

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 58

Topic: Unity Housing Funding Agreement

Asked By: Senator EDWARDS

Type of Question: RRA&T 97

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

Senator EDWARDS: I want to take everybody to the written question on notice No. 17 in the supplementary budget estimates of October 2012. It is with regard to affordable housing. Has the funding agreement with Unity Housing been finalised?

Ms Fleming: I understand that it has, but I will just get Mr McCormick to give you the details.

Mr G McCormick: Yes, it has.

Senator EDWARDS: Is it publicly available?

Mr G McCormick: Through Unity Housing.

Senator EDWARDS: They have no problems providing it?

Mr G McCormick: We would have to check with Unity Housing.

Senator EDWARDS: Would you mind, because in that there were some agreed project milestones that had to be met?

Mr G McCormick: Yes.

Senator EDWARDS: And, of course, we are very keen for people to achieve their milestones. Could you let us know on notice about that one

Answer:

Refer to Q74 for response.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 59

Topic: Unity Housing - Public Documentation

Asked By: Senator EDWARDS

Type of Question: RRA&T 98

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

Ms Fleming: Could we take that on notice to talk to Unity Housing and see what we can provide between their public documentation and a summary of the steps we went through?

Answer:

Applications under Round Two of the Regional Development Australia Fund (RDAF), including the Northern Region Affordability Housing Initiative Project, were subject to a risk assessment against five risk categories: project delivery; project sustainability; financial viability; corporate and personnel; and previous experience in the management of grant funding.

Risks identified through the assessment process are mitigated by requiring successful applicants to provide evidence demonstrating they have addressed the identified risk and taken action to mitigate to an acceptable level.

The financial viability of the Unity Housing project was assessed on the basis of its financial statements for the previous three financial years from 2008-09 to 2010-11 which was provided as part of the RDAF Round Two application.

Summaries of Unity Housing's financial statements for the three financial years are included in Unity Housing's Annual Reports and are publicly available on its website at www.unityhousing.org.au.

In accordance with the RDAF Program Guidelines, an upfront payment was paid on execution of the Funding Agreement with all remaining payments to be paid in arrears on achievement of milestones.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 60

Topic: Unity Housing - Location of Homes

Asked By: Senator EDWARDS

Type of Question: RRA&T 99

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

Senator EDWARDS: On notice, can you table where those 84 homes are going?

Mr G McCormick: Certainly.

Answer:

The 84 homes are to be located in the following locations:

1. Cooper Pedy;
2. Roxby Downs;
3. Port Augusta;
4. Melrose;
5. Booleroo;
6. Peterborough;
7. Whyalla;
8. Port Pirie;
9. Laura;
10. Eudunda;
11. Saddleworth; and
12. Balaklava.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 61

Topic: Funding Agreement with Wakefield Regional Council

Asked By: Senator EDWARDS

Type of Question: RRA&T 99

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

Senator EDWARDS: I will just move to the Wakefield region water supply, if I may. Can you provide a funding agreement between yourself and the Wakefield Regional Council regarding the funding of that water supply arrangement?

Mr G McCormick: I would have to take that on notice. I do not have it immediately available.

Answer:

Refer to QoN 73 for response.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 62

Topic: Breakdown of funding to Wakefield Regional Council

Asked By: Senator EDWARDS

Type of Question: RRA&T 99

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

Senator EDWARDS: Are you providing any other assistance or resources to the project aside from the \$10 million funding already allocated? You can take that on notice.

Answer:

Refer to QoN 73 for response.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 63

Topic: SA Water Corporation contribution to Wakefield Regional Water Supply

Asked By: Senator EDWARDS

Type of Question: RRA&T 99

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

Senator EDWARDS: SA Water Corporation is providing \$20 million.

Ms Fleming: It is a \$30 million project, so that would be my understanding, but we will clarify that.

Answer:

Refer to the Funding Agreement attached to QoN 73 for response.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 64

Topic: Water Storage on the Gilbert River

Asked By: Senator MACDONALD

Type of Question: RRA&T 101

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

Senator IAN MACDONALD: I am aware, and I am asking if you are aware, of at least two expressions of private interest in some sort of water storage on the Gilbert. Is the department aware of that?

Mr Dickson: I am certainly aware of one. I am not sure that I am aware of two.

Senator IAN MACDONALD: Are you able to tell me, or is it commercial-in-confidence, what the one is that you are aware of?

Mr Dickson: I would have to take it on notice.

Answer:

The Department is aware that Integrated Food and Energy Developments Pty Ltd (I-FED) has an interest in establishing an integrated farm and processing precinct, which includes on-farm and off-farm water storage and water distribution, within the Gilbert River catchment.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 65

Topic: Northern Australian Sustainable Futures Program

Asked By: Senator MACDONALD

Type of Question: RRA&T 101

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 2

Ms Lees: Through the Northern Australian Sustainable Futures program, led by the Northern Australian Ministerial Forum, there has been quite a substantial piece of work with the beef industry. Components of that have included some work that was commissioned by ABARES to look at the assessment of the contemporary risks and opportunities facing the northern beef industry. There is a project being led by DAFF looking at Indigenous pastoral projects. We have had the work that Mr Dickson referred to about mosaic irrigation.

Senator IAN MACDONALD: Thank you for that. That is helpful, but I have three minutes left. Are they all studies? There is no money being given to people to try to help them through?

Ms Lees: As in direct support to producers?

Senator IAN MACDONALD: Yes.

Ms Lees: No. We are looking at the facilitatory framework to help the beef industry. For example, we have some work being undertaken at the moment, jointly funded by jurisdictions, looking at logistical analysis.

Senator IAN MACDONALD: Could I stop you and ask you, on notice, to finish your answer please and perhaps recapitulate on what you have already told me.

Answer:

Through the Northern Australian Sustainable Futures program, led by the Northern Australian Ministerial Forum the Australian, Western Australian, Northern Territory and Queensland Governments have worked with the beef industry to complete a thorough assessment of contemporary risks and opportunities facing the industry and to develop a cooperative strategy to realise the potential for the northern beef sector.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

At the fifth meeting of the Ministerial Forum held in Kununurra, in November 2012, Ministers released the report *Strategic directions for the northern Australia beef industry—A joint government and industry action agenda*.

<http://www.regional.gov.au/regional/ona/strategic-directions-for-northern-australia-beef-industry.aspx>

The Action Agenda provides a framework for the development and implementation of a range of initiatives that support long term sustainable growth and prosperity in the northern beef industry.

The Action Agenda has been supported to date by five joint projects that have been completed, or are currently underway:

- Assessment of contemporary risks and opportunities facing the northern beef industry (ABARES) — report released on 26 June 2012;
- Capacity building in the Indigenous pastoral sector — underway;
- Assessment of the sustainability and prospectivity of mosaic agriculture in northern Australia — underway;
- Optimising livestock industry logistics and productivity improvement — underway; and
- Supporting the development of meat processing capacity in northern Australia — report released on 4 October 2012.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 66

Topic: Development Programs in Northern Australia

Asked By: Senator MACDONALD

Type of Question: RRA&T 106

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 4

Senator IAN MACDONALD: On notice, Ms Lees and Mr Dickson, you mentioned in the course of your response to Senator Gallacher a number of different programs, many of which I suspect were not funded by your department. Could you go through all of those programs that were mentioned in your evidence, such as the Indigenous forums, the ministerial forums and everything else you mentioned? I did not get a chance to write them down. Could you, on notice, identify the program, how much money comes and from which department it comes?

Ms Lees: I am happy to do that. I would say most of the programs we have mentioned today are actually funded by this department.

Senator IAN MACDONALD: If you tell me that, I would be grateful. That is what I am seeking to ascertain, where the money is coming from.

CHAIR: They can take that on notice.

Answer:

Funding committed to the Northern Australia Sustainable Futures (NASF) program for the period 2010-11 to 2012-13 was \$6,025,000. Additional funding contributed to the Northern Australia Sustainable Futures (NASF) program since it was first established includes:

- \$10 million in additional co-funding from the Australian Government, the Queensland Government Department of Agriculture, Fisheries and Forestry (DAFF-Q) and CSIRO for the North Queensland Irrigated Agriculture Strategy (NQIAS); and
- \$710,000 (approx) in additional co-funding from the Department of Resources, Energy and Tourism; the Rural Industries Research and Development Corporation; DAFF-Q; WA Department of Agriculture; NT Department of Primary Industries; and the Pilbara Regional Development Australia (RDA) committee, for work on infrastructure investment priorities and the northern beef industry.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

A description of the eight research elements in the NASF program is provided below. Unless stated otherwise, funding is administered by the Office of Northern Australia within the Department of Regional Australia, Local Government, Arts and Sport.

Northern Australia Sustainable Futures program

The key research elements of the NASF are described below.

Element 1: Northern Australia Ministerial Forum

The Ministerial Forum provides for strategic leadership and a collaborative framework for the development of northern Australia. The Forum has met 5 times and is supported by the following committees:

- Standing Committee of Senior Officials
- Indigenous Experts Forum (IEF)
- Expert Advisory Panel (EAP).

Element 2: Northern Australia beef industry strategy

To provide a thorough assessment of emergent risks to the live cattle trade and opportunities and constraints to the diversification and growth of the northern beef and meat processing industries, including the Indigenous pastoral industry. Includes the following projects:

- 2.1 Assessment of contemporary risks and opportunities facing the northern beef industry (ABARES) — completed.
- 2.2 Capacity building in the Indigenous pastoral sector — administered by the Department of Agriculture Fisheries and Forestry— underway.
- 2.3 Assessment of the sustainability and prospectivity of mosaic agriculture in northern Australia — underway.
- 2.4 Optimising livestock industry logistics and productivity improvement — underway.
- 2.5 Supporting the development of meat processing capacity in northern Australia — completed.

Element 3: Infrastructure investment priorities in northern Australia

Identify infrastructure investment priorities for northern Australia and develop a forward looking, joint-government approach to the planning and development of place-based investments across the north.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Includes the following projects:

- 3.1 Assessment of bulk commodity resource developments and infrastructure priorities (BREE) — completed
- 3.2 Northern Australia Food and Fibre Supply Chain study — underway

Element 4: Northern Australia local government and household water management initiative

This stream of work is focused on improving the capacity of local councils and remote communities in northern Australia to better manage water use. It includes the following projects:

- 4.1 Gunbalanya Water and Energy Efficiency program

A partnership between the Northern Territory Government, NT Power and Water and West Arnhem Shire to deliver water and energy efficiency education in the Gunbalanya community — underway.

- 4.2 North Queensland Councils Community Education project.

A partnership between the QLD Department of Energy and Water Supply and the Department of Local Government to improve capacity to manage water infrastructure and consumption in the Yarrabah, Cook Town and Laura communities in far north Queensland — underway.

Element 5: Building markets in environmental and land management services

Analysis of a proof-of-concept into whether an economic market in environmental and land management services might be established — underway.

Element 6: Partnership with the CRC for Remote Economic Participation

CRC-REP is focused on delivering solutions to the economic challenges that affect remote Australia. ONA is an Essential Partner to facilitate information exchange and to strengthen the uptake and application of CRC research.

Element 7: Northern Australia Data Development

An illustrated statistical compendium to support economic development and investment attraction across northern Australia— underway.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Element 8: North Queensland Irrigated Agriculture Strategy (NQIAS)

A collaborative initiative of the Office of Northern Australia and the QLD Government's Department of Agriculture, Fisheries and Forestry (DAFF-Q) to build capacity for future commercial agricultural development in the north. A key component of the NQIAS is the Flinders and Gilbert Agricultural Resources Assessment (FGARA), which is being led by CSIRO — underway.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 67

Topic: Whole of Government approach to airports

Asked By: Senator FAWCETT

Type of Question: RRA&T 118

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

Senator FAWCETT: Everyone says, "Airports will look after that." In fact, they are not in terms of the funding side, which is why I am keen to see where we are looking at a whole-of-government approach.

Ms Beauchamp: Sure. I will take that on notice.

Answer:

Local Governments can apply for funding from the Regional Development Australia Fund (RDAF) for a range of infrastructure projects, including funding for airports.

A list of projects funded from Rounds One and Two is available from the Department's website.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 68

Topic: Funding remaining for Community Infrastructure Grants

Asked By: Senator HEFFERNAN

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

1. Provide a list of projects that have been funded under this program. Include the location of the program, the cost and a status update (such as project completed or underway).
2. How much funding remains in the program? Provide a yearly breakdown. What is committed, and can you provide details of what the funding is committed to

Answer:

A list of the contracted projects funded under the Community Infrastructure Grants is available on the Department's website.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 69

Topic: Claims made through Regional Structural Adjustment Assistance Package

Asked By: Senator MCKENZIE

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

RDA is managing the Regional Structural Assistance Package. \$200 million was part of the same Clean Energy Future Package as the Contract for Closure Program.

- a. Who, what and how much has been claimed through the Regional Structural Adjustment package? Please provide details.
- b. Which of these have been from regional Victoria?

Answer:

Detail on the Regional Structural Adjustment Assistance Package is detailed in the Budget papers.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 70

Topic: Interdepartmental Interaction for the Northern Australia Ministerial Forum

Asked By: Senator MACDONALD

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

In answer to QoN 6 from previous Estimates, the Department indicated that the Department of Agriculture, Fisheries and Forestry and the Department of Regional Australia, Local Government Arts and Sport liaised with the Office of Northern Australia on the Northern Australia Ministerial Forum.

1. Please describe the type of involvement/input that was provided by DAFF and DRALGAS
2. What funding was allocated or provided across these departments to facilitate these projects?

Answer:

The answer referred to in the question, (QoN 6 SE1) was asked of Department of Agriculture, Fisheries and Forestry (DAFF). The answer referred to was provided by DAFF.

DAFF is responsible for the delivery of the \$500,000.00 Indigenous Pastoral Project under the NASF program.

DAFF also liaise with ONA/DRALGAS on a number of issues that are relevant across the north including:

- Rural Research and Development Policy
- National Food Plan
- Live animal trade
- Regional development and recovery.

The Australian Bureau of Agricultural and Resource Economics and Sciences (ABARES) within DAFF were commissioned to undertake the assessment of risks and opportunities facing the beef industry across northern Australia. The ABARES analysis was released on 21 June 2012.

ABARES also liaise with ONA on their Regional Outlook Conferences, which are conducted across northern Australia.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 71

Topic: Budget and Staff Numbers for ONA / Northwest Australia Branch

Asked By: Senator MACDONALD

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

In answer to QON 15 from previous Estimates, the Department indicated that the Office of Northern Australia is part of a larger Departmental branch that includes Northwest Australia and therefore cannot have its budget expressed as a separate figure.

The Department also indicated the locations where ONA staff are located, but not how many staff are located in each of those places.

The Department also provided details of the administrative/operational costs of the offices (excepting the Canberra office) but not the wages cost.

- a. What is the combined budget of the Northwest Australia and Office of Northern Australia (NW&ONA) branch of the Department?
- b. How many staff work in each of the ONA staff locations provided in the answer to QON 15 at previous Estimates: Canberra, Townsville, Darwin and Kununurra?
- c. What is the total human resources/wages costs at each location (Canberra, Townsville, Darwin and Kununurra) and what is the combined figure for the NW/ONA branch of the Department?

Answer:

- a. \$2,366,114, excluding overheads.
- b. Canberra 7, Townsville 5, Darwin 1, Kununurra 1 (part time) and Perth 3.
- c. Our corporate budget system does not isolate costs by location. The total human resources/wages budget for the branch is \$2,249,000 in 2012-13.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 72

Topic: Coordination of Northern Australia Programs

Asked By: Senator MACDONALD

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

1. What programs that originate from other departments and portfolios are being administered or coordinated by the Office of Northern Australia?
2. Per program, what funding and other resources are being provided by each department in support of the delivery of these programs?

Answer:

The Office of Northern Australia works with a number of other departments on projects relevant to Northern Australia, but does not administer or coordinate programs that originate from other departments and portfolios.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 73

Topic: Wakefield Region Water Supply

Asked By: Senator EDWARDS

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 49

1. Can the Department provide the funding agreement between itself and the Wakefield Regional Council regarding the funding for the Wakefield Region Water Supply?
2. Is the Department providing any other assistance or resources to this project aside from the \$10 million funding already allocated?
3. If the Department is providing additional assistance, what is this assistance? Provide a breakdown of any resources (financial, staff, etc).
4. Has the Government of South Australia through the South Australian Water Corporation made its \$20 million contribution to the project?
5. If the SA Government has not paid its contribution, when does the Department anticipate that it will?
6. Is the Wakefield Regional Council responsible for spending the funding allocated by the State and Federal Governments? If not which organisation is?
7. How much has been spent on this project to date? What has been achieved with the spent allocated funding?
8. The funding is over a period of 5 years – are there milestones or amounts that must be spent by particular dates during that 4 years?

Answer:

1. Wakefield Regional Council have authorised the tabling of the executed Funding Agreement. A copy of the executed Funding Agreement between the Department of Regional Australia, Local Government, Arts and Sport (the Department) and Wakefield Regional Council signed on 14 December 2012 is attached.
2. The Department is only providing funding for this project.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

3. Refer to Q2.
4. Wakefield Regional Council have advised that the South Australian Government has approved the project and the payment of their \$20 million contribution will be delivered through a Contract arrangement between the South Australian Water Corporation and the Wakefield Regional Council which is under negotiation.
5. This is a matter to be agreed between the South Australian Water Corporation and the Wakefield Regional Council and will form part of their Contract under negotiation.
6. Wakefield Regional Council is responsible for spending Australian Government funding under the terms of the attached Funding Agreement. The payment of State funding is to be agreed between the South Australian Water Corporation and the Wakefield Regional Council and will form part of their Contract under negotiation.
7. The Australian Government has paid an initial payment of \$501,950 on execution of the Funding Agreement. The first progress report against the project is due with the Department on 27 June 2013.
8. Refer to the attached Funding Agreement regarding milestones and payment of Australian Government funding for the project.



Australian Government

**Department of Regional Australia,
Local Government, Arts and Sport**

REGIONAL DEVELOPMENT AUSTRALIA FUND

FUNDING AGREEMENT

BETWEEN

COMMONWEALTH OF AUSTRALIA

as represented by the

Department of Regional Australia, Local Government, Arts and Sport

ABN 37 862 725 624

AND

WAKEFIELD REGIONAL COUNCIL

ABN 97 171 984 493

in relation to the Wakefield Regional Water Supply Upgrade Project

REGIONAL DEVELOPMENT AUSTRALIA FUND

TABLE OF CONTENTS

PARTIES	4
BACKGROUND	4
1. INTERPRETATION	4
2. TERM OF THIS AGREEMENT.....	10
3. COMMENCE CONSTRUCTION	10
4. PAYMENT.....	10
5. MANAGEMENT OF FUNDING, ACTIVITY AND PROJECT.....	10
6. OTHER CONTRIBUTIONS.....	12
7. STATUTORY APPROVAL.....	13
8. ASSETS.....	14
8A. REAL PROPERTY	16
9. RECORDS	18
10. REPORTING	18
11. TAXES, DUTIES AND GOVERNMENT CHARGES	19
12. COMMONWEALTH MATERIAL	19
13. INTELLECTUAL PROPERTY.....	20
14. MORAL RIGHTS	20
15. DISCLOSURE OF INFORMATION	21
16. PROTECTION OF PERSONAL INFORMATION.....	21
17. LIABILITY	23
18. INSURANCE.....	23
19. CONFLICT OF INTEREST.....	24
20. ACCESS TO PREMISES AND RECORDS	24
21. DELAY	25
22. TERMINATION WITH COSTS.....	25
23. TERMINATION FOR DEFAULT	26
24. SUBCONTRACTING	27
25. ACKNOWLEDGMENT AND PUBLICITY.....	28
26. COMPLIANCE WITH LAWS AND OUR POLICIES.....	29
27. COMPLIANCE WITH THE NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY (THE CODE) AND THE AUSTRALIAN GOVERNMENT IMPLEMENTATION GUIDELINES FOR THE NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY (THE GUIDELINES)	29
28. AUSTRALIAN GOVERNMENT BUILDING AND CONSTRUCTION OHS ACCREDITATION SCHEME.....	31
29. WORK HEALTH AND SAFETY	31
30. NEGATION OF LEGAL RELATIONSHIP OF EMPLOYMENT, PARTNERSHIP AND AGENCY.....	33
31. ENTIRE AGREEMENT, VARIATION AND SEVERANCE	33
32. WAIVER.....	33

REGIONAL DEVELOPMENT AUSTRALIA FUND

33. ASSIGNMENT AND NOVATION.....	33
34. INCORPORATION.....	33
35. FUNDING PRECONDITION.....	34
36. DISPUTE RESOLUTION.....	34
37. RESERVED.....	35
38. APPLICABLE LAW AND JURISDICTION.....	35
39. LIAISON AND MONITORING.....	35
40. NOTICES.....	35
41. COUNTERPARTS.....	36
EXECUTION CLAUSES.....	37
SCHEDULE.....	38

PARTIES

COMMONWEALTH OF AUSTRALIA ('Commonwealth'), represented by and acting through the Department of Regional Australia, Local Government, Arts and Sport of 140-180 City Walk, Canberra ACT 2601 ABN 37 862 725 624 ('Us' or 'We' or 'Our' as the case requires)

AND

WAKEFIELD REGIONAL COUNCIL of Scotland Place, Balaklava SA 5461 ABN 97 171 984 493 ('You' or 'Your' as the case requires)

BACKGROUND

The objective of the Regional Development Australia Fund (the Program) is to fund projects that support the infrastructure needs and the economic and community growth of Australia's regions. The Program funds will maximise outcomes through effective partnerships across all levels of government, and the business and non-profit sectors. The Program will build synergies and increase the scale of investment by ensuring that projects have a broad regional impact and support communities within those regions.

- A. You are committed to helping achieve the objectives of the Program, through the completion of the Project and Your conduct of the Activity.
- B. As a result of this commitment, We have agreed to support the Activity, and therefore the Project, by providing Funding to You for the Activity, subject to the terms and conditions of this Agreement.
- C. The parties agree and rely on GSTR 2012/2 as at the date of this Agreement for no GST being payable in connection with this Agreement on the understanding that, if GSTR 2012/2 is changed in a way which affects their reliance, they will reconsider GST outcomes.
- D. We are required by law to ensure accountability for public money and to be accountable for all Funds provided by Us.
- E. You agree to accept the Funding for the purposes, and subject to the terms and conditions, set out in this Agreement.

1. INTERPRETATION

1.1 In this Agreement, unless the contrary intention appears:

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

Activity has the meaning given in item 1 of the Schedule and includes the completion of the Milestones and the provision of Activity Material

Activity Completion Date has the meaning set out at item 1.7 of the Schedule

Activity Material means all Material:

- (a) brought into existence as part of performing the Activity
- (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a), or
- (c) copied or derived from Material referred to in paragraphs (a) or (b),

and includes the Reports.

Activity Period means the period commencing on the Date of this Agreement and ending on the Activity Completion Date.

Adjustment Note has the meaning set out in section 195-1 of the GST Act.

Agreement means this document and includes any Schedules and Annexures .

Annexure means an annexure to the Schedule.

Approved Auditor means a person who is:

- (a) registered as a company auditor under the Corporations Act 2001 (Cth), or a member of the Institute of Chartered Accountants in Australia, of CPA Australia or of the National Institute of Accountants and
- (b) not a principal, member, shareholder, officer or employee of Yours or of a Related Body Corporate

and subject to any limitation in any relevant state or territory law, includes the Auditor-General of the state or territory in which the Activity is being undertaken.

Asset means any item of tangible property that is upgraded, purchased, leased, or otherwise created or brought into existence, either wholly or in part with use of the Funds, which has a value of over \$5,000 inclusive of GST but excludes Intellectual Property Rights and Real Property (including any tangible property once it becomes part of the structure of Real Property).

Audited Financial Report means an audited report prepared in accordance with subclause 10.3.

Auditor-General means the office established under the *Auditor-General Act 1997* (Cth) and includes any other entity that may, from time to time, perform the functions of that office.

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

Australian Auditing Standards means the standards set by the Auditor-General under section 24 of the *Auditor-General Act 1997* (Cth) and generally accepted audit practices to the extent they are not inconsistent with such standards.

Budget means the budget for the expenditure of the Funding for the purposes of conducting the Activity or performing obligations under this Agreement set out in Annexure B.

Business Day means, in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place.

Capital Works means any part of the Activity that comprises construction and building activities and includes the Capital Works listed at item 5A.

Commence Construction means to begin a continuous program of on-site construction for the Activity's Capital Works. For the purposes of this definition, only significant and continuous site preparation work such as major clearing or excavation or placement, assembly, or installation of facilities or equipment at the site constitute a program of on-site construction.

Commonwealth Confidential Information means information provided by the Commonwealth that:

- (a) is by its nature confidential,
- (b) is designated by the Commonwealth as confidential in Item 9 of the Schedule, or
- (c) You know or ought to know is confidential.

Commonwealth Material means any Material provided by Us to You for the purposes of this Agreement or which is copied or derived from Material so provided, except for Activity Material.

Completion Date means the day after You have done all that You are required to do under this Agreement to Our satisfaction (excluding those obligations that survive the expiration or termination of this Agreement).

Conflict refers to a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest arising through You engaging in any activity or obtaining any interest that is likely to conflict with or restrict You in carrying out the Activity fairly and independently

Constitution means (depending on the context):

- (a) a company's constitution, which (where relevant) includes rules and any amendments that are part of the company's constitution, or
- (b) in relation to any other kind of body:
 - (i) the body's charter, rules or memorandum, or
 - (ii) any instrument or Law constituting or defining the constitution of the body or governing the activities of the body or its members.

Cost Estimate means the estimate for the Project which is the sum of the Funding and Other Contributions specified in Annexure B.

Cost Item means an item of expenditure specified in the Budget at Annexure B.

Date of this Agreement means the date written on the execution page of this Agreement, and if no date or more than one date is written there, then the date on which this Agreement is signed by the last Party to do so.

Depreciated means the amount representing the reduction in value of an Asset calculated in accordance with Australian Accounting Standards.

Dispose means to sell, licence, lease or sublease, or otherwise transfer or give up ownership or the right to occupy or use, or to enter into an agreement to do any of the preceding acts but does not include an item of tangible property that ceases to be an Asset because it becomes part of the structure of Real Property.

Electronic Communication has the same meaning as in the *Electronic Transactions Act 1999 (Cth)*.

Entities have the same meaning as section 5 in the *Business Names Registration Act 2011* (Cth).

Existing Material means all Material in existence prior to the Date of this Agreement:

- (a) incorporated in
- (b) supplied with, or as part of, or
- (c) required to be supplied with, or as part of

the Activity Material.

Financial Year means each period from 1 July to the following 30 June (or other period that You use for regular formal financial reporting) occurring during the Activity Period, or any part of such a period occurring at the beginning or end of the Activity Period.

Funding or Funds means the amount or amounts (in cash or in kind) payable under this Agreement by Us to You for the Activity as specified in item 2 of the Schedule, and includes any interest earned on that amount and any surplus from insurance as specified in clauses 8.9 or 8A.4(c).

GST has the meaning set out in section 195-1 of the GST Act.

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

Information Commissioner means any of the information commissioners appointed under the *Australian Information Commissioner Act 2010* (Cth) when performing the privacy functions as defined in that Act and includes any other entity that may, from time to time, perform those functions.

Information System has the same meaning as in the *Electronic Transactions Act 1999* (Cth).

Intellectual Property Rights includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Interest means interest calculated at an interest rate equal to the general interest charge rate for a day pursuant to section 8AAD of the *Tax Administration Act 1953* (Cth), on a daily compounding basis.

Law includes:

- (a) Acts of the Commonwealth and the State(s) and Territory(s) in which the Activity will be undertaken, and any other relevant State or Territory
- (b) ordinances, regulations, by-laws, orders and proclamations or other instruments of legal effect made under those Acts referred to in paragraph (a)
- (c) directions by any person exercising statutory powers regarding You or the Activity, including the Real Property and
- (d) all the requirements, standard, approvals, licences, registrations or permits of any government (including local government) department, authority, agency or regulatory body that apply to the Activity, including the Real Property.

Material includes documents, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same.

Milestone means a stage of completion of the Activity, as specified in Annexure A to the Schedule.

Open Access Licence means a licence to the public on broad open access terms that allows any member of the public to perform a wide range of acts in respect of the material subject to certain restrictions. An Open Access Licence includes any Department or Australian Government open access licence and any Creative Commons Attribution licence (see <http://creativecommons.org.au/learn-more/licences>).

Operational means that the completed Project is operating in a way that enables it to achieve its Purpose.

Other Contributions means financial or in-kind resources used by You for the Activity and the Project, other than the Funding, and includes the Other Contributions specified in Annexure B to the Schedule

Party means a party to this Agreement.

Personal Information has the same meaning as in the *Privacy Act 1988* (Cth), which currently is information or an opinion (including information or an opinion forming part of a data base), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Post-Activity Period has the meaning set out at item 1.8 of the Schedule.

Program means the Regional Development Australia Fund.

Progress Report means a Report described at item 3.1 of the Schedule.

Project has the meaning given in item 1 of the Schedule and includes the Activity.

Project Completion Date means the date specified in item 1.2 of the Schedule, which is the date by which You must complete the Project.

Project Completion Report means the report described at item 3.3 of the Schedule.

Purpose means the purpose of the Project as set out at item 1.4 of the Schedule.

Records include documents, information and data stored by any means and all copies and extracts of the same.

Real Property means:

- (a) any land, buildings or fixtures including the Capital Works (both during and after completion) and the Works Locations and
- (b) any interest in the property specified in paragraph (a)

that are purchased, leased, upgraded or otherwise created or brought into existence wholly or in part with the use of the Funds and includes the property listed at item 5A.

Related Body Corporate has the meaning given in section 9 of the *Corporations Act 2001* (Cth).

Report means Activity Material that is provided to Us for reporting purposes on matters including the use of the Funding, whether or not Milestones have been achieved, Progress Reports and evaluations of the Activity, Project or obligations in this Agreement, as stipulated in clause 10 and item 3 of the Schedule or as specified by Us at any time.

Schedule means the schedule to this Agreement.

Taxable Supply has the same meaning as it has in the GST Act.

Term of this Agreement means the period described in subclause 2.1.

Undepreciated in relation to the value of an Asset, means the value of the Asset which has not been Depreciated.

Us, We and Our includes Our officers, delegates, employees and agents, and Our successors.

Works Location means a location where the Capital Works are to be undertaken including any premises in, or land on, which those Capital Works are to be undertaken and includes a Works Location listed in item 5A.

You and Your includes where the context admits, Your officers, employees, agents and subcontractors, and Your successors.

1.2 In this Agreement, unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular
- (b) words importing a gender include any other gender
- (c) words importing persons include a partnership and a body whether corporate or otherwise
- (d) all references to 'clauses' are to clauses in this Agreement and all references to numbered 'items' are to items in the Schedule
- (e) all references to dollars are to Australian dollars and this Agreement uses Australian currency
- (f) a reference to the word 'include' or 'including' is to be construed without limitation
- (g) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended
- (h) an uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a Party just because that Party prepared the provision and
- (i) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

1.3 The Schedule (including annexures and documents incorporated by reference, if any) form part of this Agreement. In the event of any conflict or inconsistency between any part of:

- (a) the terms and conditions contained in the clauses of this Agreement
- (b) the Schedule

- (c) the Annexures, or
- (d) documents incorporated by reference, if any,

then the material mentioned in any one of paragraphs 1.3(a) to 1.3(d) has precedence over material mentioned in a subsequent paragraph, to the extent of any conflict or inconsistency.

2. TERM OF THIS AGREEMENT

- 2.1 The Term of this Agreement commences on the Date of this Agreement and, unless terminated earlier, it expires on the Completion Date.

3. COMMENCE CONSTRUCTION

- 3.1 You must Commence Construction required for the Activity within six months of the Date of this Agreement.
- 3.2 You must notify Us that You have Commenced Construction for the Activity, within five Business Days of Commencing Construction.
- 3.3 If You fail to Commence Construction required for the Activity within six months of the Date of this Agreement, We may give You a notice requiring You to repay to Us all or part of the Funding that We previously paid to You within the period specified in the notice.

4. PAYMENT

- 4.1 Subject to sufficient funds being available for the Program and Your compliance with this Agreement, We will provide You with the Funding at the times and in the manner specified in item 2 of the Schedule.
- 4.2 Without limiting Our rights, We may withhold or suspend any payment in whole or in part until You have performed Your obligations under this Agreement.
- 4.3 We may defer or suspend any payments under this Agreement if You have outstanding or unacquitted moneys under any arrangement (whether contractual or statutory including this Agreement) between Us and You. If We defer or suspend payment to You, You must continue to perform Your obligations under this Agreement, unless We agree otherwise in writing.
- 4.4 We will only pay You the final instalment of the Funding once You have provided Us with the Activity Completion Report.
- 4.5 The operation of this clause 4 survives the expiration or earlier termination of this Agreement.

5. MANAGEMENT OF FUNDING, ACTIVITY AND PROJECT

- 5.1 You must carry out the Activity in accordance with this Agreement diligently, effectively and to a high professional standard. You must complete the Activity by the Activity Completion Date.
- 5.2 You must expend the Funding (other than interest You have earned on the Funding) only for the Activity in accordance with the Budget (including each of its Cost Items) and with this Agreement. Interest You earn on the Funding may only be spent for the Activity in accordance with this Agreement (but does not need to be spent in accordance with the

Budget). For the avoidance of doubt, You may not spend Funds on any part of the Project other than the Activity.

5.3 You must:

- (a) ensure that the Funds are held in an account in Your name, and which You solely control, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia
- (b) ensure that the account in which the Funds are held in Your name enables the Funds to be separately identified
- (c) notify Us, in writing, prior to the receipt of any Funds, of details sufficient to identify the account
- (d) provide Us and the authorised deposit-taking institution with an authority for Us to obtain any details relating to the account
- (e) if the account changes, notify Us in writing of the details of the new account within 10 Business Days of the change occurring
- (f) ensure that two signatories, who have Your authority to do so, are required to operate the account
- (g) identify the receipt and expenditure of the Funds separately within Your accounting Records so that at all times the Funds are identifiable and ascertainable.

5.4 You must keep financial Records relating to the Activity and Project so as to enable:

- (a) all income and expenditure related to the Activity and Project to be identified in Your accounting Records
- (b) the preparation of financial statements for the Activity and the Project in accordance with Australian Accounting Standards
- (c) the audit of those Records in accordance with Australian Auditing Standards.

5.5 Except with Our prior written approval, You must not use any of the following as any form of security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest:

- (a) the Funds
- (b) this Agreement or any of Our obligations under this Agreement
- (c) any Assets, Real Property or Intellectual Property Rights in Activity Material.

5.6 If, at any time during the Term of this Agreement, part of the Funding has been expended other than in accordance with this Agreement or has not been acquitted to Our satisfaction, We may give you a notice requiring You to:

- (a) refund the amount to Us within the period specified in the notice, or
- (b) deal with the amount as directed by Us in the notice.

5.7 You must complete the Project by the Project Completion Date.

5.8 You must ensure that the Project is Operational during the Post-Activity Period. If the Project ceases to be Operational during the Post-Activity Period, We may give You a notice requiring You to repay all or part of the Funding to Us within the period specified in the notice.

- 5.9 On completion of the Project, if the cost of the completed Project is less than the Cost Estimate, We may give You a notice requiring You to return any unexpended Funding to Us within the period specified in the notice.
- 5.10 If You provided or obtained (and/or were required to provide or obtain) any Other Contributions and the cost of the completed Project is less than the Cost Estimate, We may give You a notice requiring You to return to Us, within the period specified in the notice, an amount equal to Our Proportion of the Cost Savings. In this subclause 5.10, 'Our Proportion of the Cost Savings' means savings \times % where:
- (a) savings = (the Cost Estimate – the actual cost of the Project - any Funds previously repaid to Us under this Agreement)
 - (b) % = (the Funding \div (the maximum Funding + the maximum Other Contributions excluding any in-kind Other Contributions)).
- 5.11 If You receive a notice given by Us under subclause 3.3, 5.6, 5.8, 5.9 or 5.10, You must comply with the notice within the period specified within the notice.
- 5.12 If You do not comply with a notice given by Us under subclause 3.3, 5.6, 5.8, 5.9 or 5.10, within the period specified in the notice, Interest will accrue and be payable on the amount specified in the notice until the amount is paid in full.
- 5.13 Any amount You owe to Us under subclauses 3.3, 5.6, 5.8, 5.9 or 5.10 and any Interest owed under subclause 5.12, will be recoverable by Us as a debt due to Us by You without further proof of the debt by Us being necessary.
- 5.14 You may expend the Funds on any separate category of Cost Item within the Budget, but You must obtain Our prior written approval for any transfer of Funds between categories of Cost Items within the Budget which exceed the percentage of the total Budget specified in item 2.3 of the Schedule. The total amount of transfers in any Financial Year must not exceed the percentage of the Budget specified in item 2.3 of the Schedule.
- 5.15 We are not responsible for the provision of any additional money to meet any expenditure in excess of the Funds.
- 5.16 If there are any funding shortfalls or cost overruns as a result of this Agreement, You are responsible for meeting those costs.
- 5.17 The provisions relating to clause 5 shall survive the termination or expiration of this Agreement.

6. OTHER CONTRIBUTIONS

- 6.1 If any Other Contributions are identified at Annexure B to the Schedule, You must:
- (a) within six months of the Date of this Agreement, secure those Other Contributions and
 - (b) within ten Business Days of securing those Other Contributions:
 - i. notify Us that You have secured the required amount of Other Contributions
 - ii. give Us satisfactory written evidence that the Other Contributions have been secured, including the amounts secured, their due dates and the terms and conditions of their provision.
- 6.2 The terms and conditions on which the Other Contributions are to be provided or obtained by You must be consistent with Your obligations under this Agreement and satisfactory to Us.

- 6.3 If, for any reason, You are not able to provide or obtain:
- (a) an amount of Other Contributions by the date specified in Annexure B for that amount
 - (b) an amount of Other Contributions in time to enable completion of the Activity or the Project, or
 - (c) an amount of Other Contributions on terms and conditions satisfactory to Us,
then We may, at Our sole discretion:
 - (d) suspend payment of the Funds until You provide Us with satisfactory evidence that You have provided or obtained that amount of Other Contributions on terms satisfactory to Us, or
 - (e) terminate this Agreement in accordance with clause 23.
- 6.4 Without limiting Our rights under subclause 6.3, You must take all reasonable steps to enforce any contractual arrangement under which You are entitled to receive any Other Contributions.
- 6.5 Without limiting Our rights under subclause 6.3, You must notify Us in writing within 10 Business Days:
- (a) of entering into any arrangement (whether contractual or statutory) under which You are entitled to receive any Other Contributions not identified in Annexure B
 - (b) of any changes to the Other Contributions identified in Annexure B, or
 - (c) of commencing any action to enforce a contractual arrangement under which You are entitled to receive any Other Contributions.
- 6.6 If at any time We become aware that We have provided You with Funding for any part of the Activity for which You have received Other Contributions that were not specified at Annexure B, We may seek reimbursement from You of that amount of the Funding. Any amount notified by Us to You as being owing under this subclause will be recoverable by Us as a debt due to Us by You without further proof of the debt by Us being necessary.

7. STATUTORY APPROVAL

- 7.1 You must obtain all necessary statutory approvals in relation to the Project, including those specified in item 6 of the Schedule, and You must give Us, within six months after the Date of this Agreement, satisfactory written evidence that these statutory approvals have been obtained and that they are sufficient for You to Commence Construction within six months after the Date of this Agreement.
- 7.2 If You do not comply with the requirement in subclause 7.1, We may at Our sole discretion:
- (a) suspend payment of the Funds until the evidence of the statutory approvals referred to in subclause 7.1 has been received, or
 - (b) terminate this Agreement in accordance with clause 23.

8. ASSETS

- 8.1 You must not use the Funding to acquire or upgrade any Asset, apart from those detailed in item 5.3 of the Schedule, without obtaining Our prior written approval. We may impose conditions on Our approval and You must comply with those conditions.
- 8.2 Unless it is specified in item 5.3 of the Schedule and subject to this clause 8 and the terms of any relevant lease, You own all of the Assets.
- 8.3 If a third party owns an Asset, subclauses 8.6, 8.8 and 8.10 do not apply. If You have leased an Asset from a third party, You must ensure that the terms of the lease are consistent with this clause 8 except for subclauses 8.6, 8.7 and 8.8.
- 8.4 During the Activity Period and the Post-Activity Period, You must:
- (a) unless item 5 of the Schedule provides that You do not own an Asset, obtain good title to Assets
 - (b) not sell, dispose of, encumber or grant any rights to any third party in or over any of the Assets, without Our prior written approval
 - (c) not deal with or use any Asset other than in accordance with this clause 8, without Our prior written approval
 - (d) notify Us of any impending event referred to in paragraphs 8.4(b) or 8.4(c) as soon as possible
 - (e) begin using an Asset for the Activity by no later than 3 months after its acquisition, creation or upgrade
 - (f) hold all Assets securely and safeguard them against theft, loss, damage, or unauthorised use
 - (g) maintain all Assets in good working order
 - (h) maintain all appropriate insurances for all Assets to their full replacement value noting Our interest, if any, in the Asset under this Agreement and provide Us satisfactory evidence of this insurance on request from Us
 - (i) if required by Law, maintain registration and licensing of all Assets
 - (j) be fully responsible for, and bear all risks relating to, the use or disposal of all Assets
 - (k) if specified in item 5 of the Schedule, maintain an Assets register in the form and containing the details as described in the Schedule and
 - (l) as and when requested by Us, provide copies of the Assets register to Us.
- 8.5 You must use the Assets for the Activity during the Activity Period. Throughout the Post-Activity Period, You must use the Assets identified at item 1.8 of the Schedule for the use specified in the Schedule at item 1.4.
- 8.6 You must deal with any Asset as directed by Us in Our sole discretion for the purpose of securing its ongoing use or to give any charge, mortgage or other appropriate form of security in favour of Us over it and on terms specified by Us.

- 8.7 Without prejudice to any other rights that arise in the event of a breach of this Agreement, if:
- (a) this Agreement is terminated under clause 23 and some or all of the Funding has been spent on one or more Assets
 - (b) You fail to deal with an Asset as directed under clause 8.6
 - (c) You fail to or cease to use an Asset identified in item 1.8 for the purposes specified in item 1.8 at any time during the Post-Activity Period
 - (d) You fail to or cease to use an Asset for the Activity within three months of its acquisition, upgrade or creation, or

We may give You a notice requiring You to:

- (e) continue to use the Asset in the manner, and in accordance with any conditions, notified by Us
 - (f) pay to Us within the period specified in the notice, an amount specified by Us up to the total amount of Funding used to acquire the Asset, or
 - (g) sell the Asset for the best price reasonably obtainable and pay to Us, within 20 Business Days of the sale, the proportion of the proceeds of the sale that is equivalent to the proportion of the purchase price of the Asset (less an amount equal to the reasonable disposal costs incurred by You) that was funded from the Funding.
- 8.8 If You sell or otherwise dispose of an Asset during the Activity Period or the Post-Activity Period (which must be with Our prior written approval and subject to any conditions We may impose) and, at the time of the sale or disposal, the Asset has not been fully Depreciated, We may give You a notice requiring You to take the action specified in the notice (which may include paying to Us an amount equal to the proportion of the Undepreciated value of the Asset that is equivalent to the proportion of the purchase price of the Asset that was funded from the Funding). This clause 8.8 does not apply to a disposal to which clause 8.7 applies.
- 8.9 If any of the Assets are lost, damaged or destroyed during the Activity Period or the Post-Activity Period, You must reinstate the Assets including from the proceeds of the insurance and this clause 8 continues to apply to the reinstated Assets. You must notify Us of any surplus from the proceeds of the insurance and You must use and account for the surplus as Funding under this Agreement.
- 8.10 At the end of the Activity Period, We may give You a notice requiring You to deal with an Asset that is not specified in item 1.8 of the Schedule as We may, at Our sole discretion, direct in the notice.
- 8.11 If We give You a notice under subclause 8.7, 8.8 or 8.10, You must promptly comply with the notice.
- 8.12 If You fail to make a payment to Us as required by a notice given under subclause 8.7 or 8.8 You must pay Us:
- (a) the Interest on the relevant amount from the date it was due, for the period it remains unpaid and
 - (b) the relevant amount, and Interest owed under this clause 8, will be recoverable by Us as a debt due to Us by You.

- 8.13 Our approval under subclause 8.1 and paragraphs 8.4(b) and 8.4(c) will not be unreasonably withheld.
- 8.14 We will make a decision as to whether to grant an approval within a reasonable period after receiving Your request.
- 8.15 The provisions relating to clause 8 shall survive the termination or expiration of this Agreement.

8A. REAL PROPERTY

- 8A.1 You must obtain Our prior written approval to spend the Funding on any Real Property that is not specifically identified in the Budget. We may grant that approval subject to conditions.
- 8A.2 You must pay all rents, rates, taxes levies and other outgoings of any nature in relation to the Real Property. The funds may not be used to pay rent.
- 8A.3 You must:
- (a) perform the Capital Works:
 - i. in accordance with the designs and plans submitted by You to Us
 - ii. In a good and workmanlike manner by qualified tradespeople and
 - iii. With a minimum of delay.
- 8A.4 Throughout the Term of this Agreement, including the Post-Activity Period, You agree to:
- (a) hold the Real Property securely and safeguard it against theft, loss, damage, or unauthorised use
 - (b) maintain the Real Property in good condition
 - (c) maintain all appropriate insurances for the Real Property to its full replacement cost and use that insurance to rectify any damage to or destruction to the Real Property and this clause 8A continues to apply to the Real Property once rectified. You must notify Us of any surplus from the proceeds of this insurance and You must use and account for that surplus as Funding under this Agreement
 - (d) if required by any Law, maintain registration and licensing of the Real Property
 - (e) be fully responsible for, and bear all risks relating to, the use or Disposal of all Real Property
 - (f) if specified in item 5A of the Schedule, maintain a Real Property register in the form and containing the details as described in that item of the Schedule and
 - (g) as and when requested by Us, provide copies of the Real Property register to Us.
- 8A.5 You warrant and agree that the Capital Works (whether undertaken before, on or after the Date of this Agreement) have been (if applicable) and will be carried out in accordance with all applicable Laws including, but not limited to, all necessary planning and regulatory approvals.
- 8A.6 You are responsible for ensuring the proper and efficient completion of the Capital Works and agree to provide Us with satisfactory evidence of the proper completion of the Capital Works on or before the expiration of the Activity Period.

8A.7 You agree to ensure that:

- (a) the Works Locations comply at all times with all applicable Laws regarding their use as a site for the Capital Works
- (b) the completed Capital Works comply with all Laws relating to their ongoing use in accordance with item 1.8 of the Schedule throughout the Post-Activity Period
- (c) the Real Property is used for, and is fit to be used for, the purposes specified in item 1.8 of the Schedule throughout the Post-Activity Period and
- (d) the use of the Real Property for the purposes specified in item 1.8 of the Schedule throughout the Post-Activity Period, does not infringe any conditions of Your ownership or occupation of the Real Property.

8A.8 Throughout the Post-Activity Period, You must use the Real Property for the purpose specified in item 1.8.

8A.9 If We request, You must take all action necessary to grant Us a security, including in the form of a charge or mortgage, over the Real Property and on terms acceptable to Us.

8A.10 If a third party has proprietary or other rights or interests in relation to any Real Property, You agree to:

- (a) enter into legally binding written agreements under which all such third parties agree to:
 - i. the use of the Works Locations to undertake the Capital Works throughout the Activity Period
 - ii. the use of the Works Locations, and completed Capital Works for the purposes specified in item 1.8 of the Schedule throughout the Post-Activity Period and
 - iii. the use of any other Real Property for the Activity throughout the Activity Period and for the purposes specified in item 1.8 of the Schedule throughout the Post-Activity Period.
- (b) not do anything that would give any such third party a right to rescind its agreement to one or more of the uses specified in paragraph (a) and
- (c) within 10 Business Days of a request from Us, provide evidence to Us that You have complied with the requirements of this subclause 8A.10.

8A.11 If:

- (a) the Agreement is terminated under clause 23 and some or all of the Funding has been provided to You for expenditure on Real Property
- (b) You fail to Commence Construction for the Activity within 6 months of the Date of this Agreement
- (c) You Dispose of any Real Property during the Term of this Agreement, or
- (d) You fail to or cease to use any Real Property for the purposes specified in item 1.8 of the Schedule at any time during the Post-Activity Period

then:

- (e) You must notify Us at least 20 Business Days prior to the event in paragraph (b), (c) or (d) occurring and
- (f) We may give You a notice requiring You to repay Us some or all of the Funding provided under this Agreement and You must repay the amount specified in any such notice within the period specified in that notice.

8A.12 If You fail to pay Us an amount as required by a notice given under subclause 8A.11:

- (a) You must pay Us the Interest on the unpaid amount from the date it was due, for the period it remains unpaid and
- (b) that amount, and Interest owed under this subclause 8A.12, will be recoverable by Us as a debt due to Us by You.

8A.13 The provisions relating to clause 8A shall survive the termination or expiration of this Agreement.

9. RECORDS

- 9.1 You must keep full and accurate Records of the conduct of the Activity and the Project including, progress against the Milestones, the receipt and use of Funding and Other Contributions (if any), the creation, acquisition and upgrading of Assets or Real Property and the creation of Intellectual Property Rights in Activity Material.
- 9.2 You must retain the Records maintained under subclause 9.1 for a period of no less than 7 years after the end of the Activity Period.
- 9.3 The provisions relating to clause 9 shall survive the termination or expiration of this Agreement.

10. REPORTING

- 10.1 You must provide to Us, at the times and in the manner prescribed in item 3 of the Schedule or as requested by Us at any time:
 - (a) Progress Reports and other Reports and performance information relating to the Activity and the Project
 - (b) financial information (including bank statements, receipts and invoices) and audited financial reports of receipt and expenditure of the Funding and Other Contributions (excluding in-kind).
- 10.2 You must give Us a Financial Audited Report:
 - (a) at the times stated in item 3 of the Schedule
 - (b) at other times notified by Us
 - (c) if this Agreement is terminated, within 20 Business Days after the termination.
- 10.3 The Financial Audited Report referred to in subclause 10.2 must contain:
 - (a) separate audited statements of receipts and expenditure in respect of the Funding and Other Contributions (excluding in-kind), which must:
 - i. comply with Australian Accounting Standards and Australian Auditing Standards
 - ii. separately identify any interest earned on the Funding

- iii. include a definitive statement made by an Approved Auditor as to whether:
 - a) the statements of receipts and expenditure are fair and true
 - b) Funding and Other Contributions (excluding in-kind) were held and expended in accordance with this Agreement
 - (b) a certificate, signed by Your Chief Executive Officer, Chief Financial Officer or a person authorised by You to execute documents and legally bind You by their execution, that:
 - i. all Funding and Other Contributions (excluding in-kind) received was expended for the purpose of the Activity and Project and expended and held in a manner in accordance with this Agreement
 - ii. salaries and allowances paid to persons involved in the Activity are in accordance with any applicable award or agreement in force under any relevant Law on industrial or workplace relations.
- 10.4 The audited statements referred to in paragraph 10.3(a) and the certificate referred to in paragraph 10.3(b), must comply with the requirements, if any, described in item 3 of the Schedule.
- 10.5 You must provide to US a report annually during the Post Activity Period (5 years) that confirms that all Assets as per item 5.3 of the Schedule and all Real Property as per item 5.A.1 of the Schedule are being used in accordance with the Purpose described at item 1.4 of the Schedule .
- 10.6 The provisions relating to clause 10 shall survive the termination or expiration of this Agreement.

11. TAXES, DUTIES AND GOVERNMENT CHARGES

- 11.1 Subject to this clause 11, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with this Agreement must be borne by You.
- 11.2 Unless otherwise indicated, all consideration for any supply made under this Agreement is exclusive of any GST imposed on the supply.
- 11.3 If one party (supplier) makes a taxable supply to the other party (recipient) under this Agreement, the recipient on receipt of a tax invoice from the supplier must pay without set off an additional amount to the supplier equal to the GST imposed on the supply in question.
- 11.4 No party may claim or retain from the other party any amount in relation to a supply made under this deed for which the first party can obtain an input tax credit or decreasing adjustment.
- 11.5 On the basis that the Funding paid under this Agreement is of a 'funding nature', is paid to a 'government related entity', and is 'specifically covered' by an appropriation, the Parties agree to rely on GSTR 2012/2 as at the Date of this Agreement for no GST being imposed in connection with this Agreement.

12. COMMONWEALTH MATERIAL

- 12.1 Ownership of all Commonwealth Material, including Intellectual Property Rights in that Material, remains vested at all times in Us but We grant You a licence to use, copy and

reproduce that Material only for the purposes of this Agreement and in accordance with any conditions or restrictions specified in item 7 of the Schedule.

- 12.2 At the end of the Activity Period or on termination of this Agreement, You must return all Commonwealth Material to Us unless otherwise specified by Us.
- 12.3 Subject to clause 12.2, You must keep safely and maintain Commonwealth Material You have been given for the purposes of this Agreement.
- 12.4 The provisions relating to clause 12 shall survive the termination or expiration of this Agreement.

13. INTELLECTUAL PROPERTY

- 13.1 Subject to this clause 13, as between Us and You (but without affecting the position between You and a third party) Intellectual Property Rights in Activity Material vest immediately in You.
- 13.2 You grant to (or must procure for) Us a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate, adapt, modify and exploit the Intellectual Property Rights in Activity Material for any Commonwealth purpose.
- 13.3 You agree that the licence granted in clause 13.2 includes a right for Us to licence the Activity Material to the public under an Open Access Licence.
- 13.4 This clause 13 does not affect the ownership of any Intellectual Property Rights in any Existing Material, which is specified in item 8 of the Schedule. You, however, grant to Us or must procure for Us of a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate, adapt, modify and exploit the Intellectual Property Rights in Existing Material for any Commonwealth purpose.
- 13.5 You:
- (a) must, if requested by Us to do so, bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 13
 - (b) warrant that You are entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Activity Material and the Existing Material in accordance with this clause 13
 - (c) except as expressly provided for in this Agreement, must not deal with the Intellectual Property Rights in the Activity Material during the Term of this Agreement.
- 13.6 The provisions relating to clause 13 shall survive the termination or expiration of this Agreement.

14. MORAL RIGHTS

- 14.1 For this clause 14, the 'Specified Acts' means the following classes or types of acts or omissions by or on behalf of Us:
- (a) those which would, but for this clause 14 infringe the author's right of attribution of authorship or the author's right of integrity of authorship

but does not include:

- (b) those which would infringe the author's right not to have authorship falsely attributed.

14.2 You warrant or undertake that:

- (a) the author of any Activity Material, other than Existing Material, has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for Our benefit
- (b) the author of any Existing Material has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for Our benefit in relation to such material used, reproduced, adapted and exploited in conjunction with the other Activity Material.

14.3 The provisions relating to clause 14 shall survive the termination or expiration of this Agreement.

15. DISCLOSURE OF INFORMATION

15.1 You acknowledge that We may be required to provide information in relation to the Funding or this Agreement, as required by the operation of any Law, judicial or parliamentary body or governmental agency and accordingly We cannot undertake to treat any of Your information or this Agreement as confidential information.

15.2 You acknowledge and agree that We will publish the following information on Our website:

- (a) Your name
- (b) the purpose for which the Funding is being provided
- (c) the total amount of the Funding
- (d) the Date of this Agreement
- (e) the Term of this Agreement
- (f) the State or Territory, suburb and postcode at which the Activity will primarily take place.

15.3 You are permitted to disclose Commonwealth Material, except to the extent that it is Commonwealth Confidential Information. If We require You to keep any Commonwealth Confidential Information, We may permit You to disclose it subject to compliance with any conditions on that disclosure that We may impose.

16. PROTECTION OF PERSONAL INFORMATION

16.1 This clause 16 applies only where You deal with Personal Information when, and for the purpose of, conducting the Activity under this Agreement.

16.2 You agree to be treated as a 'contracted service provider' within the meaning of section 6 of the *Privacy Act 1988* (Cth) (the Privacy Act), and agree in respect to the conduct of the Activity under this Agreement:

- (a) to use or disclose Personal Information obtained during the course of conducting the Activity under this Agreement, only for the purposes of this Agreement

- (b) not to do any act or engage in any practice that would breach an Information Privacy Principle (IPP) contained in section 14 of the Privacy Act, which if done or engaged in by an agency, would be a breach of that IPP
 - (c) to carry out and discharge the obligations contained in the IPPs as if You were an agency under that Act
 - (d) to notify individuals whose Personal Information You hold, that complaints about Your acts or practices may be investigated by the Information Commissioner who has power to award compensation against You in appropriate circumstances
 - (e) not to use or disclose Personal Information or engage in an act or practice that would breach section 16F (direct marketing), a National Privacy Principle (NPP) (particularly NPPs seven to ten) or an Approved Privacy Code (APC), where that section, NPP or APC is applicable to You, unless:
 - i. in the case of section 16F - the use or disclosure is necessary, directly or indirectly, to discharge an obligation under this Agreement, or
 - ii. in the case of an NPP or an APC - where the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under this Agreement, and the activity or practice which is authorised by this Agreement is inconsistent with the NPP or APC
 - (f) to disclose in writing to any person who asks, the content of the provisions of this Agreement (if any) that are inconsistent with an NPP or an APC binding a Party to this Agreement
 - (g) to immediately notify Us if You become aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 16, whether by You or any subcontractor
 - (h) to comply with any directions, guidelines, determinations or recommendations of the Information Commissioner to the extent that they are not inconsistent with the requirements of this clause 16
 - (i) to ensure that any of Your employees who are required to deal with Personal Information for the purposes of this Agreement are made aware of Your obligations set out in this clause 16.
- 16.3 You must ensure that any subcontract entered into for the purpose of fulfilling Your obligations under this Agreement contains provisions to ensure that the subcontractor has the same awareness and obligations as You have under this clause, including the requirement in relation to subcontracts.
- 16.4 You indemnify Us in respect of any loss, liability or expense suffered or incurred by Us which arises directly or indirectly from a breach of any of Your obligations under this clause 16, or from a subcontractor's breach of the subcontract provisions referred to in subclause 16.3.
- 16.5 In this clause 16, the terms 'agency', 'Approved Privacy Code' (APC), 'Information Privacy Principles' (IPPs), and 'National Privacy Principles' (NPPs) have the same meaning as they have in section 6 of the Privacy Act, and 'subcontract' and other grammatical forms of that word has the meaning given in section 95B(4) of the Privacy Act.
- 16.6 The provisions relating to clause 6 shall survive the termination or expiration of this Agreement.

17. LIABILITY

- 17.1 To the extent permitted by law, the operation of any legislation proportionate liability regime is excluded in relation to any claim against You under or in connection with this Agreement.
- 17.2 You indemnify (and keep indemnified) Us, Our officers, employees, and agents against any:
- (a) loss or liability incurred by Us
 - (b) loss of or damage to Our property, or
 - (c) loss or expense incurred by Us in dealing with any claim against Us, including legal costs and expenses on a solicitor/own client basis and a cost of time spent, resources used, or disbursements paid by Us
- arising from:
- (d) any act or omission by You, or any of Your employees, agents, volunteers, or subcontractors in connection with this Agreement, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense
 - (e) any breach by You of Your obligations or warranties under this Agreement
 - (f) the use of the Assets or Real Property by You or any of Your employees, agents, volunteers or subcontractors, or
 - (g) the use by Us of the Activity Material or Existing Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights in Activity Material or Existing Material.
- 17.3 Your liability to indemnify Us under this clause 17 will be reduced proportionally to the extent that any fault on Our part contributed to the relevant loss, damage, expense, or liability.
- (a) Our right to be indemnified under this clause 17 is in addition to, and not exclusive of, any other right, power, or remedy provided by law, but We are not entitled to be compensated in excess of the amount of the relevant liability, damage, loss, or expense.
- 17.4 In this clause 17, "fault" means any negligent or unlawful act or omission or wilful misconduct.
- 17.5 The provisions relating to clause 17 shall survive the termination or expiration of this Agreement.

18. INSURANCE

- 18.1 Subject to paragraph 8.4(h) and clause 8A, You must have insurance as specified in item 10 of the Schedule until the end of the Post-Activity Period.
- 18.2 Whenever requested, You must provide Us, within ten Business Days of the request, with evidence satisfactory to Us that You have complied with Your obligation to insure.
- 18.3 The provisions relating to clause 18 shall survive the termination or expiration of this Agreement.

19. CONFLICT OF INTEREST

- 19.1 You warrant that, to the best of Your knowledge after making diligent inquiry, at the Date of this Agreement no Conflict exists or is likely to arise in the performance of Your obligations under this Agreement.
- 19.2 Without limiting the operation of this clause 19, during the Term of this Agreement, You must ensure that no Conflict arises through Your involvement with the parties or programs, if any, specified in item 11 of the Schedule.
- 19.3 If a Conflict arises during the Term of this Agreement, You must:
- (a) immediately notify Us in writing of that Conflict and of the steps You propose to take to resolve or otherwise deal with the Conflict
 - (b) make full disclosure to Us of all relevant information relating to the Conflict
 - (c) take such steps as We may, if We choose to, reasonably require to resolve or otherwise deal with that Conflict.
- 19.4 If You fail to notify Us under this clause 19, or are unable or unwilling to resolve or deal with the Conflict as We require, We may terminate this Agreement in accordance with clause 23.

20. ACCESS TO PREMISES AND RECORDS

- 20.1 You must give the Auditor-General, the Information Commissioner and persons authorised by Us (referred to in this clause 20 collectively as 'those permitted') access to premises at which Records and Material associated with this Agreement are stored or work under the Activity is undertaken at all reasonable times and allow those permitted to inspect and copy Records and Material, in Your possession or control, for purposes associated with this Agreement or any review of performance under this Agreement. You must also give those permitted access to any Assets or Real Property, wherever they may be located, and reasonable access to Your employees for the same purpose.
- 20.2 You must provide all reasonable assistance requested by those permitted when they exercise the rights under subclause 20.1.
- 20.3 The rights referred to in subclause 20.1 are subject to:
- (a) the provision of reasonable prior notice by those permitted (except where they believe that there is an actual or apprehended breach of the law) and
 - (b) Your reasonable security procedures.
- 20.4 The requirement for access as specified in subclause 20.1 does not in any way reduce Your responsibility to perform Your obligations in accordance with this Agreement.
- 20.5 You must ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause allowing those permitted to have access as specified in this clause 20.
- 20.6 This clause 20 applies for the Term of this Agreement and for a period of 7 years from the date of expiration or earlier termination of this Agreement.

21. DELAY

- 21.1 You must take all reasonable steps to minimise delay in completion of the Activity and the Project.
- 21.2 If You become aware that You will be delayed in progressing or completing the Activity in accordance with this Agreement or the Project generally, You must immediately notify Us in writing of the cause and nature of the delay. You must describe in the notice the steps You will take to reduce the delay.
- 21.3 On receipt of a notice of delay, We may, at Our sole discretion:
- (a) notify You in writing of a period of extension to complete the Activity and vary this Agreement accordingly
 - (b) notify You in writing of reduction in the scope of the Activity and any adjustment to the Funds for You to complete the reduced Activity and vary this Agreement accordingly;
 - (c) terminate this Agreement under clause 23, or
 - (d) take such other steps as are available under this Agreement.
- 21.4 Unless We take action under subclause 21.3, You must comply with the time frame for progressing and completing the Activity and the Project set out in this Agreement.

22. TERMINATION WITH COSTS

- 22.1 We may, at any time by written notice to You, terminate or reduce the scope of this Agreement without prejudice to the rights, liabilities, or obligations of either Party accruing prior to the date of termination. If We terminate this Agreement under this clause 22, We will only be liable:
- (a) to pay Funding due and owing to You under the payment provisions of this Agreement as at the date of the notice of termination
 - (b) subject to subclauses 22.5, 22.6 and 22.7, to reimburse You any expenses You have unavoidably incurred that relate directly and entirely to the Activity and are not covered by paragraph 22.1(a).
- 22.2 Upon receipt of a notice of termination or reduction in scope You must:
- (a) cease or reduce the performance of Your obligations under this Agreement in accordance with the notice
 - (b) immediately do everything possible to mitigate all losses, costs, and expenses, arising from the termination or reduction in scope contained in the notice
 - (c) continue performing any part of the Activity not affected by the notice if requested to do so by Us
 - (d) immediately return to Us any Funds in accordance with paragraph 22.3 or deal with any such Funds as We may direct in writing.
- 22.3 If We terminate this Agreement under subclause 22.1, We will be entitled to recover from You any part of the Funding which:
- (a) is not legally committed for expenditure by You in accordance with this Agreement and payable by You (written evidence of which will be required) by the date the

notice of termination given under subclause 22.1 is deemed to be received in accordance with subclause 40.3 [Notices], or

(b) has not, in Our opinion, been expended by You in accordance with the terms and conditions of this Agreement,

and all such Funds will be regarded as a debt due to Us capable of being recovered as such in any court of competent jurisdiction.

22.4 If We reduce the scope of Your obligations under this Agreement, Our liability to pay any part of the Funding will, in the absence of agreement to the contrary, abate proportionately to the reduction in the obligations under this Agreement.

22.5 Our liability to pay You any compensation under or in relation to this clause 22 is subject to:

(a) Your strict compliance with this clause 22

(b) Your substantiation of any amount claimed under paragraph 22.1 (b).

22.6 We will not be liable to pay You compensation for loss of prospective profits for a termination or reduction in scope under this clause 22 or loss of any benefits that would have been conferred on You had the termination or reduction not occurred.

22.7 Notwithstanding anything in this Clause 22, We will not be liable to pay You any amounts which would, when added to any payments already paid to You under this Agreement, exceed the Funding set out in item 2.1 of the Schedule

23. TERMINATION FOR DEFAULT

23.1 We may immediately terminate this Agreement by giving written notice to You of the termination if:

(a) You fail to fulfil, or are in breach of any of Your obligations under this Agreement and we consider that this failure or breach is not capable of remedy

(b) You fail to fulfil, or are in breach of any of Your obligations under this Agreement, and do not rectify the omission or breach within 10 Business Days of receiving a notice in writing from Us to do so

(c) You are unable to pay all Your debts as and when they become due and payable or You fail to comply with a statutory demand within the meaning of sections 459E and 459F of the *Corporations Act 2001* (Cth)

(d) proceedings are initiated with a view to obtaining an order for Your winding up or any shareholder, member or director convenes a meeting for the purpose of considering or passing of any resolution for Your winding up

(e) You come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth) or equivalent provisions in Incorporated Associations legislation of the States and Territories or Chapter 11 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth), or an order has been made for the purpose of placing You under external administration

(f) in relation to this Agreement, You breach any Law of the Commonwealth, or of a State or Territory

(g) You cease to carry on business

- (h) We are satisfied that any statement made in Your application for Funding is incorrect, incomplete, false or misleading in a way which would have affected the original decision to approve the Funding
- (i) notice is served on You or proceedings are taken to cancel Your incorporation or registration or to dissolve You as a legal entity
- (j) another clause of this Agreement provides for termination under this clause 23

23.2 If We terminate the Term of this Agreement under subclause 23.1 We will:

- (a) be liable only to pay Funding due and owing to You under this Agreement as at the date of the notice of termination
- (b) be entitled to recover from You any part of the Funding which:
 - i. is not legally committed for expenditure by You in accordance with this Agreement and payable by You (written evidence of which will be required) by the date the notice of termination given under subclause 23.1 is deemed to be received in accordance with subclause 40.3 [Notices] or
 - ii. has not, in Our opinion, been expended by You in accordance with the terms and conditions of this Agreement.

23.3 If You do not repay Us the amount referred to in paragraph 23.2(b) within 10 Business Days of receipt of the notice of termination, You must also pay Us Interest on the outstanding amount which You acknowledge represents a reasonable pre-estimate of the loss incurred by Us as a result of the loss of investment opportunity for, or the reasonable cost of borrowing other money in place of, the amount which should have been repaid. The amount set out in the notice, and Interest owed under this subclause 23.3 will be recoverable by Us as a debt due to Us by You.

23.4 Subclause 23.2 does not limit or exclude any of Our other rights, including the right to recover any other amounts from You on termination of this Agreement.

24. SUBCONTRACTING

24.1 You are fully responsible for the performance of Your obligations under this Agreement, even though You may have subcontracted any of them.

24.2 Unless We agree otherwise, You must have a written contract with each of Your subcontractors (subcontract) and ensure that each subcontract is consistent with, and allows You to give effect to, Your obligations under this Agreement. If requested by Us, You must notify Us of any subcontractors appointed to carry out any of Your obligations under this Agreement. You must notify Us no later than 20 Business Days after the request from Us.

24.3 You are responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out and for ensuring that such work meets the requirements of this Agreement. We may direct You to terminate a subcontracting arrangement by notifying You in writing.

24.4 Upon receipt of a written notice from Us directing You to terminate a subcontracting arrangement, You must, as soon as practicable (or as We may direct in the notice), cease using that subcontractor to perform any of Your obligations unless We direct that the subcontractor be replaced immediately, in which case You must comply with the direction.

- 24.5 If We direct You to terminate a subcontracting arrangement, You remain liable under this Agreement for the past acts or omissions of Your subcontractors as if they were current subcontractors.
- 24.6 You must, in any subcontract placed with a subcontractor, reserve a right of termination to take account of:
- (a) Our right to direct you to terminate that subcontract under subclause 24.3
 - (b) Our right of termination under clauses 22 and 23
- and You must make use of that right in the event of a termination by Us.
- 24.7 You must, in any subcontract placed with a subcontractor, include a requirement for insurance that is consistent with the requirement for insurance under clause 18.
- 24.8 You must not enter into a subcontract under this Agreement with a subcontractor named by the Director of the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the *Equal Opportunity for Women in the Workplace Act 1999* (Cth).
- 24.9 For the purpose of this Agreement, 'subcontractor' includes any other member of Your consortium who is involved in the performance of the Activity.

25. ACKNOWLEDGMENT AND PUBLICITY

- 25.1 You must acknowledge the financial and other support You have received from Us in all of Your publications, signage and promotional material (such as brochures, flyers, fact sheets, web pages and media releases) regarding the Project by including wording that We have approved You to use for that purpose.
- 25.2 If You erect or maintain any signage in relation to the Project, the signage must be approved by Us prior to use and contain an acknowledgement of the Funding as required by this clause 25. Any such signage should remain for as long as the Asset or Real Property to which it is attached is used for the purposes specified in item 1.8 of the Schedule. Signage for the Activity may be paid from the Budget if approved by Us. Signage for any other part of the Project must be at Your own cost.
- 25.3 If a Federal, State or Local Government election is announced, You must cover any sign that is displayed within 100 metres of a polling place with an opaque (impenetrable to sight), durable and water repellent material from a period not less than 48 hours before the commencement of polling at that polling place until the polls close.
- 25.4 You must include Our logo in all Your signage, publications and promotional activities related to the Activity.
- 25.5 You must not use Our logo without Our approval. If We provide approval for Your use of Our logo, You must use it in accordance with Our branding guidelines (to be advised by Us).
- 25.6 All Your publicity, announcements and media releases relating to the Activity must be cleared through Our contact officer specified at item 14 of the Schedule with at least ten [10] Business Days' notice, before release.

- 25.7 We reserve the right to publicise and report on the provision of Funding to You, including Your progress on completing the Activity and the Project. We may do this by including the information specified in subclause 15.2 in media releases, general announcements about the Funding and in annual reports and on Our website.
- 25.8 You must conduct an official opening of the completed Activity and Project unless otherwise agreed by Us.
- 25.9 You must provide to us at least 3 options for dates for the official opening, or any other milestone events that You choose to conduct (e.g. stage completion), for the Activity and the Project. These dates must be provided at least 45 days prior to the first proposed date for each event to be conducted.
- 25.10 The date of official openings or other official public function for the completed Activity and Project must be agreed by Us.
- 25.11 You must invite Our representative to officiate at any official opening or other official public function relating to the Activity or the Project.
- 25.12 Our Minister's prior agreement must be sought, through Us, to invite to any other Commonwealth or State elected official or other officials to attending either function. This invitation must be provided to Us no later than 45 days before the date of the official opening or other official public function relating to the Activity or the Project.
- 25.13 You must coordinate requests for Our agreement to the date of official openings and requests for Our representation at official openings or other official functions relating to the Activity or the Project through Our contact officer specified at item 14 of the Schedule.
- 25.14 This clause 25 applies for the Term of this Agreement and for a period of 5 years from the date of expiration or termination of this Agreement.

26. COMPLIANCE WITH LAWS AND OUR POLICIES

- 26.1 You must, in carrying out Your obligations under this Agreement, comply with all applicable Laws of any Commonwealth, State, Territory or local authority, including those listed at item 13.1 of the Schedule. You should note that under the *Criminal Code Act 1995* (Cth) section 137.1 giving false or misleading information is a serious offence.
- 26.2 You must, in carrying out Your obligations under this Agreement, comply with any of Our policies as notified by Us to You in writing, including those listed at item 13.2 of the Schedule.

27. COMPLIANCE WITH THE NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY (THE CODE) AND THE AUSTRALIAN GOVERNMENT IMPLEMENTATION GUIDELINES FOR THE NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY (THE GUIDELINES)

- 27.1 In this clause 27:
- (a) 'the Code' means the National Code of Practice for the Construction Industry 1997. The Code can be downloaded from deewr.gov.au/building
 - (b) 'the Guidelines' means the Australian Government Implementation Guidelines for National Code of Practice for the Construction Industry, August 2009. The Guidelines can be downloaded from deewr.gov.au/building

(c) 'the Project Parties' means all contractors, subcontractors, suppliers, consultants, and employees who perform on-site work in relation to the Project.

27.2 Where the Funding specifically relates to building and construction activity, subject to the thresholds specified in the Guidelines, You must comply with and ensure that the Project Parties comply with the Code and Guidelines.

27.3 The Guidelines require You to ensure that:

(a) all requests for tender, expressions of interest, submissions, and invitations to join Common Use Arrangements in relation to the Project made by You, or any of the Project Parties, contain the commitment to apply the Code and Guidelines as set out in the model tender documents available at <http://www.deewr.gov.au/WorkplaceRelations/Policies/BuildingandConstruction/Pages/ModelTender.aspx>

(b) all contracts entered into in relation to the Project by You, or any of the Project Parties, contain the commitment to apply the Code and Guidelines as set out in the model contract clauses available at <http://www.deewr.gov.au/WorkplaceRelations/Policies/BuildingandConstruction/Pages/ModelTender.aspx>

27.4 You must maintain adequate records of compliance, with the Code and Guidelines, by You and each of the Project Parties. You must permit the Australian Government and those authorised by it, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, full access to the premises and records of You and the Project Parties to:

- (a) inspect any work, material, machinery, appliance, article, or facility
- (b) inspect and copy any record relevant to the Project
- (c) interview any person

as is necessary to monitor compliance with the Code and Guidelines.

Additionally, You undertake that You, and each of the Project Parties, will agree to a request by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, to produce a specified document within a specified period, in person, by fax or by post.

27.5 You acknowledge and agree that the Australian Government and those authorised by it, may publish or otherwise disclose information in relation to compliance by You and the Project Parties with the Code and the Guidelines. You must obtain the Project Parties' consent to the publication or disclosure of information under this clause.

27.6 While acknowledging that value for money is the core principle underpinning decisions on Government procurement, when assessing tenders You may preference contractors, subcontractors and consultants that have a demonstrated commitment to:

- (a) adding and/or retaining trainees and apprentices
- (b) increase the participation of women in all aspects of the industry, or
- (c) promoting employment and training opportunities for Indigenous Australians in regions where significant populations exists.

27.7 You must not appoint a contractor, subcontractor or consultant in relation to the Project where:

- (a) the appointment would breach a sanction imposed by the Minister for Tertiary Education, Skills, Jobs and Workplace Relations or
- (b) the contractor, subcontractor or consultant has a judicial decision against them relating to employee entitlements, not including decisions under appeal, and has not paid the claim.

28. AUSTRALIAN GOVERNMENT BUILDING AND CONSTRUCTION OHS ACCREDITATION SCHEME

28.1 In this clause 28:

- (a) 'BCII Act' means the Building and Construction Industry Improvement Act 2005
- (b) 'Building Work' has the meaning given in section 5 of the BCII Act
- (c) 'Exclusions' means the exclusions specified in the Building and Construction Industry Improvement (Accreditation Scheme) Regulations 2005
- (d) 'Scheme' means the Australian Government Building and Construction OHS Accreditation Scheme established by the BCII Act.

28.2 Subject to the Exclusions, You must ensure that all of Your subcontracts valued at \$3 million or more and requiring Building Work related to the Project:

- (a) are notified to the Office of the Federal Safety Commissioner at the earliest possible opportunity (that is when approaching the market)
- (b) contain a requirement that the head building contractor:
 - i. is accredited under the Scheme
 - ii. maintains Scheme accreditation for the life of the contract
 - iii. must comply with all conditions of the Scheme accreditation.

28.3 If conduct of the Activity requires You to carry out any Building Work, You must:

- (a) maintain accreditation under the Scheme
- (b) comply with all conditions of Scheme accreditation.

29. WORK HEALTH AND SAFETY

29.1 You must ensure that the services and the work conducted by you, and any of your officers, employees, agents and subcontracts, comply with all applicable legislative requirements, standards and policies requirements of this Agreement, that relate to the health and safety of You, Your personnel, Our staff and third parties.

29.2 You must comply with obligations under applicable WHS law, and must ensure, so far as is reasonably practicable, that officers (as defined under applicable WHS law) and workers also comply with their WHS obligations. This sub-clause is not limited by sub-clause 29.1.

29.3 You must ensure, so far as is reasonably practicable, the health and safety of workers while they are working in relation to this Agreement:

- a) workers engaged, or caused to be engaged by you, and
 - b) workers whose activities in carrying out work are influenced or directed by you.
- 29.4 You must ensure, so far as is reasonably practicable, that the health and safety of other persons (including Our staff and Our contractors) are not put at risk as a result of work carried out under this Agreement.
- 29.5 You must consult, cooperate and coordinate with Us in relation to Your work health and safety duties.
- 29.6 Without limiting this Agreement, You must, on request, give all reasonable assistance to Us, by providing information and documents to assist Us and Our officers (as defined in the WHS Act) regarding compliance with the WHS Act.
- 29.7 We may direct You to take specified measures in connection with Your work under this Agreement, or otherwise, in connection with the Services that We considers reasonably necessary to deal with an event, or circumstance, that has, or is likely to have, an adverse effect on the health or safety of persons. You must comply with such directions. You are not entitled to an adjustment of the Fees, or to charge additional allowances or expenses, merely because of compliance with such directions.
- 29.8 If an event occurs in relation to Your work under this Agreement that leads, or could lead, to the death of, injury to, illness of, a person (Notifiable Incident), You must:
- a) immediately report the matter to Us, including all relevant details that are known to You
 - b) as soon as possible after the Notifiable Incident, investigate the Notifiable Incident to determine, as far as it can reasonably be done:
 - i. its cause, and
 - ii. what adverse effects (if any) it will have on Your work under this Agreement, including adverse effects on health and safety.
 - c) as soon as possible after the Notifiable Incident, take all reasonable steps to remedy the effects of the Notifiable Incident on health and safety
 - d) as soon as possible after the Notifiable Incident, take all reasonable steps (including by instituting procedures and systems) to ensure that the kinds of events or circumstances which led to the Notifiable Incident do not recur
 - e) within three Business Days after the Notifiable Incident, give Us a written report detailing the Notifiable Incident, including the results of the investigations required by subclause 29.8(b) and a statement of the steps You have taken, or that You propose to take, as required by subclauses 29.8(c) and (d)
 - f) within three months after the Notifiable Incident, give the Department a written report giving full details of Your actions in relation to the Notifiable Incident.
- 29.9 The obligations under clause 29.8 are additional to any reporting obligations that you may have under the law.
- 29.10 You must fully co-operate, at Your own cost, with any investigation by any government agency (Commonwealth/State/Territory) with respect to a Notifiable Incident, including parliamentary inquiries, boards of inquiry and coroner's investigations.

29.11 You must not enter into any subcontract for the purpose of directly or indirectly fulfilling obligations under this Agreement, unless such a subcontract obliges the subcontractor to comply with provisions equivalent to those contained in sub-clause 29.1.

29.12 A word or expression in clause 29 that is:

- a) used or defined in an applicable WHS law, and
- b) is not otherwise defined in clause 29 or elsewhere in this Agreement

has, for the purposes of clause 29, the meaning given to it under the applicable WHS.

30. NEGATION OF LEGAL RELATIONSHIP OF EMPLOYMENT, PARTNERSHIP AND AGENCY

30.1 You, Your employees, partners and agents will not, by virtue of this Agreement, be or for any purpose be deemed to be Our legal employees, partners or agents.

30.2 You must not, and must ensure that Your employees, partners and agents do not, represent Yourself or themselves as being Our employees, partners or agents.

31. ENTIRE AGREEMENT, VARIATION AND SEVERANCE

31.1 This Agreement records the entire agreement between You and Us in relation to its subject matter.

31.2 Except for action We are expressly authorised to take elsewhere in this Agreement, no variation of this Agreement is binding unless it is agreed in writing and signed by You and Us.

31.3 If a court or tribunal says any provision of this Agreement has no effect or interprets a provision to reduce an obligation or right, this does not invalidate any other provision.

32. WAIVER

32.1 If either You or We do not exercise (or delay in exercising) any of Your or Our rights, that failure or delay does not operate as a waiver of those rights.

32.2 A single or partial exercise by You or Us of any of Your or Our rights does not prevent the further exercise of any right.

32.3 Waiver of any provision of, or right under, this Agreement:

- (a) must be in writing signed by the Party entitled to the benefit of that provision or right
- (b) is effective only to the extent set out in the written waiver.

32.4 In this clause 32, 'rights' means rights or remedies provided by this Agreement or at law.

33. ASSIGNMENT AND NOVATION

33.1 You must not assign Your rights under this Agreement without Our prior written approval.

33.2 You must not enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of this Agreement without first consulting Us.

34. INCORPORATION

34.1 You warrant that Your Constitution is not, and will not become, inconsistent with this Agreement.

- 34.2 You must provide a copy of Your Constitution to Us upon request.
- 34.3 You must obtain Our written approval to any amendments to Your Constitution which may affect Your eligibility for the Funding or Your capacity to comply with this Agreement. If You alter Your Constitution in breach of this subclause 34.3, We may terminate this Agreement in accordance with clause 23.

35. FUNDING PRECONDITION

- 35.1 You agree that it is a precondition of entitlement to the Funding that You must:
- (a) provide to Us satisfactory evidence that Your Entity is registered with a Commonwealth, State or Territory Regulatory Body or satisfactory evidence of Your correct statutory authority name.
 - (b) correctly use Your Entity's name on all documentation provided to Us
 - (c) have an Australian Business Number (ABN)
 - (d) immediately notify Us if You cease to hold an ABN
 - (e) correctly quote Your ABN on all documentation provided to Us
 - (f) supply proof of Your GST status, if requested by Us
 - (g) immediately notify Us of changes to Your GST status.

36. DISPUTE RESOLUTION

- 36.1 Subject to subclause 36.3, both You and We agree not to commence any legal proceedings in respect of any dispute arising under this Agreement, which cannot be resolved by informal discussion, until the procedure provided by this clause 36 has been utilised.
- 36.2 Both You and We agree that any dispute arising during the course of this Agreement will be dealt with as follows:
- (a) the Party claiming that there is a dispute will send the other a written notice setting out the nature of the dispute
 - (b) the Parties will try to resolve the dispute through direct negotiation by persons who they have given authority to resolve the dispute
 - (c) if the dispute is not resolved within 15 Business Days from the receipt of the notice (or such extended time as the parties may agree in writing before the expiration of the 15 Business Days), the Parties will agree to submit the dispute to mediation or some accredited alternative dispute resolution procedure
 - (d) legal proceedings may be commenced by either You or Us if:
 - i. the Parties do not resolve the dispute
 - ii. the Parties do not agree to submit the dispute to mediation or some alternative dispute resolution procedure, or
 - iii. the dispute is submitted to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 Business Days of the submission (or such extended time as the parties may agree in writing before the expiration of the 15 Business Days).

36.3 This clause 36 does not apply to the following circumstances:

- (a) either You or We commence legal proceedings for urgent interlocutory relief
- (b) action by Us under or purportedly under clauses 4, 8, 8A, 20, 22 or 23, or
- (c) an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the Law by You.

36.4 Despite the existence of a dispute, You must (unless requested in writing by Us not to do so) continue to perform Your obligations under this Agreement.

36.5 Each party will bear its own costs of complying with this clause 36, and the parties will bear equally the cost of any third person engaged under clause 36.2(c).

36.6 The provisions relating to clause 36 shall survive the termination or expiration of this Agreement.

37. RESERVED

38. APPLICABLE LAW AND JURISDICTION

38.1 The laws of the Australian Capital Territory apply to this Agreement.

38.2 Both You and We agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory in respect to any dispute under this Agreement.

39. LIAISON AND MONITORING

39.1 You must:

- (a) liaise with and provide information to Us as reasonably required by Us
- (b) comply with all Our reasonable requests, directions, or monitoring requirements.

39.2 You may nominate, from time to time, a person who has authority to receive and sign notices and written communications for You under this Agreement and accept any request or direction in relation to the Activity and the Project.

40. NOTICES

40.1 A Party giving notice or notifying under this Agreement must do so in writing or by Electronic Communication:

- (a) directed to the recipient's address, as varied by any notice
- (b) hand delivered or sent by pre-paid post or Electronic Communication to that address.

40.2 The Parties' address details are specified in item 14 of the Schedule.

40.3 A notice given in accordance with subclause 40.1 is taken to be received:

- (a) if hand delivered, on delivery
- (b) if sent by pre-paid post, 5 Business Days after the date of posting unless it has been received earlier
- (c) if sent by Electronic Communication, at the time that would be the time of receipt under the Electronic Transactions Act 1999 (Cth) if a notice was being given under a

Law of the Commonwealth, which is currently when the Electronic Communication enters the addressee's Information System.

41. COUNTERPARTS

41.1 This Agreement may be executed in counterparts. All executed counterparts constitute one document.


EXECUTION CLAUSES

Executed by the parties as evidence of their agreement.

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA
represented by and acting through the
**Department of Regional Australia, Local
Government, Arts and Sport**
ABN 37 862 725 624 by on the
14th day of December 2012.

Gordon McCormick

Print name of Signatory



sign here

Assistant Secretary

Position

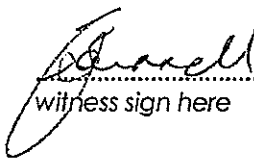
14/12/2012

insert date

in the presence of:

Sharon Burrell

print name of witness

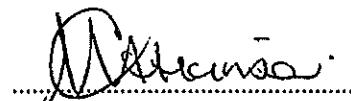


witness sign here

Executed on behalf of
Wakefield Regional Council
ABN 97 171 984 493
on the day of 2012.
This Signatory warrants that they have the
authority to bind **Wakefield Regional
Council**.

C. ATKINSON

Print name of Signatory



sign here

CEO

Position

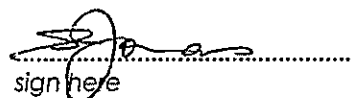
3.12.2012

insert date

Signed in the presence of:

Steve Jonas

Print name of Witness



sign here

Corporate Services

Position

Manager

SCHEDULE

1. PROJECT, PURPOSE & ACTIVITY (CLAUSES 1 AND 5)

Project

- 1.1 The Project to be undertaken by You is the Wakefield Regional Water Supply Upgrade consisting of the construction of a 43 kilometre mains water pipeline from the Upper Wakefield storage, west of Auburn through Balaklava and Bowmans to Port Wakefield, SA. The Project includes the Activity.
- 1.2 Project Completion Date: The Project Completion Date is **30 June 2014**.
- 1.3 Reserved
- 1.4 Purpose: The Purpose of the completed Project is to supply water to support increased residential development at Balaklava and Port Wakefield and meet the requirements of the expanding commercial developments (such as the chicken farm industry) throughout the Wakefield Region.

Activity

- 1.5 The Activity to be undertaken by You is the construction of a mains water pipeline downstream from Upper Wakefield storage to Port Wakefield. This includes:
 - 1.5.1 Construction of 43 kilometres of new trunk mains water pipeline (375mm), including all ancillary related infrastructure such as thrust blocks, valves and fire plugs;
 - 1.5.2 Installation of pressure reducing valve (PRV) stations at 3 township locations (Balaklava, Bowmans, Port Wakefield). PRVs will be connected to a telemetry system for remote monitoring of water pressure and quality; and
 - 1.5.3 Any other related infrastructure that might be required as a result of the detailed design.
- 1.6 As part of the Activity, You must achieve the Milestones specified in the table at Annexure A.
- 1.7 **Activity Completion Date:** The Activity Completion Date is **30 June 2014**.

Use of Assets and Real Property

- 1.8 **Post-Activity Period:** The Post-Activity Period commences on the business day after the end of the Activity Period and continues for a period of five years. All Assets as per item 5.3 of the Schedule and all Real Property as per item 5.A.1 of the Schedule are to be used in accordance with the Purpose described at item 1.4 of the Schedule for the full Post Activity Period.

2. FUNDING AND PAYMENT (CLAUSES 4 AND 5)

- 2.1 The Funding for the Activity is **\$10,039,000** (GST exclusive).
- 2.2 The Budget for the Activity, identifying the Funding and Other Contributions, is at Annexure B.
- 2.3 You must obtain written approval from Us for any transfer of Funds between Cost Items identified in the Budget, which exceed 10% of the Funding. The total amount of such transfers in any Financial Year must not exceed 20% of the Funding.
- 2.4 Subject to conditions at items 2.5, 2.6 and 2.7, the Funding will be paid in accordance with the table at Annexure A.
- 2.5 The first payment of Funding specified in the table at Annexure A will not be made until:

- (a) this Agreement has been executed by all Parties and
 - (b) We receive a properly rendered invoice or, if required by subclause 11.3, a tax invoice which meets the requirements of the Australian Taxation Office for the amount of the payment.
- 2.6 The second payment of Funding specified in the table at Annexure A will not be made until:
- (a) all Milestones specified in the table at Annexure A that relate to the second payment have been achieved to Our satisfaction
 - (b) all Reports identified in clause 10 and item 3 as being due on or before the due date for the second payment have been received and accepted by Us
 - (c) We receive a properly rendered invoice or, if required by subclause 11.3, a tax invoice which meets the requirements of the Australian Taxation Office for the amount of the payment and
 - (d) You have provided Us with evidence that all previously paid Funds have been expended or committed.
- 2.7 The third and each subsequent payment specified in the table at Annexure A will not be made until:
- (a) all Milestones specified in the table at Annexure A that relate to the relevant payment have been achieved to Our satisfaction
 - (b) all Reports identified in clause 10 and item 3 as being due on or before the due date for the relevant payment have been received and accepted by Us
 - (c) We receive a properly rendered invoice or, if required by subclause 11.3, a tax invoice which meets the requirements of the Australian Taxation Office for the amount of the payment and
 - (d) You have provided Us with evidence that all previously paid Funds have been expended or committed.
- 2.8 **Bank Account:** You must identify the receipt and expenditure of the Funds separately within Your accounting Records so that at all times the Funds are identifiable and ascertainable.

3. REPORTS (CLAUSE 10)

You must give Us the Progress Reports, the Activity Completion Report and the Project Completion Report by the times specified in the Table of Milestones, Reports and Payments relating to the Activity at Annexure A.

- 3.1 Each Progress Report must contain:
- (a) details of progress and performance against the Activity, and the Project (to the extent that it is directly related to the Activity) and evidence of completion of the Milestones that are due for completion (including but not limited to photographs to demonstrate completion of Milestones) during the period between Your previous Progress Report and the due date of this Progress Report (or in the case of the first Progress Report, the period between the Date of this Agreement and the due date of this Report)
 - (b) details of mitigating circumstances and remedial action undertaken in the event a Milestone is not met or completed in the manner and/or by the time specified
 - (c) copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Project
 - (d) evidence that you have obtained and or utilised in-kind Other Contributions specified in the Budget at Annexure B

REGIONAL DEVELOPMENT AUSTRALIA FUND

- (e) a statement of receipts (which separately identifies any interest earned on the Funds) and expenditure to date in respect of the Funding
- (f) a statement of receipts and expenditure to date in respect of Other Contributions (excluding in-kind) and
- (g) a copy of the Assets register described in item 5 of this Schedule and a copy of the Real Property register described in item 5A of this Schedule.

3.2 The Activity Completion Report must contain:

- (a) evidence that the Activity and the Milestones have been completed
- (b) an analysis of the planning, implementation and overall process You followed to deliver the Activity
- (c) any recommendations on improved practice, relevant to Your and Our practices, that may assist in the delivery of future projects
- (d) a copy of the current Assets register described in item 5 of this Schedule and a copy of the Real Property register described in item 5A of this Schedule
- (e) evidence that You obtained in-kind Other Contributions for the Activity specified in the Budget at Annexure B
- (f) an up to date Audited Financial Report in respect of the Activity and
- (g) copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Activity, not already included in the Progress Report/s.

3.3 The Project Completion Report must contain:

- (a) evidence that the Project has been completed
- (b) an analysis of the planning, implementation and overall process You followed to deliver the Project
- (c) any recommendations on improved practice, relevant to Your and Our practices, that may assist in the delivery of future projects
- (d) a copy of the Assets register described in item 5 of this Schedule and a copy of the Real Property register described in item 5A of this Schedule
- (e) copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Project, not already included in the Progress Report/s and
- (f) the Financial Audit Report.

3.4 In accordance with subclause 10.4, You must ensure that the audited statement contained in the Financial Audited Report complies with Accounting Standard ASA 700 *The Auditor's Report on a General Purpose Financial Report*.

3.5 During the progress of the Activity and the Project, in addition to those Reports identified in the table at Annexure A, You must promptly give Us any interim Reports We request, in the manner specified by Us.

3.6 During the Post-Activity Period, You must, if requested by Us to do so, promptly provide evidence satisfactory to Us that the Project is Operational.

3.7 Unless otherwise agreed by Us in writing, all Reports must be:

- (a) supplied in hard copy or electronic form
- (b) supplied in a format that is acceptable to Us and

- (c) signed by Your Chief Executive Officer, Chief Financial Officer or other person authorised by You to execute documents and legally bind You by their execution.

4 RESERVED

5 ASSETS (CLAUSE 8)

5.1 You must maintain a register of all Assets in accordance with item 5.2 below.

5.2 The Assets register must include the following items (where applicable):

- (a) Asset description
- (b) acquisition or creation price or total lease cost
- (c) date of acquisition, creation, upgrade or lease
- (d) type and term of lease
- (e) location of Asset
- (f) date of disposal approval obtained from Us
- (g) disposal date
- (h) disposal method
- (i) if the Asset was partly created, acquired or upgraded using the Funds, the proportion of the Asset created, acquired or upgraded with the Funds.

5.3 For the purposes of clause 8.1, You may create, acquire or upgrade following Assets: None

5A REAL PROPERTY (CLAUSE 8A)

5A.1 The Real Property includes **Wakefield Regional Water Supply Upgrade from Lot 750 Government Road, Auburn, SA, 5451 to Port Wakefield Highway, Port Wakefield, SA, 5550**. This Real Property is owned by a third party as the entire pipeline route is within existing road reserve and SA Water has statutory rights to construct in road reserve (and an obligation to reinstate).

5A.2 The Capital Works includes construction of 43 kilometres of new trunk main water pipeline including the installation of pressure reducing valves.

5A.3 The Works Locations include from **Lot 750 Government Road, Auburn, SA, 5451 to Port Wakefield Highway, Port Wakefield, SA, 5550, via Port Wakefield Road to Auburn Road, Balaklava, SA, 5461 and Balaklava Road, Bowmans, SA, 5550**.

5A.4 You must maintain a register of all Real Property that includes the following information:

- (a) Real Property description
- (b) acquisition, upgrade or creation price or total lease cost
- (c) date of acquisition, creation, upgrade or lease
- (d) if leased, type and term of lease
- (e) location of Real Property
- (f) date of Disposal
- (g) disposal method
- (h) if the Real Property was partly created, acquired or upgraded using the Funds, the proportion of that creation, acquisition or upgrade that was paid for with the Funds.

6 STATUTORY APPROVALS (CLAUSE 7)

6.1. For the purposes of clause 7.1, You must obtain statutory approvals for the Project.

7. COMMONWEALTH MATERIAL (CLAUSE 12)

7.1 In accordance with subclause 12.1, the following conditions and restrictions apply to Your use of the Commonwealth Material listed below:

Description of Commonwealth Material	Conditions or restrictions on Your use licence to use, copy and reproduce the Commonwealth Material only for the purposes of this Agreement
None specified	None specified

8. EXISTING MATERIAL (CLAUSE 13)

8.1 For the purpose of subclause 13.4, the following Existing Material is specified:

(a) No Existing Material specified.

9. DISCLOSURE OF INFORMATION (CLAUSE 15)

9.1 For the purposes of subclause 15.3, the following Commonwealth Material is Commonwealth Confidential Information and must not be disclosed by You:

(a) No confidential material specified.

10. INSURANCE (CLAUSE 18)

10.1 Workers' compensation insurance as required by Law.

10.2 Public liability insurance to the value of \$10 million per claim, or occurrence giving rise to a claim, in respect to activities undertaken under this Agreement, where occurrence means either a single occurrence or a series of occurrences if these are linked or occur in connection with one another from one original cause, as the case may be.

10.3 Insurance over any Asset or Real Property for its full replacement value.

10.4 Appropriate insurance for the building works which constitute the Project.

11. CONFLICT OF INTEREST (CLAUSE 19)

11.1 In accordance with subclause 19.2, during the Term of this Agreement, You must ensure that no conflict arises through Your involvement with the following parties or programs:

(a) No parties or programs have been identified.

12. SUBCONTRACTORS (CLAUSE 24)

12.1 Not Used.

13. COMPLIANCE WITH LAWS AND POLICIES (CLAUSE 26)

13.1 For the purposes of subclause 26.1, the following Laws are identified:

- *Crimes Act 1914;*
- *Criminal Code Act 1995;*
- *Disability Discrimination Act 1992;*

REGIONAL DEVELOPMENT AUSTRALIA FUND

- *Equal Opportunity for Women in the Workplace Act 1999;*
- *Fair Work Act 2009;*
- *Racial Discrimination Act 1984;*
- *Sex Discrimination Act 1984; Work Health and Safety Act 2011.*

13.2 For the purposes of clause 26.2, the following policies are identified:

- None

14. NOTICES (CLAUSE 40)

14.1 A Party giving notice or notifying under this Agreement must do so in the manner identified at clause 40, to the following addresses:

(a) Our contact details:

Name: Assistant Secretary, Regional Development Programs Branch
Address: Department of Regional Australia, Local Government, Arts and Sport
GPO Box 803
CANBERRA ACT 2601
Telephone: 02 6210 6430
Email: RDAF@regional.gov.au

(b) Your contact details:

Name: Cate Atkinson
Position: Chief Executive Officer
Address: Wakefield Regional Council
PO Box 167
BALAKLAVA SA 5461
Telephone: 08 8862 0800
E-mail: catkinson@wakefieldrc.sa.gov.au

ANNEXURE A
Table of Milestones, Reports and Funding payments relating to the Activity

Number	Milestone(s) covered by the Report	Milestone Completion Date	Payment amount (GST Exclusive)	Report Coverage	Due Date for Report/Information	Due Date for Funding Payment
1	Evidence acceptable to Us that all requirements under item 2.5 of the Schedule have been met.	On execution of the Funding Agreement	\$501,950	Nil	N/A	December 2012
2	Evidence acceptable to Us that all requirements under item 2.6 of the Schedule and item 3.1 of the Schedule have been met and the following have been achieved: <ul style="list-style-type: none"> • the Project has obtained State Government full financial approval; • the contract for construction has been let in line with appropriate procurement policy; and • the procurement of major infrastructure (pipes and ancillary items as listed in item 1.5.1 of the Schedule) has occurred. 	30 May 2013	\$2,593,575	Progress Report 1	27 June 2013	12 July 2013
3	Evidence acceptable to Us that all requirements under item 2.7 of the Schedule and item 3.1 of the Schedule have been met and the following have been achieved: <ul style="list-style-type: none"> • the Project is at least 40 per cent or more completed in line with the accepted project schedule and certified by the Project Manager, Quantity Surveyor, or similar. 	31 October 2013	\$3,346,000	Progress Report 2	29 November 2013	13 December 2013

REGIONAL DEVELOPMENT AUSTRALIA FUND

4	<p>Evidence acceptable to Us that all requirements under item 2.7 of the Schedule and item 3.1 of the Schedule have been met and the following have been achieved:</p> <ul style="list-style-type: none"> the Project is at least 75 per cent or more completed in line with the accepted project schedule and certified by the Project Manager, Quantity Surveyor, or similar. 	30 April 2014	\$2,593,575	Progress Report 3	30 May 2014	13 June 2014
5	<p>Evidence acceptable to Us that all requirements under item 2.7 of the Schedule have been met and the following activities has been achieved:</p> <ul style="list-style-type: none"> the Activity, at Item 1.5 of the Schedule, is complete; all requirements under Item 3.3 of the Schedule have been met; the Project, at Item 1.1 of the Schedule, is complete; evidence that a Certificate of Practical Completion has been obtained that verifies that the project has been completed to the appropriate standards; and the project is fully operational and is supplying water to the Wakefield region. 	30 June 2014	\$1,003,900	Project Completion Report	29 September 2014	13 October 2014

ANNEXURE B

BUDGET FOR THE EXPENDITURE OF RDAF FUNDING		
Cost item	Description	Amount (GST exclusive)
Construction/fit-out	Supply and laying of pipes, including contractor overheads, project management, PCI insurance and construction levies.	\$9,780,000
Construction/fit-out	Installation of pressure reducing valves	\$140,000
Other Costs	Commissioning/testing, disinfection of pipeline, drawings and other documentation	\$119,000
RDAF Funding		\$10,039,000

OTHER CONTRIBUTIONS (FINANCIAL)			
Name of Contributor	Cost Item	Description of item	Amount (GST exclusive)
South Australian Water Corporation	Construction/fit-out	Supply and laying of pipes, including contractor overheads, project management, PCI insurance and construction levies.	\$12,526,000
*South Australian Water Corporation	Construction/fit-out	Cost of upsizing to larger diameter (375mm) pipe (supplied and laid) to meet additional requirements for mining customer	\$7,261,000
South Australian Water Corporation	Construction/fit-out	Installation of pressure reducing valves	\$280,000
South Australian Water Corporation	Other Costs	Commissioning/testing, disinfection of pipeline, drawings and other documentation	\$239,000
Other Contributions (Financial)			\$20,306,000

*SA Water has contracted with Rex Minerals to collect a capital contribution of \$7.261 million to meet the cost of upsizing the main. Other customers of the scheme will pay a contribution to connect to the scheme when they apply to connect.

OTHER CONTRIBUTIONS (IN-KIND)	
Description of Other Contribution (In-kind)	Name of Contributor
Not applicable	Not applicable

ANNEXURE C

OUTPUTS AND PERFORMANCE MEASURES	
Key Outputs	Performance Measure
Construction and operational use of the Wakefield Regional Water Supply Upgrade from the Upper Wakefield storage, west of Auburn through Balaklava and Bowmans to Port Wakefield, SA	Completion and operational use of the Activity in accordance with the terms specified in this Funding Agreement.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 74

Topic: Affordable Housing in Clare

Asked By: Senator EDWARDS

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 2

With regard to Written Question on Notice 17 (Supplementary Budget Estimates, October 2012):

1. Has the funding agreement with Unity Housing Pty Ltd been finalised?
2. If yes, is it publicly available? Can you provide a copy?
3. If not, why not
4. Is there a funding agreement with the SA Government? Has it been finalised?
5. If yes, can we have a copy?
6. How much is the South Australian Government currently committed to contributing?
7. How much has the South Australian Government spent to date on this project?
8. Can the Department provide the comments provided by the South Australian Government on the eligible applications for this project?
9. What weighting/importance were the South Australian Government's comments given in choosing the successful application?
10. Was Unity Housing Pty Ltd the South Australian Government's preferred applicant?

Answer:

1. The Funding Agreement between the Department of Regional Australia, Local Government, Arts and Sport (the Department) and Unity Housing was signed on 8 January 2013.
2. Unity Housing has not agreed for the executed Funding Agreement to be tabled as they are currently in negotiations with a number of suppliers for the project and do not wish the Funding Agreement to be publically available until negotiations are finalised.
3. Refer to question 2.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

4. Unity Housing has advised the Department that it is currently finalising negotiations for a Deed of Agreement with the South Australian Government.
5. Refer to question 4.
6. The South Australian Government contribution to the project is land to the value of \$1,874,300.
7. Refer to question 6.
8. The Department is unable to provide the comments from the South Australian Government as the Department would need to seek agreement from the South Australian Government to provide the comments.
9. All comments received from state government are in important consideration of the Panel in their deliberations.
10. All State and Territory Governments were asked to provide comments on projects in their jurisdiction. State and Territory Governments were not asked to prioritise projects.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 75

Topic: RDAF funding from Mineral Resources Rent Tax

Asked By: Senator EDWARDS

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

I refer the Minister/Department to a letter to the editor the Minister for Regional Australia, Simon Crean wrote to a number of regional including the Plains Producer on 31 October 2012. In the letter he states that rounds 3 and 4 of Regional Development Australia Funding will make available another \$225 million in funding from the Minerals Resource Rent Tax.

1. In light of recent information that the MRRT has only raised \$126 million where has the shortfall come from to make up for this deficit?
2. Has all of the money raised from the MRRT gone to Regional Development Australia Funding?
3. Where has this money come from to fund rounds 3 and 4?
4. As a result of the reduced revenue from the MRRT have any programs, projects or promises made under the RDAF been changed, abandoned or deferred?

Answer:

Funding for the Regional Development Australia Fund is set out in the Forward Estimates.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 76

Topic: Community Infrastructure Grants - Complete list of projects

Asked By: Senator JOYCE

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

I refer to Page 43 of the Department's Annual Report for 2011-12 which talks about the Community Infrastructure Grants Program.

- a. Can you please provide a complete list of the 87 projects which were approved under this program? Specifically, the project name, location, electorate and amount of funding.
- b. How many of these 87 projects remain unapproved? Please provide details on these projects.
- c. Is there a date by which these unapproved projects must be completed?
- d. What will happen if these projects are not approved by this date? Could the money allocated for these projects be reallocated?

Answer:

- a – b. See answer to question 68.
- c. All projects, with the exception of CIG 085, have until 30 June 2014 to complete. CIG 085 has until 30 June 2016 to complete.
- d. All projects are expected to be approved and completed by the dates above. If projects not approved within the timeframes noted above the funding is returned to consolidated revenue as the appropriation has ended.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 76

Topic: Community Infrastructure Grants - Complete list of projects

Asked By: Senator JOYCE

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

I refer to Page 43 of the Department's Annual Report for 2011-12 which talks about the Community Infrastructure Grants Program.

- a. Can you please provide a complete list of the 87 projects which were approved under this program? Specifically, the project name, location, electorate and amount of funding.
- b. How many of these 87 projects remain unapproved? Please provide details on these projects.
- c. Is there a date by which these unapproved projects must be completed?
- d. What will happen if these projects are not approved by this date? Could the money allocated for these projects be reallocated?

Answer:

- a – b. See answer to question 68.
- c. All projects, with the exception of CIG 085, have until 30 June 2014 to complete. CIG 085 has until 30 June 2016 to complete.
- d. All projects are expected to be approved and completed by the dates above. If projects not approved within the timeframes noted above the funding is returned to consolidated revenue as the appropriation has ended.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 77

Topic: Future Rounds of the Regional Development Australia Fund

Asked By: Senator JOYCE

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

1. Will there be any further rounds after Rounds 3 and 4 have been completed? If so, when are these likely to occur?
2. How much money under the Regional Development Australia Fund remains to be allocated?

Answer:

1. The former Minister for Regional Australia, Regional Development and Local Government stated that details of Round Five of the Regional Development Australia Fund will be announced (media statement, 23 October 2012).
2. Four rounds of the Regional Development Australia Fund have been announced, with a total value of \$575 million. \$400 million is still to be announced.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 77

Topic: Future Rounds of the Regional Development Australia Fund

Asked By: Senator JOYCE

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

1. Will there be any further rounds after Rounds 3 and 4 have been completed? If so, when are these likely to occur?
2. How much money under the Regional Development Australia Fund remains to be allocated?

Answer:

1. The former Minister for Regional Australia, Regional Development and Local Government stated that details of Round Five of the Regional Development Australia Fund will be announced (media statement, 23 October 2012).
2. Four rounds of the Regional Development Australia Fund have been announced, with a total value of \$575 million. \$400 million is still to be announced.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 78

Topic: Regional Structural Adjustment Assistance Package

Asked By: Senator JOYCE

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

1. What involvement does the Department have with the Regional Structural Adjustment Assistance Package?
2. Has any of the \$200 million set aside for this package been allocated or spent? If so, please identify to whom this money has been allocated and for how much?
3. Who is eligible for this funding?
4. What is the process for applying for funding under this package?
5. Has anyone applied to date? If so, how many have been successful as opposed to applications that have been rejected?
6. Who is responsible for assessing these applications and who decides on the outcome of these applications?

Answer:

Refer answer to Question 69.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 78

Topic: Regional Structural Adjustment Assistance Package

Asked By: Senator JOYCE

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

1. What involvement does the Department have with the Regional Structural Adjustment Assistance Package?
2. Has any of the \$200 million set aside for this package been allocated or spent? If so, please identify to whom this money has been allocated and for how much?
3. Who is eligible for this funding?
4. What is the process for applying for funding under this package?
5. Has anyone applied to date? If so, how many have been successful as opposed to applications that have been rejected?
6. Who is responsible for assessing these applications and who decides on the outcome of these applications?

Answer:

Refer answer to Question 69.

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 80

Topic: Regional Development Australia Fund Expression of Interest Details

Asked By: Senator SMITH

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 2

Can the Department please provide the following details for Rounds 1, 2, 3 and 4 of the Regional Development Australia Fund (RDAF):

1. The name, contact address/details and a brief summary of every expression of interest/applications for projects associated with RDA Goldfields, RDA Great Southern and RDA Wheatbelt.

Answer:

The Department has a confidential relationship with each proponent, and some details in the Expressions of Interest and applications for the Regional Development Australia Fund fall within the auspices of that confidential relationship.

There was no Expression of Interest process for Round One. A brief summary of the projects funded in Round One, by nominated RDA committee is in Table 1.

Information on Rounds 3 and 4 can be found on the Department's website www.regional.gov.au.

TABLE 1: ROUND ONE

RDA Committee	Proponent Name	Project Title	Project Description
RDA Great Southern	Shire of Katanning	Relocation of Existing and Construction of New Regional Sheep Saleyards	The project will relocate and construct a new state-of-the-art sheep saleyards in Katanning to support improved compliance with OH&S regulations, environmental legislation and animal welfare regulations. Total Project Cost: \$25,470,000 RDAF Grant: \$7,420,000

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

TABLE 2: ROUND TWO

RDA Committee	Proponent Name	Project Title	Outcome of EOI and application
RDA Goldfields Esperance	City of Kalgoorlie-Boulder	Ray Finlayson Sporting Complex – Elements 3 and 4	Proceed to Full Application
	Shire of Coolgardie	Coolgardie Post Office Complex Conservation Works	Proceed to Full Application
	Shire of Esperance	Esperance Foreshore Protection & Enhancement Project	Proceed to Full Application
RDA Great Southern	City Albany	Enhanced Village Green Community Facilities – Centennial Oval	Proceed to Full Application
	Shire of Katanning	Upper Great Southern Regional Entertainment Centre	Proceed to Full Application
	Shire of Plantagenet	Sounness Park Community Recreation Development	Proceed to Full Application
	Baptist Churches of WA	Mount Barker Community Resource Centre	Not selected to proceed to full application
	Shire of Denmark	Denmark Hospital Adaptive Reuse	Not selected to proceed to full application
RDA Wheatbelt	Shire of Dowerin	Wheatbelt Heritage Rail Project	Proceed to Full Application
	Shire of Wagin	Wagin Integrated Food/Fibre Processing Hub	Proceed to Full Application
	Shire of Williams	Lakes & 4WD Well-Aged Persons Housing Strategy	Proceed to Full Application
	Dowerin Events Management	Wheatbelt Driver Training and Motorsports Complex	Not selected to proceed to full application
	Dryandra Hostel	Facility Expansion	Not selected to proceed to full application
	Mt Bakewell Equine Centre	New Multi-Purpose Community Building	Not selected to proceed to full application
	Shire of Beverley	Avondale Farm Revitalisation	Not selected to proceed to full application
	Shire of Gingin	Lancelin Community Centre	Not selected to proceed to full application
	Shire of Goomalling	Accommodating Employment and Leisure in the Central Wheatbelt	Not selected to proceed to full application
	Shire of Kellerberrin	Kellerberrin Regional Recreation & Leisure Facility – Stage 2	Not selected to proceed to full application

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 81

Topic: RDAF EOIs progressing to application

Asked By: Senator SMITH

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

1. For Round 2, the name of the three projects identified as priority projects to proceed to full application by RDA Goldfields, RDA Great Southern and RDA Wheatbelt?
2. For Round 3, the name of the five projects identified as priority projects to proceed to full application by RDA Goldfields, RDA Great Southern and RDA Wheatbelt?
3. For Round 4, the name of the three projects identified as priority projects to proceed to full application by RDA Goldfields, RDA Great Southern and RDA Wheatbelt?

In relation to the answers to the above, can the Department please provide copies of the following:

- a. the evidence/justification provided by the relevant RDA for each of the projects chosen to proceed to full application; and
- b. the evidence/justification provided by the relevant RDA for applications not proceeding to full application.

Answer:

Details of projects selected to proceed to full application in Round Two of the Regional Development Australia Fund is provided in the Department's response to Q80.

Information on Rounds 3 and 4 can be found on the Department's website www.regional.gov.au.

The rationale for decisions taken by Regional Development Australia committees is not publicly available. Regional Development Australia committees were required to provide the feedback to each proponent on their Expression of Interest (where the offer of feedback was accepted by the proponent).

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 82

Topic: RDAF EOIs and applications from various WA RDA Committees

Asked By: Senator SMITH

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 5

Can the Department please provide the following details for Rounds 1, 2, 3 and 4 of the Regional Development Australia Fund (RDAF):

1. The name, contact address/details and a brief summary of every expression of interest/application for projects associated with RDA Kimberly, RDA Mid West Gascoyne; RDA Peel, RDA Perth; RDA Pilbara and RDA South West.

Answer:

- The Department has a confidential relationship with each proponent, and some details in the Expressions of Interest and applications for the Regional Development Australia Fund fall within the auspices of that confidential relationship.
- There was no Expression of Interest process for Round One. A brief summary of the projects funded in Round One, by nominated RDA committees is in Table 1, and available from the Department's website.
- Information on Rounds 3 and 4 can be found on the Department's website www.regional.gov.au.

TABLE 1: ROUND ONE

RDA Committee	Proponent Name	Project Title	Project Description
RDA Kimberley	Kimberley Land Council Aboriginal Corporation	Kimberley Land Council Office Project	The project will construct a purpose built facility for the Kimberley Land Council, to house all employees in the one location and allow the council's work to expand. The project will also provide opportunities to indigenous communities for training in the construction industry and creation of employment. Total project cost: \$14,592,500 RDAF Grant: \$4,900,000

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

RDA Perth	City of Rockingham	Baldivis Library and Community Centre	<p>The project will construct a library and community centre within the Baldivis Town Centre. The centre will provide amenities to support the local community, including a contemporary library encompassing literature, multimedia collections, e-services, e-training areas, early childhood and youth activity areas, study and outdoor reading spaces, staff amenities, storage and customer service.</p> <p>Total project cost: \$11,650,000</p> <p>RDAF Grant: \$5,575,000</p>
RDA Pilbara	Shire of Roebourne	Karratha Leisure Complex	<p>The new Karratha Leisure Complex (KLC) will be a multi-purpose sporting, aquatic and recreation facility that will also provide critical emergency evacuation and welfare facilities for the region. The facility will improve community access to sporting facilities.</p> <p>Total project cost: \$63,750,000</p> <p>RDAF Grant: \$15,000,000</p>

TABLE 2: ROUND TWO

RDA Committee	Proponent Name	Project Title	Outcome of EOI and application
RDA Kimberley	Kimberley Group Training Inc	Kimberley Group Training Regional Skills Training Centre	Proceed to Full Application
	Shire of Derby West Kimberley	Curtin Civilian Aerodrome Airside and Landside Upgrade and Expansion	Proceed to Full Application
	St John Ambulance Australia (Western Australia)	Regional Head Office, Training and Broome Ambulance Centre	Proceed to Full Application Funded
	Boab Health Services	Mobile Multi-Disciplinary Health Care Units	Not selected to proceed to full application
	Broome Volunteer Sea Rescue Group (Inc)	Marine Rescue Services	Not selected to proceed to full application
	Halls Creek Peoples Church Incorporated	Extend the Capacity of the Halls Creek Peoples Church Inc Frail Aged Care Hostel	Not selected to proceed to full application

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

	Lombadina Aboriginal Corporation	Lombadina Eco Village	Not selected to proceed to full application
	Magabala Books Aboriginal Corporation	Development of a Cultural Gateway to Broome and the Kimberley	Not selected to proceed to full application
	Ngnowar Aerwah Aboriginal Corporation	NAAC Staff Housing	Not selected to proceed to full application
	Shire of Broome	Broome CBD Electrical Distribution Asset Replacement Program	Not selected to proceed to full application
	Waringarri Media Aboriginal Corporation	Radio Station Building Project	Not selected to proceed to full application
	Warlayirti Artists Aboriginal Corporation	Warlayirti Artists New Media and Music Program	Not selected to proceed to full application
	Wunan Foundation	Wunan Centre Extension	Not selected to proceed to full application
RDA Mid West Gascoyne	City of Greater Geraldton	West End Recreation and Entertainment Precinct Revitalisation	Proceed to Full Application Funded
	Shire of Carnarvon	Stage 2 Carnarvon Flood Mitigation Works	Proceed to Full Application Funded
	Shire of Morawa	North Midlands Solar Thermal Power Station	Proceed to Full Application
	Champion Lakes Christian Church	Blencowe Road	Not selected to proceed to full application
	Northampton Shire Council	Tourism Infrastructure Project – Kalbarri National Park – Murchison Gorge Access Road and Infrastructure	Not selected to proceed to full application
	Shire of Perenjori	Perenjori Solar Park	Not selected to proceed to full application
	Shire of Upper Gascoyne	Gascoyne River Low Level Crossing	Not selected to proceed to full application
	Shire of Yalgoo	Yalgoo Community Hub	Not selected to proceed to full application
	Trustees of the Christian Brothers – QLD	Geraldton Flexible Learning Centre	Not selected to proceed to full application
RDA Peel	City of Mandurah	Mandurah Aquatic and Recreation Centre Redevelopment	Proceed to Full Application
	People Who Care Inc	Mandurah Community Hub	Proceed to Full Application
	South West Aboriginal Land & Sea Council	Bindjareb Cultural and Resource Centre	Application Withdrawn

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

	Shire of Murray	Construct a Multipurpose District Clubhouse	Not selected to proceed to full application
RDA Perth	Bright Water Care Group Inc	Oats Street Redevelopment Project	Proceed to Full Application
	City of Perth	St George's Cathedral Heritage Precinct – Public Library and Public Plaza Project	Proceed to Full Application
	FORM Contemporary Craft and Design Inc	The Foundry Digital Media Hub	Proceed to Full Application
	City of Belmont	Enhancing the Environment, Sustainability of the Swan and Canning River Systems	Not selected to proceed to full application
	City of Fremantle	Kings Square Project	Not selected to proceed to full application
	City of Gosnells	Construction of New Bridge and Road Duplication of Burslem Drive	Not selected to proceed to full application
	City of Rockingham	Secret Harbour Surf Life Saving Club Redevelopment	Not selected to proceed to full application
	City of South Perth	South Perth River Foreshore Community Enhancement Project	Not selected to proceed to full application
	City of Stirling	Scarborough Environs Area Strategy	Not selected to proceed to full application
	City of Swan	North East Sports & Exhibition Centre	Not selected to proceed to full application
	City of Wanneroo	Yanchep Active Open Space Development	Not selected to proceed to full application
	Football West	WA Home of Football	Not selected to proceed to full application
	National Trust of Australia (WA)	Luisini Winery Redevelopment Project	Not selected to proceed to full application
	Shire of Kalamunda	Woodlupine Community Library & Digital Hub	Not selected to proceed to full application
Town of Kwinana	Wandi Community Centre	Not selected to proceed to full application	
RDA Pilbara	Gumala Aboriginal Corporation	Tom Price Elderly Accommodation Complex project	Proceed to Full Application
	Pindan College	Pindan Training Centre	Proceed to Full Application
	Town of Port Hedland	Wallwork Road Bridge	Proceed to Full Application
	Pilbara Meta Maya Regional Aboriginal Corporation	Pilbara Meta Maya Regional Aboriginal Corporation's New	Not selected to proceed to full application

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

		Office Building	
	Shire of East Pilbara	General Practitioner, Medical and Health Housing – Newman (Stage 1) and Town of Port Hedland (Stage 2)	Not selected to proceed to full application
RDA South West	Bunbury-Harvey Regional Council	Bunbury Wellington Organics Recovery Facility	Proceed to Full Application
	Shire of Augusta-Margaret River	Surfers Point Precinct Redevelopment Project	Proceed to Full Application Funded
	Shire of Busselton	Busselton Foreshore Redevelopment	Proceed to Full Application
	City of Bunbury	Bunbury Waste Water Recycling Project	Not selected to proceed to full application
	Shire of Collie/Motoring South West	Collie Motorplex – Drag Racing Facility	Not selected to proceed to full application
	Shire of Dardanup	Collie River Bridge	Not selected to proceed to full application

Senate Rural and Regional Affairs and Transport Legislation Committee

ANSWERS TO QUESTIONS ON NOTICE

Department of Regional Australia, Local Government, Arts and Sport

Additional Estimates 12 February 2013

Question: 83

Topic: WA RDAF EOIs progressing to application

Asked By: Senator SMITH

Type of Question: Written

Date set by the committee for the return of answer: 5 April 2013

Number of pages: 1

Can the Department please provide the following details for Rounds 2, 3 and 4 of the Regional Development Australia Fund:

1. For Round 2, the name of the three projects identified as priority projects to proceed to full application by RDA Kimberly, RDA Mid West Gascoyne; RDA Peel, RDA Perth; RDA Pilbara and RDA South West?
2. For Round 3, the name of the five projects identified as priority projects to proceed to full application by RDA Kimberly, RDA Mid West Gascoyne; RDA Peel, RDA Perth; RDA Pilbara and RDA South West?
3. For Round 4, the name of the three projects identified as priority projects to proceed to full application by RDA Kimberly, RDA Mid West Gascoyne; RDA Peel, RDA Perth; RDA Pilbara and RDA South West?

In relation to the answers to the above, can the Department please provide copies of the following:

- a. the evidence/justification provided by the relevant RDA for each of the projects proceeding to full application; and
- b. the evidence/justification provided by the relevant RDA for applications not proceeding to full application.

Answer:

Details of projects selected to proceed to full application in Rounds Two is provided in the Department's response to Q82. Information on Rounds 3 and 4 can be found on the Department's website www.regional.gov.au.

The rationale for decisions taken by Regional Development Australia committees is not publicly available. Regional Development Australia committees were required to provide feedback to each proponent on their Expression of Interest (where the offer of feedback was accepted by the proponent).