music activities to children in South Australia and have agreed to participate in the Program.
- C. The Minister has agreed to provide the Subsidy to Eligible Providers, to be passed through as a discount on the Membership Fees paid by Eligible Children, in accordance with the terms and conditions of this Agreement.

AGREED TERMS

1. DEFINITIONS

- 1.1 **"ANTS (GST) Act"** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- 1.2 **"Claim"** means an electronic submission of a claim by you to the Minister for payment of one or more Subsidies in accordance with clause 11;
- 1.3 **"Child Safety Legislation"** means:
 - (a) the *Children and Young People (Safety) Act 2017* (SA) and in particular the requirement to provide a "safe environment for children and young people" by complying with Chapter 8 of that Act;
 - (b) the Prohibited Persons Act; and
 - (c) any other legislation, regulation or documents relating to child safety with which your compliance is required thereunder.
- 1.4 **"Eligible Activity"** means an activity offered to children which:
 - (a) is either:
 - (i) a sport, being a human activity involving physical exertion and skill as the primary focus of the activity, with elements of competition where rules and patterns of behaviour governing the activity;
 - (ii) active recreation, being an activity engaged in for the purpose of relaxation, health and wellbeing or enjoyment with the primary activity requiring physical exertion and primary focus on human activity;
 - (iii) dance activity; or
 - (iv) music activity;
 - (b) requires the participation of the child for a period of not less than 8 weeks (unless otherwise approved by the Office for Recreation, Sport and Racing); and
 - (c) is approved by the Minister;
- 1.5 **"Eligible Child"** means a child which meets the eligibility criteria set out in clause 6;
- 1.6 **"Eligible Provider"** means an entity which meets the criteria set out in clause 5;
- 1.7 **"Eligible Provider Sites"** means any of your sites at which children are, or may be, present;
- 1.8 **"GST"** has the meaning provided under the ANTS (GST) Act;
- 1.9 **"GST Rate"** has the meaning provided under the ANTS (GST) Act;
- 1.10 **"Membership"** means:
 - (a) the registration as a member of an Eligible Provider; or
 - (b) where an Eligible Child otherwise participates in an Eligible Activity provided by an Eligible Provider in exchange for a fee even if they do not register as a member;
- 1.11 **"Membership Fees"** means the fees paid by the Eligible Child for its Membership with you;
- 1.12 **"Minister"** means the Minister for Recreation, Sport and Racing, represented under this Agreement by the Office for Recreation, Sport and Racing;

- 1.13 **"Subsidy"** means a payment (of a value and paid in a manner determined by the Minister) per Eligible Child as a partial subsidy to the Eligible Child of the cost of that child's Membership with you;
- 1.14 **"Personnel"** means your officers, employees, members, volunteers, associates, agents, contractors or sub-contractors (however referred to) or any other person connected to, involved with or representing you and your Eligible Activity to an Eligible Child;
- 1.15 **"Prescribed Position"** has the meaning given in the Prohibited Persons Act;
- 1.16 **"Prohibited Person"** has the meaning given in the Prohibited Persons Act;
- 1.17 **"Prohibited Persons Act"** means the *Child Safety (Prohibited Persons) Act 2016* (SA);
- 1.18 **"Prohibition Notice"** has the meaning given in the Prohibited Persons Act;
- 1.19 **"Program"** means the Government of South Australia's Sports Vouchers Plus program to pay the Subsidy which is administered by the Minister;
- 1.20 **"Taxable Supply"** has the meaning given in the ANTS (GST) Act;
- 1.21 **"Working with Children Check"** has the meaning given in the Prohibited Persons Act; and
- 1.22 **"You"** refers to the legal entity (which could include an incorporated association, sole trader or partnership) which is agreeing to these terms and conditions.

2. INTERPRETATION

- 2.1 In this Agreement (unless the context requires otherwise):
 - (a) a reference to any legislation includes:
 - (i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
 - (ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
 - (b) a word in the singular includes the plural and a word in the plural includes the singular;
 - (c) a reference to two or more persons is a reference to those persons jointly and severally;
 - (d) a reference to dollars is to Australian dollars; and
 - (e) a reference to a Party includes that party's administrators, successors and permitted assigns.

3. FORMATION OF AGREEMENT

- 3.1 The fact that you meet the eligibility criteria set out in clause 5 and agree to the terms and conditions set out in this document does not create an Agreement between you and the Minister or oblige the Minister to execute this Agreement or accept your request to participate in the Program.
- 3.2 A legally binding Agreement will only be formed on these terms and conditions when the Minister notifies you that your registration with the Program has been accepted by the Minister (which the Minister may determine in its sole discretion based on criteria set out in this document and any other information deemed relevant by the Minister).

4. TERM

The Term of this Agreement commences on the date that the Minister notifies you that your registration with the Program is accepted and continues until terminated by either party.

5. PROVIDER ELIGIBILITY CRITERIA

- 5.1 You warrant that you meet, and will at all times during the Term meet the following eligibility criteria:
 - (a) you provide an Eligible Activity;
 - (b) you are:
 - (i) an association incorporated under the *Associations Incorporation Act 1985* (SA) or have some other comparable legal status; or

- (ii) registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth);
 - (c) you are based in or have a physical presence in South Australia;
 - (d) you and your Personnel will at all times during the Term comply with all statutory requirements relating to the protection of children including but not limited to the provisions (as amended from time to time) of the Child Safety Legislation;
 - (e) if:
 - (i) you are a for-profit sport or active recreation entity, you are able to provide evidence to the Minister's satisfaction of your demonstrated role in providing the Eligible Activity in the community (for example, through registration or affiliation with a recognised State or National sporting body or other organisation, or support from local sporting clubs, schools or other recognised bodies);
 - (ii) you are a for-profit dance entity, you are registered with the relevant peak dance association for the form of dance you provide, or you are a member of Ausdance SA;
 - (iii) you are a for-profit or not-for-profit 'learn to swim' provider, you are formally affiliated with Swimming South Australia, Surf Life Saving South Australia, AUSTSWIM Limited, The Royal Life Saving Society Australia - SA Branch, the Australian Swimming Coaches and Teachers Association (Swim Australia) or the Australian Swim Schools Association; and
 - (iv) you are a music provider or you provide any other type of Eligible Activity, you are able to provide evidence to the Minister's satisfaction that you hold the appropriate skills, experience and qualifications for the activities being delivered;
- 5.2 The Minister may request evidence of your compliance with this clause 5 and you must provide the requested evidence as soon as reasonably practicable.

6. CHILD ELIGIBILITY CRITERIA

- 6.1 Each child for whom you claim a Subsidy must meet the following criteria:
- (a) the child is aged between 5 (or is becoming 5 in the calendar year the Subsidy is being claimed for) and 15 and is eligible to attend school from Reception to Year 9;
 - (b) the child resides in South Australia;
 - (c) two Subsidies under the Program have not already been paid or applied for (whether by you or any other Eligible Provider) in respect of the Eligible Child in the calendar year in which you are applying for the Subsidy and the membership applies (only two Subsidies are payable per Eligible Child per calendar year under the Program); and
 - (d) the child has a Membership with you for an Eligible Activity; and
 - (e) the parent or guardian of the child consents to the collection and disclosure of the Eligible Child Information in accordance with clause 8.1.

7. SUBSIDY

- 7.1 The purpose of the Subsidy is to allow you to offer Eligible Children a discount on a Membership with you. The Membership must:
- (a) be for an Eligible Activity; and
 - (b) not be used to solely reimburse or pay for equipment or for a one-off activity.
- 7.2 The Subsidy will be payable as:
- (a) a payment to you where the Eligible Child has paid their Membership Fees in full (subject to allowing a discount on account of the Subsidy) at the time that you apply for the Subsidy; or
 - (b) a refund to you where the Eligible Child has paid their Membership Fees in full and did not receive a discount to account for the Subsidy.
- 7.3 Where this Subsidy is paid under clause 7.2(b), you must ensure this payment is made to the Eligible Child and if requested by the Minister, you must provide evidence to the

- Minister that this refund has been passed onto the Eligible Child's parent or guardian.
- 7.4 You must use the Subsidy to provide the Eligible Child with a discount or refund on Membership Fees and you must not retain or absorb the Subsidy.
 - 7.5 For each Membership for which a Subsidy is paid by the Minister you must provide the Eligible Child with a discount off their Membership Fees or refund to their Membership Fees.
 - 7.6 You must not in any way increase your Membership Fees or structure your Membership Fees so that the benefit of the Subsidy is not passed onto the relevant Eligible Child.
 - 7.7 Where at any time during the Term you increase your Membership Fees payable by an Eligible Child by a percentage greater than the percentage change of the All Groups, Adelaide Consumer Price Index in the year immediately prior to the change in Membership Fees, you must, if requested by the Minister, demonstrate the reason for the increase in your Membership Fees (for example, as a result of any additional cost incurred by you).
 - 7.8 If, following the provision of information under clause 7.7, the Minister is not satisfied in its sole discretion that the increase in Membership Fees is justified, the Minister may require that you repay all Subsidies paid to you in the relevant period and is not required to pay any further Subsidies under this Agreement. Where the Minister exercises its rights under this clause you must not recover any monies repaid to the Minister from Eligible Children.

8. COLLECTION OF INFORMATION AND PRIVACY

- 8.1 For each Eligible Child for whom you are claiming a Subsidy under this Agreement you must:
- (a) collect and provide to the Minister (in such format as required by the Minister) the following information:
 - (i) the name, date of birth, gender and address of the child;
 - (ii) the email address and telephone number of the parent or guardian;
 - (iii) whether the child has been identified as living with a disability;
 - (iv) the main language spoken at the child's home;
 - (v) whether the child is from an Aboriginal or Torres Strait Islander background;
 - (vi) whether the child has been a member of the Provider previously; and
 - (vii) the child's Medicare number (or Australian Visa number if the child does not have a Medicare number),
- (Eligible Child Information).**
- (b) notify the parent or guardian of the Eligible Child that the Minister may disclose the Eligible Child Information to:
 - (i) the Commonwealth Government for the purpose of validating the identity of an Eligible Child through the Medicare number or Australian Visa number; and
 - (ii) third parties (including research institutions and research organisations) for the purpose of improving the administration, outcomes or effectiveness of the Program;
 - (c) obtain the express written consent of the Eligible Child's parent or guardian to collect the Eligible Child Information and to the disclosure under clause (b); and
 - (d) provide confirmation to the Minister (in such form as determined by the Minister) that you have obtained the consent required under clause 8.1(c).
- 8.2 You must notify the Minister where the parent or guardian of an Eligible Child does not provide express written consent in respect of the disclosure under clause 8.1(c).
- 8.3 In undertaking your obligations under this Agreement (including in relation to all Personal Information you receive, create or hold), comply with the South Australian Government's Information Privacy Principles Instruction (a copy of which can be found at www.dpc.sa.gov.au) as if you were an "agency" for the purposes of the IPPs.

9. SECURITY

- 9.1 You must:
- (a) not use the Eligible Child Information for any purpose other than for the purpose of performing your obligations under this Agreement (unless otherwise agreed between you and the Eligible Child's parent or guardian);
 - (b) ensure that all Eligible Child Information is protected at all times from unauthorised access, transfer, abandonment, misuse, interference, damage and destruction;
 - (c) maintain protective measures no less rigorous than that expected of a prudent and reasonable supplier and commensurate with the risks associated with the unauthorised access, transfer, abandonment, misuse, interference, damage and destruction of the Eligible Child Information; and
 - (d) prohibit and prevent any of your Personnel who do not have the appropriate level of security screening under the Child Safety Legislation from accessing the Eligible Child Information.

10. CHILD SAFE ENVIRONMENT

- 10.1 You warrant and agree that you and your Personnel are solely responsible for maintaining a child safe environment at all times and complying with, and keeping fully informed of any updates to, all legal requirements relating to this and other child protection requirements, whether imposed under this Agreement, by legislation or otherwise at law including but not limited to the Child Safety Legislation.
- 10.2 You must lodge a complete Child Safe Environment Compliance Statement with the Department of Human Services in accordance with section 114(3) of the *Children and Young People (Safety) Act 2017 (SA)*.
- 10.3 You acknowledge that the Department of Human Services will periodically provide a list of all Eligible Providers participating in the Program that have submitted a complete Child Safe Environment Compliance Statement with the Department of Human Services.
- 10.4 If you have not lodged a complete Child Safe Environment Compliance Statement with the Department of Human Services, or any time cease to be a child safe environment:
- (a) you will be immediately suspended from the Program until such time as you lodge a completed Child Safe Environment Compliance Statement to the Department of Human Services and advise the Office for Recreation, Sport and Racing accordingly; and
 - (b) the Minister reserves the right to terminate your participation in the Program and this Agreement effective immediately.

11. NO PROHIBITED PERSONS

- 11.1 You must:
- (a) comply with the obligations of employers under Division 2 Part 4 of the Prohibited Persons Act in relation to Personnel that are employed in Prescribed Positions and delivering the Eligible Activities;
 - (b) verify that a Working with Children Check has been conducted in relation to the Personnel in Prescribed Positions that are delivering the Eligible Activities;
 - (c) subject to clause 11.2, immediately exclude and remove any Personnel that are employed in Prescribed Positions from the delivery of the Eligible Activities or otherwise being present on the Eligible Provider's Sites if they are found to be a Prohibited Person;
 - (d) immediately exclude and remove any Personnel from the delivery of the Eligible Activities or otherwise being present on the Eligible Provider's Sites that is the subject of an arrest, charge or conviction (whilst not being the subject of a Prohibition Notice) for:
 - (i) a sexual offence or an offence of indecency;
 - (ii) any offence of violence or deprivation of liberty;
 - (iii) any offence involving child pornography or child exploitation;
 - (iv) any other major indictable offence; or

- (v) a conspiracy to commit, or an attempt to commit, an offence referred to in any of the preceding paragraphs.

until such time as the relevant Personnel is found to be a Prohibited Person (in which case clause 11.1(c) will apply) or the Minister consents in writing to the inclusion of the Personnel in the delivery of the Eligible Activities and otherwise being present at the Eligible Provider's Sites.

- 11.2 You will not be in breach of its obligations under 11.1(c) where you have complied with your obligations under the Prohibited Persons Act and the central assessment unit has failed to provide notification to the Eligible Provider in accordance with section 41(1) of the Prohibited Persons Act.
- 11.3 Within five Business Days of request by the Minister or within such other period as agreed between the parties, you must give the Minister evidence satisfactory to the Minister of your compliance with the obligations of employers under Division 2 Part 4 of Prohibited Persons Act.
- 11.4 You must ensure that Personnel:
 - (a) are aware of and act in a manner consistent with your obligations under this clause at all times; and
 - (b) immediately inform the Minister if any Personnel is the subject of any allegation, arrest, charge or conviction for an offence as set out in clause 11.1(d).

12. ASSESSMENT OF CLAIMS

- 12.1 A Claim will be assessed by the Minister to determine whether a child is an Eligible Child to receive the Subsidy.
- 12.2 Where the Minister determines that a child does not meet the Eligible Child criteria set out in clause 6, the child will not be eligible to receive a Subsidy.
- 12.3 Despite clause 6.1(c) the Minister may approve a Claim for a Subsidy where an Eligible Child has claimed a Subsidy from another Eligible Provider in the same calendar year at its absolute discretion.
- 12.4 The Office for Recreation, Sport and Racing will issue an email notification to you advising whether a Claim has been approved or rejected (including reasons for any rejection).
- 12.5 The Office for Recreation, Sport and Racing may also notify parents and/or guardians of an Eligible Child where the relevant Claim for their child's Subsidy has been approved.

13. PAYMENT OF SUBSIDY

- 13.1 The Minister will pay the Subsidy to you where the Minister considers that you satisfy the criteria for payment of the Subsidy in accordance with clause 12.
- 13.2 The Minister is not obliged to make any payment under this Agreement unless you have provided a correctly completed Claim in respect of that Subsidy.
- 13.3 You must submit Claims for payment to the Minister in accordance with the processes and using such forms as determined by the Minister from time to time.
- 13.4 To the extent that any payment of Claims under this Agreement amounts to a payment for a Taxable Supply:
 - (a) the Subsidy is exclusive of GST;
 - (b) you warrant that you are registered for GST (and will immediately notify the Minister if you cease to be registered) and that your ABN is provided to the Minister upon your acceptance of these terms and conditions;
 - (c) the Office for Recreation, Sport and Racing is registered for GST and their ABN is 81 213 956 472;
 - (d) you agree that you will not issue tax invoices for the Taxable Supply; and
 - (e) you permit the Minister to create and issue recipient created tax invoices for the Taxable Supply; and
 - (f) in addition to the Subsidy the Minister will pay you an additional amount to account for the GST payable on the Taxable Supply which will be determined by multiplying the Subsidy by the GST Rate.

14. REPAYMENT OF SUBSIDY

- 14.1 If at any time it becomes apparent that a Subsidy has been paid on a Claim and:
 - (a) the child was not an Eligible Child;
 - (b) you are not an Eligible Provider; or

- (c) you have in any way failed to comply with the terms and conditions of this Agreement,

then, without in any way derogating from any other right of the Minister under this Agreement or at law, the Minister may issue a notice in writing requesting that you repay the total Subsidy in full by a period set out in the notice and the Subsidy will become due and payable by you.

- 14.2 If a Subsidy has been paid and the Eligible Child subsequently requests a refund from the Eligible Provider, the Eligible Provider must liaise with the Office for Recreation, Sport and Racing who will consider the request on a case-by-case basis.
- 14.3 An obligation to repay a Subsidy to the Minister in accordance with this clause will not be subject to any set off or counterclaim by you and the Subsidy will be paid by you free and clear of any withholding of whatever nature.

15. TERMINATION AND SUSPENSION

- 15.1 You may terminate this Agreement and withdraw from the Program at any time by notice in writing to the Minister.
- 15.2 If you exercise your right to terminate under clause 15.1, the Minister will remove you from the Program within one Business Day and no Claims may be made and no Subsidies will be paid after this notice has been given to the Minister.
- 15.3 The Minister may terminate this Agreement at any time by providing three (3) months' notice in writing to you prior to the date of termination.
- 15.4 Without derogating from any other right of the Minister, the Minister may, at the Minister's sole discretion and option, suspend your participation in the Program or terminate this Agreement immediately by notice in writing at any time if:
- (a) the Minister reasonably forms the opinion that you are or will be unable to perform this Agreement;
 - (b) you commit a breach of this Agreement and fail to remedy such breach within one month of receiving a notice from the Minister requiring you to rectify the breach;
 - (c) you commit a breach of this Agreement which, in the opinion of the Minister, cannot be remedied or is of such significance to the Minister or the Program to require immediate termination (including without limitation where you have committed any fraud or act of dishonesty in claiming Subsidies);
 - (d) you are not, or cease to be, an Eligible Provider;
 - (e) you claim a Subsidy for any child who is not an Eligible Child (except in instances where you can provide to the Minister's satisfaction that this was the result of an honest mistake);
 - (f) you have not submitted a Claim within the previous twenty four (24) month period;
 - (g) you or any Personnel are involved in any conduct which, in the reasonable opinion of the Minister is:
 - (i) prejudicial to the interests and aims of the Program, the Minister or the Crown in right of the State of South Australia;
 - (ii) likely to cause damage or harm to the reputation of the Program, the Minister or the Crown in right of the State of South Australia; or
 - (iii) likely to bring the Program, the Minister or the Crown in right of the State of South Australia into disrepute;
 - (h) you or your Personnel fail to comply with a statutory requirement relating to the protection of children including but not limited to the provisions (as amended from time to time) of the Child Safety Legislation;
 - (i) you do not strictly, fully and immediately comply with any or all of the obligations in clauses 11.1 and 11.2; or
 - (j) your Personnel or any other person who is in any way involved with, engaged by or otherwise related to you or at any time present at an event or activity conducted by you is the subject of any allegation, arrest, charge or conviction for a sexual offence or an offence of indecency or any offence against a child.

- 15.5 Where your participation in the program is suspended pursuant to clause 15.4:
- (a) the Minister is not required to pay any Subsidy to you during the period of the suspension;

- (b) the Minister may undertake any relevant enquiries or actions relating to the reason for the suspension, or ask you to take any necessary actions, with a view to resolving the reason for the suspension as soon as possible; and
- (c) the suspension does not derogate from any other right of the Minister including any right to terminate this Agreement.

- 15.6 Termination of this Agreement does not affect any rights or obligations of the parties which accrued prior to the termination, except that the Minister is not required to make any payment of a Subsidy following a termination by the Minister under clause 15.4.
- 15.7 If the Minister terminates this Agreement in accordance with clause 15:
- (a) you will have no claim against the Minister arising out of or in relation to such termination; and
 - (b) you must comply with all reasonable directions given by the Minister.

16. RECORDING, AUDIT AND INSPECTION

- 16.1 You must keep true and accurate records containing all information relating to:
- (a) the making of any Claim made under this Agreement;
 - (b) the application of any Subsidies;
 - (c) the Eligible Child Information; and
 - (d) all information produced or received by you that is relevant to your or your Personnel's compliance or otherwise with all statutory requirements relating to the protection of children including but not limited to the provisions (as amended from time to time) of the Child Safety Legislation.
- 16.2 You must prepare financial statements at the end of each financial year during the Term which record the payment of Subsidies and the Memberships to which the Subsidies were applied.
- 16.3 You must ensure that all records and information collected or held by you as part of the Program or under this Agreement (including any Personal Information collected) is stored securely and only used by you and relevant Personnel for the purpose of the Program and this Agreement.
- 16.4 You agree that the Minister may direct that your financial accounts be audited at the Minister's cost and that the Minister may specify the minimum qualification that must be held by the person appointed to conduct the audit.
- 16.5 You must allow any officer or person authorised by the Minister to enter your premises to inspect and audit your operations (including equipment, premises, accounting records, documents and information) and interview your Personnel on matters pertaining to the Program and your compliance with this Agreement.
- 16.6 You must cooperate with the Minister and any officer or person authorised by the Minister in the conduct of an audit and must provide them with such information requested by them and relating to the Program or your obligations under this Agreement.

17. SURVIVAL

- 17.1 Clauses 5, 8, 9, 10, 14, 16, 18, 19 survive the expiry or termination of this Agreement

18. RULES AND LEGISLATION

- 18.1 You must at all times comply with the laws in force in the State of South Australia and with any constitution or rules which govern your operations.

19. INSURANCE AND RISK

- 19.1 You must maintain insurance in respect of your business enterprise and the whole of your respective assets and undertakings with a reputable insurer, against all such risks as are usually insured against by persons and companies pursuing a business enterprise of the same or a similar nature as the your business, for the full replacement cost of those assets and undertakings, including but not limited to, a public liability insurance for not less than the amount \$10 million.

- 19.2 You acknowledge and agree that it is your responsibility to assess and consider the risks and scope of insurances required to provide the Eligible Activities to Eligible Children.
- 19.3 You must provide a copy of the certificate of insurance for the insurance policy if required by the Minister.
- 19.4 You acknowledge and agree, and agree to inform parents and guardians of all Eligible Children who receive a Subsidy through you, that:
- (a) the Minister's sole obligation under this Agreement is the provision of the Subsidy; and
 - (b) this Agreement does not operate to place any additional obligations on or create any additional liability or duty on the Minister or the Crown in right of the State of South Australia in relation to the provision of the Eligible Activity by you.

20. INDEMNITY

- 20.1 You agree to indemnify, and undertake to keep indemnified, the Office for Recreation, Sport and Racing and the Minister and the Crown in right of the State of South Australia (**State**) from and against any costs, losses, damages, expenses (including legal expenses), liabilities or other outgoings of whatever kind suffered or incurred by the State arising out of or in respect of:
- (a) any negligence, wrongful act or omission or breach of duty by the you in relation to the Program;
 - (b) any breach by you of any provisions of this Agreement, including warranties.
- 20.2 Your liability to indemnify the State will be reduced proportionately to the extent that the loss or liability indemnified was contributed to by negligence or by default by the State.

21. VARIATION OF AGREEMENT

- 21.1 The Minister may at any time during the Term vary the terms and conditions of this Agreement unilaterally by providing notice in writing to you.
- 21.2 Where the Minister determines to vary the Agreement under clause 21.1, the amendments will come into effect fourteen (14) days after the date on which notice was issued to you.

22. NO ASSIGNMENT

- 22.1 You must not assign, transfer or encumber any of your rights or obligations under this Agreement.

23. AUDITOR GENERAL

- 23.1 Nothing in this Agreement derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (SA).

24. DISCLOSURE

- 24.1 The Minister may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form to the public or to a particular person as a result of a specific request. Nothing in this clause derogates from:
- (a) your obligations under any provision of this Agreement; or
 - (b) the provisions of the *Freedom of Information Act 1991* (SA).