



# Head Funding Agreement

Between

**The State of Queensland**

**(State)**

and

**[Insert Council]**

**(Recipient)**

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# Head Agreement Details

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<b>Date</b>	[Insert]	
<b>Parties</b>	<b>State and Recipient</b>	
<b>State</b>	Name and ABN	State of Queensland represented by the Administration Agency
	Address	[Insert]
	Postal Address	[Insert]
	Phone	[Insert]
	Email	[Insert]
	Attention (Name)	[Insert]
	Attention (Role)	[Insert]
<b>Recipient</b>	Name and ABN	[Insert]
	Address	[Insert]
	Postal Address	[Insert]
	Phone	[Insert]
	Email	[Insert]
	Attention (Name)	[Insert]
	Attention (Role)	[Insert]
<b>Recipient Bank Account Details</b>	Account Name	[Insert]
	BSB	[Insert]
	Account Number	[Insert]
	Branch	
	Email (remittance)	[Insert]

<b>Recitals</b>	<p>A The State funds and administers Grant Programs.</p> <p>B The Recipient may be eligible for funding under one or more Grant Programs.</p> <p>C This Head Agreement sets out the terms and conditions under which the State will enter into project specific arrangements (by execution of a Project Funding Schedule to form a Project Funding Agreement) to provide funding for specific projects (<b>Project Funding</b>) to the Recipient, if the Recipient is successful in an application for funding under a Grant Program.</p>	
<b>Special Conditions</b>	[Insert]	
<p>By signing below, the parties are entering into an agreement that consists of this cover page and the attached schedules.</p>		
<b>Signed</b> for and on behalf of the <b>State of Queensland</b> by a duly authorised officer in the presence of	<b>Signed</b> for and on behalf of the <b>Recipient</b> by a duly authorised officer in the presence of	
Signature of witness	Signature of witness	
Name of witness	Name of witness	
Signature of Authorised Person	Signature of Authorised Person	
Name of Authorised Person	Name of Authorised Person	
Date	Date	

## Schedule 1 - General Terms and Conditions

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### 1. Head Agreement Term

This Head Agreement commences on the Head Agreement Commencement Date and continues until it is terminated under this Head Agreement.

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## 2. Head Agreement and Project Funding Agreement Structure

### 2.1 Purpose of Head Agreement

This Head Agreement:

- (a) governs the relationship between the State and the Recipient in relation to all Funding that may be provided to the Recipient;
- (b) provides the general terms for the provision of Funding to Recipients; and
- (c) sets out the framework under which the State and the Recipient will enter into Project Funding Agreements for the provision of Funding for each Project (**Project Funding**).

### 2.2 Composition of Head Agreement

- (a) This Head Agreement comprises:
  - (i) the Head Agreement Details (including the Special Conditions (if any));
  - (ii) this Schedule 1 - General Terms and Conditions; and
  - (iii) Annexure A - Template Project Funding Schedule.
- (b) To the extent of any inconsistency between the above documents, the document higher in the list will prevail over the documents lower in the list to the extent of the inconsistency.

### 2.3 Formation of Project Funding Agreements

- (a) If the Recipient:
  - (i) is successful in its application for Funding;
  - (ii) has made a submission for Funding and is assessed as being entitled to Funding; or
  - (iii) is otherwise allocated Funding by the State,for a Project, for each Project:
  - (iv) the State will prepare a Project Funding Schedule in respect of the Funding for the Project;
  - (v) the State and the Recipient will execute the Project Funding Schedule; and
  - (vi) upon execution of the Project Funding Schedule by the last Party to sign, the State and the Recipient will be deemed to have entered into a separate binding Project Funding Agreement in respect of the Project.

- (b) The Project Funding Agreement will comprise:
  - (i) the relevant Project Funding Schedule (including the Special Conditions); and
  - (ii) clauses 3 to 20 of this Head Agreement.
- (c) If there is any inconsistency between the terms of the relevant Project Funding Schedule (including any Special Conditions) and this Head Agreement, the terms of the relevant Project Funding Schedule will prevail.

## **2.4 Funding not guaranteed**

The Recipient acknowledges that:

- (a) this Head Agreement provides a framework for the formation of Project Funding Agreements; and
- (b) the Recipient's entry into this Head Agreement does not entitle the Recipient to receive any Funding or offers of Funding.

## **2.5 Acknowledgment of Policy Agency and Administration Agency**

The Recipient acknowledges and agrees that, unless otherwise notified by the Policy Agency:

- (a) the Policy Agency has appointed the Administration Agency as its agent to administer the Project Funding Agreement;
- (b) the Administration Agency will hold the Project Funding on trust for the Policy Agency;
- (c) the Administration Agency, as agent for the Policy Agency, is responsible for the payment of the Project Funding to the Recipient; and
- (d) any act or omission by the Administration Agency to the Recipient is in the Administration Agency's capacity as the Policy Agency's agent.

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## **3. Delivery of the Project**

### **3.1 Recipient obligation to deliver the Project**

The Recipient must deliver each Project:

- (a) in accordance with:
  - (i) the relevant Project Funding Agreement; and
  - (ii) if applicable, the relevant Approved Project Plan;
- (b) if applicable, by the Milestone Dates for each Milestone; and
- (c) by the Project Completion Date.

### **3.2 Recipient's Contribution**

If item 8 of the Project Funding Schedule specifies a Recipient's Contribution for the Project, the Recipient must provide the Recipient's Contribution.

### 3.3 Third Party Contribution

- (a) If item 9 of the Project Funding Schedule specifies a Third Party Contribution for the Project, the Recipient must:
- (i) obtain the Third Party Contribution from the Third Party Contributor and apply the Third Party Contribution only for the purposes of the Project;
  - (ii) if the Recipient is unable to obtain the Third Party Contribution from the Third Party Contributor:
    - A. secure an amount equal to the Third Party Contribution from another third party; or
    - B. contribute an amount equal to the Third Party Contribution as a Recipient's Contribution,and apply that amount only for the purposes of the Project.
- (b) If, at any time, the Recipient receives:
- (i) amounts from a Third Party Contributor in excess of the Third Party Contribution specified for that Third Party Contributor; or
  - (ii) contributions for the purposes of the Project from a third party other than Third Party Contributor,
- that, in aggregate with the Third Party Contributions received, exceed the aggregate of the Third Party Contributions specified in the Project Funding Schedule, the Recipient must immediately notify the State of the amount of the excess contributions received (**Excess Third Party Contribution Notice**).
- (c) Upon receipt of an Excess Third Party Contribution Notice, the State may, in its absolute discretion, reduce the amount of the Project Funding by an amount up to the value of the excess contributions, as specified in the Excess Third Party Contribution Notice.

### 3.4 Approved Project Plan

If required in the Program Guidelines or otherwise under the relevant Project Funding Schedule, the Recipient must:

- (a) prepare and submit a plan for the conduct of the Project to the State for the State's approval, in accordance with the requirements specified in the Program Guidelines or item 12 of the relevant Project Funding Schedule;
- (b) monitor and evaluate the progress, including against the Approved Project Plan (if any);
- (c) advise and seek the State's approval of any changes to the Approved Project Plan (if any); and
- (d) advise the State of any adverse event which may impact on progress against the Approved Project Plan as soon as it occurs and, in any event, not later than ten (10) Business Days of the occurrence of the event.

### 3.5 Project Management

- (a) This clause 3.5 applies for a Project if item 25 of the Project Funding Schedule for the Project states that it applies.



- (b) For the Project, the Recipient must:
- (i) engage or nominate from within the Recipient's organisation a suitably qualified project manager with the relevant skills and experience to undertake the Project and notify the State of the engaged or nominated person (**Appointed Project Manager**); and
  - (ii) advise the State of any adverse event which may impact on progress against the scope of the activities required to deliver the Project as soon as it occurs and, in any event, not later than ten (10) Business Days of the occurrence of the event.
- (c) If, at any time during the Project Funding Agreement Term, the State forms an opinion that the Appointed Project Manager has failed or is failing to adequately discharge the duties of Appointed Project Manager, the State may:
- (i) request a meeting with the Recipient (and the Appointed Project Manager) to discuss the Appointed Project Manager's performance; and
  - (ii) notify the Recipient of requirements for improvement in the performance of the Appointed Project Manager (**Improvement Notice**).
- (d) If the Appointed Project Manager does not, in the State's reasonable opinion, implement the requirements for improvement specified in the Improvement Notice within a reasonable period (which may be specified in the Improvement Notice), the State may direct the Recipient to engage or nominate another person as the Appointed Project Manager. The Recipient must comply with a direction to replace the Appointed Project Manager.
- (e) The Recipient will allow the State and its agents:
- (i) access to the sites in which the Project is being conducted prior to, during and/or after completion of the Project; and
  - (ii) access to the Appointed Project Manager on three (3) Business Days' notice, and will render all reasonable and necessary assistance to enable those persons to:
    - A. undertake project monitoring; and
    - B. oversee the progress of the Project and development on a regular basis.
- (f) The Recipient agrees that:
- (i) the Recipient is fully responsible for all aspects of the planning, design, construction, completion and operation of the Project; and
  - (ii) no comment on or approval or rejection of any documents, reports or plans by the State under or in connection with the Project Funding Agreement shall affect such responsibility of the Recipient or give rise to any obligation or liability on the part of the State.

### 3.6 Construction and Contracting

- (a) This clause 3.6 applies for a Project if item 26 of the Project Funding Schedule for the Project states that it applies.
- (b) The Recipient is responsible for obtaining all Approvals required for the conduct of the Project.

- (c) The Recipient must not commence the physical construction or any portion or stage of a Project until all Approvals required for such commencement or the relevant portion or stage have been obtained, unless otherwise approved in writing by the State.
- (d) For each Project, the Recipient must commence the physical construction by the dates specified in the relevant Approved Project Plan unless otherwise approved in writing by the State.
- (e) The Recipient acknowledges and agrees that the Project Funding for a Project may be withdrawn if the Recipient has not commenced or is not otherwise meeting the timeframes for the Project set out in the Approved Project Plan.
- (f) The Recipient may engage a contractor to undertake all or any part of the Project in accordance with clause 3.6(g).
- (g) The Recipient must ensure that any contractor engaged by it to undertake all or part of a Project:
  - (i) has the necessary licences, qualifications, skills and experience to undertake the contracted work in a professional and competent manner;
  - (ii) undertakes the contracted work in a professional and competent manner and is obliged to comply with all applicable laws;
  - (iii) holds and maintains appropriate levels of professional indemnity, workers compensation and public liability insurance;
  - (iv) keeps and maintains full and accurate records and accounts of the conduct of the Project as that required of the Recipient under the relevant Project Funding Agreement and grants access to the State to those records and accounts as stipulated under the Project Funding Agreement;
  - (v) complies with all the applicable terms of the Project Funding Agreement with respect to the construction and delivery of the Project under the Approved Project Plan as if the contractor was a party to the Project Funding Agreement;
  - (vi) does not sub-contract the contracted work without first obtaining a written consent from the Recipient; and
  - (vii) is responsible for all acts and omissions of any sub-contractor engaged by the contractor in performing such sub-contracted work.
- (h) The Recipient will not be relieved of any of its obligations under the Project Funding Agreement by reason of having engaged a contractor.
- (i) The Recipient must provide copies of the contractor's insurances, stipulated in item 27 of the Project Funding Schedule for a Project, to the State at any time when requested by the State.
- (j) The Recipient must ensure that it obtains certificates of renewal from the contractor for the insurances detailed in item 27 of the Project Funding Schedule for a Project and must provide copies of those renewals to the State at any time when requested by the State.

### **3.7 Notification and Disclosure to the State**

The Recipient must promptly notify the State of any matters the Recipient reasonably considers may affect the Recipient's ability to:

- (a) deliver a Project in accordance with the Milestones and by the Project Completion Date;
- (b) carry out a Project generally, and in accordance with the Approved Project Plan (if any); or
- (c) otherwise comply with the terms and obligations of the relevant Project Funding Agreement and the Program Guidelines.

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## **4. Project Funding**

### **4.1 Payment of the Project Funding**

- (a) For each Project, subject to:
  - (i) the terms of the relevant Project Funding Agreement;
  - (ii) the Recipient not being in breach of the relevant Project Funding Agreement; and
  - (iii) the Recipient's satisfaction of the Milestone Requirements for the relevant Milestone under the relevant Project Funding Agreement,

the State will pay the Recipient the Milestone Amount in respect of the Milestone within a reasonable period of the later of:

  - (iv) the Milestone Date; and
  - (v) the date the Recipient:
    - A. satisfies the Milestone Requirements for the relevant Milestone; and
    - B. submits a Payment Claim.
- (b) The State may satisfy a Payment Claim made under clause 4.1(a)(v)B by making a cash payment through an RCTI into the Recipient's Bank Account.

### **4.2 Amount of Project Funding**

- (a) Despite any other provisions of this Head Agreement or the Project Funding Agreement, the Project Funding is the full amount of the State's commitment to the Recipient under the Project Funding Agreement.
- (b) The Recipient acknowledges and accepts that, for the Project:
  - (i) it will not be entitled to any amount in excess of the Project Funding from the State;
  - (ii) it will be solely responsible for all costs, expenses and other liabilities in connection with the Project; and
  - (iii) the State makes no representations about future funding and there is no obligation on the State to provide future funding to the Recipient in respect of any matter, including the Project.
- (c) For each Project Funding Agreement, the Recipient warrants that it has sufficient funds to complete the Project if the amount of the Project Funding is insufficient to deliver the Project.

### **4.3 Use of the Project Funding**

For each Project Funding Agreement, the Recipient must use the Project Funding solely for Eligible Project Costs.

### **4.4 Suspension of Funding**

- (a) The State may suspend payment of any Milestone Amount at any time if:
  - (i) the Recipient fails to comply with a Project Funding Agreement, including failure to meet any Milestone Requirements; or
  - (ii) the State forms the reasonable belief that:
    - A. based on the Recipient's expenditure on the Project to date, the Recipient is unlikely to be able to complete the Project for the Estimated Total Project Cost; or
    - B. the Recipient is unlikely to be able to complete the Project by the Project Completion Date.
- (b) This clause 4.4 does not prejudice the State's rights under a Project Funding Agreement or at law (including the right to terminate under clause 14).

### **4.5 Repayment**

- (a) For each Project, if:
  - (i) at the Project Funding Agreement End Date or earlier termination of the Project Funding Agreement any part of the Project Funding remains unspent; or
  - (ii) at any time the State, acting reasonably:
    - A. determines that it has paid the Recipient an amount that exceeds the Project Funding; or
    - B. forms the opinion or otherwise becomes aware that the Recipient has used, spent or committed the Project Funding otherwise than in accordance with the Project Funding Agreement,

the Recipient must, subject to clause 4.5(b), repay the Project Funding (or a part of the Project Funding, as applicable) to the State, within twenty-one (21) days of notice in writing from the State. The Recipient agrees that if it does not repay the Project Funding in accordance with this clause 4.5, then the Project Funding will be a debt immediately due and payable to the State.
- (b) As an alternative to issuing a notice requiring repayment under clause 4.5(a), the State may in its absolute discretion, by notice to the Recipient, reduce the amount of any Project Funding payable under any Project Funding Agreement formed under this Head Agreement, up to the relevant amount.

### **4.6 Allocation of cost savings**

- (a) This clause 4.6 applies if:
  - (i) there is a Recipient Contribution or Third Party Contributions;

- (ii) at the Project Funding Agreement End Date or earlier termination of the Project Funding Agreement, the actual cost of the Project is less than the Actual Total Project Cost; and
  - (iii) the amount of the Project Funding that has been spent by the Recipient is greater than the proportion of the Recipient's Contribution and Third Party Contributions (as applicable).
- (b) Unless otherwise agreed with the State, the Recipient must repay to the State an amount of the Project Funding calculated in accordance with the following formula:

*HC x Savings*

Where

**HC** is the percentage amount by which the Project Funding spent by the Recipient exceeds the proportion of the Recipient's Contribution and Third Party Contributions; and

**Savings** is the actual cost of the Project incurred by the Recipient less the Actual Total Project Cost.

## 5. Assets

- (a) Unless:
- (i) expressly permitted by the relevant Program Guidelines for a Project; or
  - (ii) an Asset is identified as a "Permitted Asset" in item 22 of the Project Funding Schedule for a Project,
- the Recipient must not use the Project Funding to purchase Assets.
- (b) If the use of Project Funding to purchase Assets is permitted in accordance with clause 5(a), the Recipient must be the legal and beneficial owner of any Asset purchased either wholly or in part with use of the Project Funding.
- (c) The Recipient must:
- (i) only use the Asset for purposes directly related to carrying out the Project;
  - (ii) not sell or otherwise dispose of, encumber, use as a security, or otherwise deal with the Asset without the State's prior written consent;
  - (iii) hold the Asset securely and put in place reasonable safeguards against loss, damage or unauthorised use;
  - (iv) maintain at its expense:
    - A. the Asset in good working order; and
    - B. registration and licensing of the Asset, if applicable; and
  - (v) be fully responsible for, and bear all risks relating to, the purchase, use or disposal of the Asset.
- (d) If the Recipient disposes of an Asset during the Project Funding Agreement Term, the State may, in its discretion, reduce the Project Funding by the value of the disposed Asset.

- (e) If any Asset is lost, damaged or destroyed during the Project Funding Agreement Term, the Recipient will promptly reinstate the Asset (including from the proceeds of insurance, if any), and clauses 5(b) to (e) will continue to apply to the reinstated Asset.

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## **6. Reporting**

- (a) The Recipient must, for each Project Funding Agreement:
  - (i) prepare and submit the Reports to the State in accordance with the timeframes specified in item 19 of the Project Funding Schedule; and
  - (ii) promptly provide such further information in respect of the Project as is reasonably requested by the State from time to time.
- (b) The Recipient must, within a reasonable period from a request by the State, for the purposes of this Head Agreement, prepare and submit a Report to the State that contains, at a minimum:
  - (i) an overview of the status of all Projects that have not yet reached their Project Funding Agreement End Date; and
  - (ii) an overview of all submissions or applications made or proposed to be made to the State in respect of a Grant Program.

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## **7. Intellectual Property**

### **7.1 Ownership of Intellectual Property**

The State and the Recipient acknowledge that any Project Intellectual Property will vest in the Recipient upon its creation.

### **7.2 Grant of licence to the State**

- (a) The Recipient grants to the State a non-exclusive, irrevocable, perpetual and royalty-free licence to use, adapt for its own use, modify, develop and distribute any Project Intellectual Property or Background Intellectual Property for the purpose of:
  - (i) administering this Head Agreement and any Project Funding Agreements;
  - (ii) discharging the Policy Agency's portfolio responsibilities;
  - (iii) public and financial accountability; and
  - (iv) for any other non-commercial use that is consistent with the State's policy objectives in connection with a Grant Program.
- (b) If the Project Intellectual Property or Background Intellectual Property contains or makes use of material which is subject to pre-existing Intellectual Property of a third party, the Recipient must procure the relevant third party to grant to the State a licence on the same terms, and for the same purpose, as set out in clause 7.2(a)

### **7.3 Obligations of Recipient to obtain consent**

Prior to an individual commencing work on a Project the Recipient must obtain from that individual, in writing, and provide to the State upon request, a consent to any act or omission (including the specific acts or omissions as may be necessary) by the Recipient or the State which would otherwise infringe the Moral Rights of that individual.

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## 8. Data Sharing

- (a) The State may at any time during a Project Funding Agreement Term, request that the Recipient provide Data (**Data Request**).
- (b) The Recipient must, within a reasonable period of receipt of a Data Request, provide the requested Data to the State.
- (c) The State may:
  - (i) during the Project Funding Agreement Term; and
  - (ii) subject to obtaining the consent of the Recipient (which consent the Recipient must not unreasonably withhold), at any time after the Project Funding Agreement Term,use and disclose any Data provided by the Recipient for the Permitted Data Use.
- (d) Nothing in this clause 8 limits or affects the State's licence granted under clause 7.

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## 9. Confidentiality

### 9.1 Confidential Information

- (a) In this clause, **Confidential Information** means any and all information of or provided by one party (**Discloser**) to the other party (**Receiving party**) that:
  - (i) by its nature is confidential and includes the Project Funding Schedules, and any information or document relating to the Project Funding Agreement;
  - (ii) is designated by the Discloser as confidential; or
  - (iii) the Receiving party knows or ought to know is confidential;
- (b) but does not include information:
  - (i) which at the time of first disclosure to the Receiving party is in the public domain;
  - (ii) which after disclosure to the Receiving party comes into the public domain otherwise than by disclosure in breach of the terms of this clause;
  - (iii) which the Receiving party can prove was in its possession at the time of first disclosure to it by the Discloser and was not acquired directly or indirectly from the Discloser; or
  - (iv) which the Receiving party received from a third party, provided that as far as the Receiving party is aware (without the need for enquiry) it was not received directly or indirectly from the Discloser in breach of an obligation of confidence owed by the third party to any other person.

### 9.2 Receiving party not to disclose Confidential Information

The Receiving party undertakes to the Discloser that it will not disclose the Confidential Information received by it or suffer or permit it to be disclosed to any person or corporation whatsoever (except if the Receiving party is or becomes required to do so by statute, rule

(including the rules of any stock exchange), regulation, judicial process or the like) unless such disclosure:

- (a) is made with the written consent of the Discloser; or
- (b) is made in accordance with clause 9.3.

### **9.3 Exception for disclosure**

Nothing in this clause 9 will prevent a party disclosing the Confidential Information received by it to:

- (a) its officers, agents, professional advisers and contractors on a need to know basis for the purposes of performing the relevant Project Funding Schedule;
- (b) a Government Authority or the Representatives or advisers of a Government Body provided that before any disclosure of, or grant of access to, any Confidential Information, the relevant individuals are informed of the obligations of confidentiality contained in this Agreement; or
- (c) a Government Body in circumstances where such disclosure is required to be made in accordance with established governmental policies, procedures or protocols or where disclosure is required for public accountability purposes providing that such disclosure is only to the extent required in the relevant circumstances.

### **9.4 Notification of disclosure by law**

If a Receiving party is or becomes required by statute, rule, regulation, judicial process or the like to disclose any of the Confidential Information received by it, that Receiving party must if practicable, prior to any disclosure but in any event promptly following any disclosure, notify the Discloser.

### **9.5 Survival**

The obligations of the Receiving party under this clause will survive the expiry of this Head Agreement.

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## **10. Acknowledgement of assistance**

- (a) Subject to clause 10(b), the Recipient must comply with:
  - (i) all requirements for acknowledgement of Funding under the relevant Program Guidelines for a Project; and
  - (ii) any specific acknowledgement requirements set out in item 21 of the relevant Project Funding Schedule.
- (b) Before the Recipient makes any public statement or media release about a Project, the Recipient must, unless otherwise stated in the relevant Program Guidelines or acknowledgement requirements set out in item 21 of the relevant Project Funding Schedule:
  - (i) before the proposed publication or release, provide to the State a copy of the proposed statement or publication; and
  - (ii) comply with all requests, amendments or conditions that the State may reasonably require by written notice to the Recipient.
- (c) The Recipient must, as far as practicable:



- (i) notify the State of any media opportunities in connection with a Project;
- (ii) facilitate any reasonable request from the State for a Minister of the State to attend a media event in connection with a Project; and
- (iii) facilitate any inspection of and access to the site of a Project reasonably requested by the State.

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## **11. Privacy and Disclosure of Personal Information**

- (a) If either Party has access to or is responsible for holding Personal Information in order to fulfil its obligations under this Head Agreement or a Project Funding Agreement, the Party must comply, and must ensure that its employees, volunteers, agents and subcontractors are aware of and comply, with the obligations and requirements under the Information Privacy Act.
- (b) Any Personal Information exchanged between the parties will be dealt with in accordance with the public sector privacy regime applicable under any relevant State Government policy, legislation or subordinate law.

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## **12. Records and Audit**

- (a) All financial transactions incurred in the conduct of each Project must be separately identifiable in the Recipient's books of account. All such documentation, including tax invoices, cheques issued and relevant bank statements must be retained by the Recipient for a period of seven (7) years after the relevant Project Funding Agreement End Date and, during this period, be made available to the State in accordance with clause 12(b).
- (b) The State or its nominated agents may, on giving three (3) Business Days written notice to the Recipient:
  - (i) access the premises of the Recipient;
  - (ii) inspect and copy any documentation and records, however stored, in the custody or control of the Recipient related to the Project;
  - (iii) require the Recipient or its employees to provide full and accurate answers to any questions concerning records or information related to the Project; and
  - (iv) undertake an audit to ensure the Recipient has sound planning, governance and management practices to manage the Project and successfully meet its obligations under this Head Agreement and the Project Funding Agreement.

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## **13. GST**

### **13.1 Interpretation**

- (a) Words in this clause 13 that are not otherwise defined in this Head Agreement have the same meaning as in the GST Act unless the context makes it clear that a different meaning is intended.
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause.

- (c) A reference to GST payable by a party includes any GST payable by the representative member of any GST group of which that party (or the entity on whose behalf that party is acting) is a member.
- (d) A reference to input tax credits includes input tax credits to which an entity is notionally entitled in accordance with Division 177 of the GST Act and a reference to input tax credits to which an entity is entitled includes any input tax credits to which the representative member of any GST group to which that entity may belong is entitled.

## **13.2 GST exclusive**

Unless otherwise stated, the Project Funding specified in this Head Agreement and the Project Funding Agreements does not include any amount for GST.

## **13.3 Payment of GST**

If provision of the Project Funding is consideration for a taxable supply by the Recipient under the GST Act, the State will pay to the Recipient an amount equal to the GST payable on that taxable supply (**GST Amount**) in addition to the Project Funding, subject to the Recipient first submitting to the State a valid tax invoice in respect of the supply.

## **13.4 Adjustment and reimbursement**

- (a) If, for any reason, including:
  - (i) any amendment to the GST Act;
  - (ii) the issue of a ruling or advice by the Commissioner of Taxation;
  - (iii) a refund to the State or to the Recipient in respect of a supply made under this Head Agreement or a Project Funding Agreement; or
  - (iv) a decision of any tribunal or court,

the GST Amount paid by the State under clause 13.3 for a supply differs from the amount of GST paid or payable by the Recipient to the Commissioner of Taxation on that supply, then the Recipient must issue an appropriate GST adjustment note and any difference must be paid by or to the State as the case may be.

- (b) If a Party is entitled to be reimbursed or indemnified under this Head Agreement or a Project Funding Agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the Party is entitled to an input tax credit (or would have been entitled to an input tax credit if that Party had done all things necessary to obtain an input tax credit).

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# **14. Termination of Head Agreement**

## **14.1 Head Agreement termination**

The State may, at any time and in its absolute discretion without any implied duty or terms, by written notice to the Recipient terminate this Head Agreement without giving a reason.

## **14.2 Consequences of Head Agreement termination**

If the State terminates this Head Agreement under clause 14.1:

- (a) it will not affect any Claim either Party may have against the other by reason of any antecedent breach of this Head Agreement and will not relieve either Party of any

obligation under this Head Agreement which is expressed to continue after termination in clause 19.9;

- (b) no new Project Funding Agreements may be formed under this Head Agreement after termination or expiry of this Head Agreement; and
- (c) termination of this Head Agreement will not affect any Project Funding Agreement.

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## **15. Termination of Project Funding Agreements**

### **15.1 Project Funding Agreement termination for default**

The State may immediately terminate a Project Funding Agreement by notice in writing to the Recipient (**Project Funding Agreement Termination Notice**) if:

- (a) the Recipient is in breach of the relevant Project Funding Agreement and:
  - (i) the breach is not, in the State's reasonable opinion, capable of being remedied; or
  - (ii) the breach is capable of being remedied and the Recipient fails to remedy the breach within ten (10) Business Days after a notice to remedy from the State specifying the breach;
- (b) the State is entitled to terminate any other Project Funding Agreement under this clause 15.1; or
- (c) any information the Recipient gives the State is false or misleading in any material respect.

### **15.2 Consequences of Project Funding Agreement termination for default**

If the State terminates a Project Funding Agreement under clause 15.1:

- (a) it will not affect any Claim either Party may have against the other by reason of any antecedent breach of the relevant Project Funding Agreement and will not relieve either Party of any obligation under the Project Funding Agreement which is expressed to continue after termination in clause 19.9;
- (b) the State may, in the Project Funding Agreement Termination Notice or in a further notice given at any time, require the Recipient to repay the whole or any part of the Project Funding provided to the Recipient under this Agreement, by the time stated in the Project Funding Agreement Termination Notice or the further notice. The Recipient agrees that such sum will be a debt due and recoverable by the State; and
- (c) the State is not obliged to provide any Project Funding to the Recipient under the relevant Project Funding Agreement.

### **15.3 Termination by State for convenience**

- (a) The State may in its absolute discretion at any time for any reason (including for its convenience where there is no breach by the Recipient) terminate a Project Funding Agreement by notice in writing to the Recipient.
- (b) Termination under paragraph (a) will take effect from the date specified in the termination notice (not being less than six months after the date of the termination notice unless the Recipient agrees otherwise) (the **Effective Date**).
- (c) If a Project Funding Agreement is terminated under this clause 15.3:

- (i) the Recipient must mitigate its costs resulting from the termination;
  - (ii) the State will only be liable to pay to the Recipient:
    - A. any Project Funding due and not yet made to the Recipient as at the date of termination; and
    - B. provided that the Recipient has taken all reasonable steps to mitigate its costs, the Recipient's reasonable, unavoidable and substantiated costs (up to a maximum amount equal to the Outstanding Amount) of:
      - 1) arranging funding for an amount not exceeding the Outstanding Amount (the **Funded Amount**); and
      - 2) the interest incurred on the Funded Amount (except to the extent the interest incurred exceeds reasonable market rates) for the period commencing no earlier than the date from which the Outstanding Amount (or relevant part) would have been payable under the Project Funding Agreement and ending on the earliest to occur of:
        - a) the Recipient ceasing to undertake or operate the Project; and
        - b) the date the Funded Amount is repaid;
  - (iii) the Recipient will have no other Claim; and
  - (iv) any Claim either Party may have against the other by reason of any prior breach of the Project Funding Agreement or this Head Agreement will not be affected and such termination will not relieve either Party of any obligation under this Agreement which is expressed in clause 19.9 to continue after termination.
- (d) Any notice by the State purporting to terminate a Project Funding Agreement pursuant to any other provision of the Project Funding Agreement, or under the general law, will be taken to be a notice terminating the Project Funding Agreement under this clause to the extent that the State is not entitled to terminate this Agreement pursuant to that other provision or the general law.
- (e) In this clause, **Outstanding Amount** means the amount that is equal to the Project Funding less:
- (i) any amounts already paid or due and payable to the Recipient under or in connection with the Project Funding Agreement; and
  - (ii) each part of any Project Funding to which the Recipient is not entitled in accordance with the terms of the Project Funding Agreement, including by way of clauses 4.4 and 4.5.

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## 16. Dispute Resolution

- (a) Both Parties agree that any Dispute will be dealt with as follows:
  - (i) firstly, the Party claiming that there is a Dispute will serve notice to the other Party setting out the nature of the dispute;
  - (ii) secondly, the Parties will try to resolve the dispute by direct negotiation;

- (iii) thirdly, the Parties have ten (10) Business Days from the service of the notice (or such extended time as the Parties may agree in writing before the expiration of the ten (10) Business Days) to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure with the costs and expenses of any mediation or alternative dispute resolution procedure being borne equally between the Parties; and
- (iv) lastly, if:
  - A. there is no resolution or agreement; or
  - B. there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within ten (10) Business Days after completion of the mediation or other alternative dispute resolution procedures, or such extended time as the Parties may agree in writing before the expiration of the ten (10) Business Days,

then any Party may commence legal proceedings.

- (b) Each Party shall, as far as reasonably possible, continue to perform its obligations under this Head Agreement and each Project Funding Agreement notwithstanding the existence of any Dispute or any proceeding under this clause 16.

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## 17. Liability, Release and indemnity

### 17.1 Liability, Release and indemnity

- (a) To the full extent permitted by law, the Recipient releases and indemnifies the State, and each of its Representatives (**Indemnified**), from and against all Claims (including any cost of settlement) of any nature incurred or suffered by the Indemnified which may be brought or made by any person directly or indirectly arising from, out of or in connection with:
  - (i) the Project;
  - (ii) any breach of this Head Agreement by the Recipient;
  - (iii) any breach of a Project Funding Agreement by the Recipient;
  - (iv) any act or omission of the Recipient or their Representatives;
  - (v) the Recipient's performance of this Head Agreement, a Project Funding Agreement or any other agreement relating to a Project; or
  - (vi) any infringement (or alleged infringement) of Intellectual Property rights by the Recipient in the course of, or incidental to, performing a Project,except to the extent that any breach, fault, negligent or unlawful act or omission by the Indemnified directly caused or contributed to the Claim.
- (b) The liability of the State under or in connection to this Head Agreement and any Project Funding Agreement (howsoever arising) is limited in aggregate to the amount of the Project Funding provided under the relevant Project Funding Agreement.

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## 18. Insurance

The Recipient must:

- (a) throughout the Head Agreement Term, effect and maintain the insurance policies required by any laws;
- (b) if requested by the State, provide to the State, within twenty (20) Business Days of the Head Agreement Commencement Date copies of the insurance policies required by clause 18(a) and 3.6(g)(iii) and evidence that the policies are current; and
- (c) if requested by the State, provide to the State a copy of the certificates of currency for the renewal of the insurance policies referred to in clause 18(a) and 3.6(g)(iii) (as applicable) within twenty (20) Business Days of the renewal date of the relevant policy.

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## **19. Miscellaneous**

### **19.1 Dealings by the Recipient**

The Recipient may not assign, novate, subcontract or otherwise deal with its rights and obligations under:

- (a) this Head Agreement; or
- (b) any Project Funding Agreement,

or allow any interest in them to arise or be varied in each case, without the prior written consent of the State.

### **19.2 Variation**

This Head Agreement and each Project Funding Agreement may only be varied by a document signed by or on behalf of each Party.

### **19.3 Entire Agreement**

- (a) This Head Agreement constitutes the entire agreement of the Parties about the subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- (b) Each Project Funding Agreement constitutes the entire agreement of the Parties relating to the relevant Project, and supersedes all previous agreements, understandings and negotiations on that subject matter.

### **19.4 Severability**

If the whole or any part of a provision of:

- (a) this Head Agreement; or
- (b) any Project Funding Agreement,

is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Head Agreement or the Project Funding Agreement (as applicable) has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Head Agreement or a Project Funding Agreement or is contrary to public policy.

### **19.5 Waiver**

- (a) A waiver by a Party of any rights arising from a breach or non-observance by the other Party of a term of this Head Agreement or a Project Funding Agreement will

not be taken to be a waiver in respect of any other breach or non-observance of the same or any other term.

- (b) The failure by either Party to enforce a term of this Head Agreement or a Project Funding Agreement will not be interpreted as a waiver of that term.

## **19.6 Unexpected Event**

No Party is liable for any failure to perform or delay in performing its obligations under this Head Agreement or a Project Funding Agreement if that failure or delay is due to an Unexpected Event. If that failure or delay exceeds sixty (60) days, either Party may terminate the Project Funding Agreement with immediate effect by giving notice to the other Party.

## **19.7 Compliance with Laws**

The Recipient in carrying out a Project must comply with the provisions of any relevant statutes, regulations, by-laws and requirements of any applicable Commonwealth, State, or local authority.

## **19.8 Governing Law**

This Head Agreement and each Project Funding Agreement shall be governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of Queensland and any courts that may hear appeals from these courts.

## **19.9 Surviving obligations**

The obligations contained in the following clauses are continuing obligations and will survive after this Head Agreement ends:

- (a) Clause 4.5 (Repayment);
- (b) Clause 5 (Assets);
- (c) Clause 6 (Reporting)
- (d) Clause 7 (Intellectual Property);
- (e) Clause 8(c) (Data Sharing);
- (f) Clause 9 (Confidentiality);
- (g) Clause 11 (Privacy and Disclosure of Personal Information);
- (h) Clause 12 (Records and Audit);
- (i) Clause 13 (GST);
- (j) Clause 14.2 (Consequences of Head Agreement termination);
- (k) Clause 15.2 (Consequences of Project Funding Agreement termination for default) and 15.3 (Termination by State for convenience);
- (l) Clause 16 (Dispute Resolution);
- (m) Clause 17 (Liability, Release and indemnity);
- (n) Clause 18 (Insurance);
- (o) Clause 19.9 (Surviving obligations); and

- (p) any other clause of this Head Agreement expressly stated to survive termination.

## 19.10 Notices

- (a) Subject to clause 19.10(b), and unless expressly stated otherwise in this Head Agreement, all notices in connection with this Head Agreement must be in writing, signed by the sender (if an individual) or a delegated officer of the sender and marked for the attention of the person identified in the Head Agreement Details or, if the Recipient has notified otherwise, then marked for attention in the way last notified.
- (b) If a notice is in connection with a Project Funding Agreement, the notice must be marked for the attention of the person identified as:
  - (i) for notices addressed to the State, the State Contact; and
  - (ii) for notices addressed to the Recipient, the Recipient Contact,as specified in the Project Funding Schedule.
- (c) Notices will be deemed to have been given:
  - (i) if hand delivered, upon delivery;
  - (ii) if sent by prepaid postage, within five (5) Business Days after posting; or
  - (iii) if sent by email, one (1) Business Day after sending, unless an undeliverable report is received, at which time the notice shall be resent.

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## 20. Interpretation and Definitions

### 20.1 Definitions

**Actual Total Project Cost** means, in respect of a Project, the actual aggregate of:

- (a) the Recipient's Contribution, including, for the avoidance of doubt, the costs of the Project that are not Eligible Project Costs;
- (b) the Project Funding; and
- (c) as relevant, any Third Party Contributions.

**Administration Agency** means, for each Project Funding Agreement, the agency specified in item 4 of the Project Funding Schedule, which may include the Queensland Reconstruction Authority.

**Appointed Project Manager** means, for a Project, the person engaged or nominated by the Recipient and notified to the State in accordance with clause 3.5(b)(i) or 3.5(d) of the Head Agreement (as applicable) for the Project.

**Approval** means any licence, permit, consent, approval, determination, certificate or other requirement:

- (a) of any Authority having any jurisdiction in connection with the Project; or
- (b) under any other applicable Statutory Requirement.

**Approved Project Plan** means, for each Project, the plan specified in item 12 of the Project Funding Schedule (if any), as amended by the Recipient and approved by the State in accordance with the relevant Program Guidelines or clause 3.4 from time to time.



**Asset** means any item of real or personal property that is either:

- (a) leased or purchased (in whole or in part) using the Project Funding; or
- (b) transferred to the Recipient for the purpose of delivering the Project.

**Authority** means any government or any governmental or semi-governmental authority, local government, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality.

**Background Intellectual Property** means Intellectual Property owned or controlled by the Recipient, developed prior to or independently of a Project, which the State determines, in its sole discretion, is required:

- (a) for the exercise of the Project Intellectual Property; or
- (b) for the use of the Data provided by the Recipient to the State, including under clause 8.

**Bank Account**, for a Project Funding Agreement, means:

- (a) if a bank account is specified in item 20 of the relevant Project Funding Schedule, that bank account; and
- (b) if no bank account is specified in item 20 of the relevant Project Funding Schedule, the bank account specified in the Head Agreement Details.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

**Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand for any cost, loss, injury, damage or expense of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, direct or consequential, whether at law, in equity, under statute or otherwise.

**Commonwealth** means the Commonwealth of Australia.

**Data** means, in respect of a Project Funding Agreement, any data or information of the Recipient specified in item 23 of the relevant Project Funding Schedule, other than data or information of the Recipient that is:

- (a) subject to legal professional privilege; or
- (b) data or information that the Recipient is restricted from disclosing to the State by any Statutory Requirements.

**Department** means the Department of Local Government, Racing and Multicultural Affairs.

**Dispute** means any dispute, controversy, difference or Claim between the Parties as to:

- (a) the construction of this Head Agreement or a Project Funding Agreement;
- (b) the rights or obligations of a Party under this Head Agreement or a Project Funding Agreement; or
- (c) any other matter arising out of or relating to this Head Agreement or a Project Funding Agreement including any question regarding the existence, validity or termination of this Head Agreement or a Project Funding Agreement,

other than one entitling a Party to claim for urgent interim or interlocutory relief.

**Eligible Project Costs** has the meaning given in item 18 of the Project Funding Schedule.

**Estimated Total Project Cost** means, in respect of a Project, the estimated aggregate of:

- (a) the Recipient's Contribution, including, for the avoidance of doubt, the costs of the Project that are not Eligible Project Costs;
- (b) the Project Funding; and
- (c) as relevant, any Third Party Contributions.

**Funding** means:

- (a) generally, funding that may be available to the Recipient under a Grant Program; or
- (b) other funding that the State has allocated or has made available for the purpose of a Project.

**Government Body** means:

- (a) the State of Queensland or the Commonwealth of Australia;
- (b) a Minister, the Parliament of Queensland, the Parliament of the Commonwealth of Australia or a committee of the Parliament of Queensland;
- (c) a department, service, agency, authority, commission, corporation, instrumentality, board, office or other entity established for a State Government or Commonwealth government purpose; or
- (d) a part of an entity mentioned in paragraph (c).

**Grant Program** means a program administered by the State for the provision of funding to a local government or local governments.

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

**Head Agreement** means this agreement entered into between the State and the Recipient.

**Head Agreement Commencement Date** means the date the last Party signs this Head Agreement.

**Head Agreement Details** means the details set out in the table at the beginning of this Head Agreement.

**Head Agreement Term** has the meaning given in clause 1 of this Head Agreement.

**Intellectual Property** includes all copyright (including any future copyright), Moral Rights, 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.

**Milestone** means, for a Project, the milestones set out in item 16 of the relevant Project Funding Schedule.

**Milestone Amount** means, for a Project, the amount of the Project Funding payable for each Milestone, as set out in item 16 of the relevant Project Funding Schedule.

**Milestone Dates** means, for a Project, the dates for achievement of the Milestones, as set out in item 16 of the relevant Project Funding Schedule.

**Milestone Requirements** means, for a Project, the requirements for completion of a Milestone, as set out in item 16 of the relevant Project Funding Schedule.

**Moral Rights** has the meaning given to that term in the *Copyright Act 1968 (Cth)*.

**Party** means the State or the Recipient.

**Payment Claim** means a claim for payment of a Milestone Amount that complies with the payment claim requirements specified in item 17 of the relevant Project Funding Schedule.

**Permitted Data Use** means, for a Project Funding Agreement, the use described in item 24 of the relevant Project Funding Schedule.

**Personal Information** has the meaning given in the *Information Privacy Act 2009 (Qld)*.

**Policy Agency** means, for each Project Funding Agreement, the agency specified in item 5 of the Project Funding Schedule.

**Program Guidelines** means the guidelines applicable to the Grant Program, as specified in item 11 of the Project Funding Schedule, as amended from time to time.

**Project** means:

- (a) generally, the project or group of projects to be conducted by a Recipient using the Project Funding, under a Grant Program, as described in item 6 of the Project Funding Schedule; or
- (b) if the project is not to be funded under a Grant Program, a project to be conducted by a Recipient using the Project Funding, as described in item 6 of the Project Funding Schedule.

**Project Completion Date** means, for each Project, the date specified as the Project Completion Date in item 15 of the relevant Project Funding Schedule.

**Project Funding** means the funds to be provided by the State to the Recipient in the amount set out in item 7 of the Project Funding Schedule, to be paid in the Milestone Amounts.

**Project Funding Agreement** means, for each Project, the agreement formed in accordance with clause 2.3 of this Head Agreement.

**Project Funding Agreement Commencement Date** means the date the Project Funding Schedule is signed by the last Party to do so.

**Project Funding Agreement End Date** means the project funding agreement end date specified in item 15 of the Project Funding Schedule.

**Project Funding Agreement Term** means the period between the Project Funding Agreement Commencement Date and the Project Funding Agreement End Date (inclusive), unless terminated earlier.

**Project Funding Schedule** means, for each Project Funding Agreement, the schedule prepared by the State and executed by the Parties in accordance with clause 2.3(a) of this Head Agreement.

**Project Intellectual Property** means Intellectual Property:

- (a) created during the course of a Project with the support of the Project Funding; or
- (b) created during the term of this Head Agreement for the purposes of, or in accordance with the requirements under, this Head Agreement.

**Proposed Project** means a project conducted by the Recipient that the Recipient considers comprises activities that are eligible for Funding.

**RCTI** means Recipient Created Tax Invoice.

**Recipient's Contribution** means, for a Project:

- (a) the amount specified in item 8 of the Project Funding Schedule;
- (b) any amount contributed in lieu of a Third Party Contribution in accordance with clause 3.3(a)(ii)B; and
- (c) any additional amount required to complete the Project, as described in clause 4.2.

**Reports** means the reports specified in item 19 of the Project Funding Schedule.

**Representative** of a Party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint-venturer, contractor or sub-contractor of that Party.

**Special Conditions** means:

- (a) in respect of the Head Agreement, the special conditions (if any) set out in the Head Agreement Details; and
- (b) in respect of a Project Funding Agreement, the special conditions (if any) set out in item 28 of the Project Funding Schedule.

**State Government** includes the Queensland Government, any of its departments or divisions, Ministers, government-owned corporations, any agent or representative of the Department, or a corporation or body constituted for a public purpose of the State of Queensland.

**Statutory Requirement** means:

- (a) any law applicable to the delivery of the Project, including Acts, ordinances, regulations, by-laws, orders and other subordinate legislation;
- (b) Approvals (including any condition or requirement under them); and
- (c) fees and charges payable in connection with the foregoing.

**Third Party Contribution** means, in respect of a Project, the contribution specified in item 9 of the Project Funding Schedule.

**Third Party Contributor** means, in respect of a Project, the entity specified in item 9 of the Project Funding Schedule to provide the Third Party Contribution.

**Unexpected Event** means any circumstance beyond the reasonable control of a Party and without fault by that Party which results in that Party being unable to perform an obligation on time, and includes, but is not limited to:

- (a) natural events like fire, storm, flood, landslide, washaway or earthquake (other than an event the subject of the Project Funding);
- (b) national emergency;
- (c) terrorist act;
- (d) war; or
- (e) an order of any Court.

## **20.2 Other expressions**

In this Head Agreement and in any Project Funding Agreement, all other definitions or expressions referred in this Head Agreement or Project Funding Agreement have the same meaning as set out in the Program Guidelines as if the same were set out in the above clause 20.1, save where there is any inconsistency between the two documents, in which case the definition and terms set out in this Head Agreement (or the Project Funding Agreement, as applicable) prevails.

## **20.3 Interpretation**

In this Head Agreement and in any Project Funding Agreement:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) a reference to an individual or person includes a corporation or other legal entity;

(c) a reference to 'the State' or 'the Recipient' respectively includes the State's and the Recipient's officers, employees, contractors or agents;

(d) words importing a gender include any other gender;

(e) words in the singular include the plural and vice versa;

(f) headings have been inserted for ease of reference only and are not intended to affect the meaning of this Head Agreement or Project Funding Agreement;

(g) defined terms include other parts of speech and grammatical forms of the defined word or phrase;

(h) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;

(i) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;

(j) the meaning of general words is not limited by specific examples introduced by "includes" or "including" or similar expressions; and

(k) no rule of construction of documents shall apply to the disadvantage of a party, on the basis that the party put forward this document or any relevant part of it.

## Annexure A - Template Project Funding Schedule

1. Grant Program	[Title of Grant Program]		
2. Project	[Name of Project] [Project Reference Number]		
3. Recipient Name	[Recipient Name for Grant Program]		
4. Administration Agency	[Name of Administration Agency]		
5. Policy Agency	[Name of Policy Agency]		
6. Project Description	The project(s) described in Attachment 1 to this Project Funding Schedule.		
7. Project Funding (ex GST)	[\$ Funding amount]		
8. Recipient's Contribution (ex GST)	[Recipient's contribution (where applicable), or N/A]		
9. Third Party Contribution	<b>##</b>	<b>Name of Third Party Contributor</b>	<b>Amount of Third Party Contribution (ex GST)</b>
	1.		
	2.		
10. Estimated Total Project Cost	[\$ insert total project cost, being the aggregate of the Project Funding, Recipient's Contribution and Third Party Contributions]		
11. Program Guidelines	[Title of relevant Program Guidelines]		
12. Approved Project Plan	<p>[if a plan has already been approved:]</p> <p>"The plan for the conduct of the Project approved by the State and attached as Attachment 2 to this Project Funding Schedule."</p> <p>[if the Program Guidelines require that a project plan is submitted and prescribe a submission and approval process:]</p> <p>"the plan for the conduct of the Project to be submitted by the Recipient and approved by the State in accordance with the requirements under the Program Guidelines."</p> <p>[if the Program Guidelines do not require a project plan but the State requires a project plan:]</p> <p>"The plan for the conduct of the Project that must include:</p> <ul style="list-style-type: none"> <li>• [INSERT];</li> </ul> <p>and must be submitted by the Recipient to the State for the State's written approval within [INSERT] days of the Project Funding Agreement Commencement Date."</p> <p>[if not Approved Project Plan is required:]</p> <p>"N/A"</p>		

13. State Contact	[Position Title of the State's contact]			
14. Recipient Contact	[Position Title of Letter addressee]			
15. Key Dates	Project Funding Agreement Commencement Date	The date the last Party signs this Project Funding Schedule.		
	Project Completion Date	[the due DATE for completion of all project works/activities by the Recipient]		
	Project Funding Agreement End Date	[the DATE the Project Funding Agreement period ends]		
16. Milestone Schedule <i>[Note: This item should be updated by agencies to reflect program-specific milestone requirements (e.g. reimbursement based funding).]</i>	<b>Milestone No</b>	<b>Milestone Date</b>	<b>Milestone Requirements</b>	<b>Milestone Amount</b>
	1.	The Project Funding Agreement Commencement Date	(a) Provision of this Project Funding Agreement to the Recipient; (b) [INSERT]	XX% of the Project Funding
	2.	Various (the Recipient may submit multiple Payment Claims in respect of Milestone 2)	(a) Provision of a Payment Claim; (b) [INSERT]	XX% of the Project Funding or [N/A]
	3.	Within 3 months of the Project Completion Date	(a) Evidence that the Recipient has completed the Project (b) Provision of a Payment Claim (c) [INSERT].	Up to the total amount of any unpaid Project Funding or [N/A]
17. Payment Claim Requirements	[Provision of a payment claim and supporting materials in accordance with the payment claim requirements set out in the Program Guidelines.] or [N/A]			
18. Eligible Project Costs	[Eligible Project Costs as described as "Eligible Costs" in the Program Guidelines]			
19. Reporting <i>[Note: This item should be updated by agencies in line with the reporting requirements for the relevant program. For example, some programs may require submission of a Project Benefits Report 12 months after the Project Completion Date]</i>	<b>Report Type</b>	<b>Report Contents and Form</b>		<b>Lodgement Timing</b>
	Progress Report	In the form, and containing all information identified in, [the Program Guidelines].		[DATE/s] or [N/A]
	Final Acquittal Report	In the form, and containing all information identified in [the Program Guidelines].		[DATE/s] or [N/A]
	[INSERT]	[INSERT OTHER REPORTING REQUIREMENTS]		[INSERT]

<b>20. Project Specific Bank Account Details (if any)</b>	Account Name	
	BSB	
	Account Number	
	Branch	
	Email (remittance)	
<b>21. Acknowledgement Requirements</b>	<p>[Note: Generally, the Program Guidelines will set out the requirements for acknowledgement for a particular program, and the requirements for approval of public statements and media releases. The requirement to comply with the acknowledgement and public statements requirements in the Program Guidelines is set out in clause 10.</p> <p>If the requirements set out in the Program Guidelines are all the requirements that apply, then this item 21 should state "as per the Program Guidelines".</p> <p>If there are specific acknowledgment or public statement requirements for a particular project that are additional to or differ from the requirements under the Program Guidelines, then this section should detail the project specific requirements.</p> <p>If the Program Guidelines do not include any acknowledgement or public statement requirement and the relevant agency wishes to apply its agency policy, then this item 21 should reference the agency policy.</p> <p>If the Program Guidelines do not include any acknowledgement requirements and the relevant agency does not wish to apply or does not have an appropriate agency acknowledgement policy, this item 21 should detail the applicable requirements]</p>	
<b>22. Permitted Asset</b>		
<b>23. Data</b>	<p>[Note: this item will only need to be completed if, for a particular project, there is a particular class of related data (not the subject of a report) that the State requires from a Recipient). For example, if the Project is for flood resilience work, the State might require data from Recipients about flood mapping and impacts. If no additional data is required for a project, insert "N/A"]</p>	
<b>24. Permitted Data Use</b>		
<b>25. Project Management (clause 3.5)</b>	Clause 3.5 [does/does not] apply	
<b>26. Construction and contracting (clause 3.6)</b>	Clause 3.6 [does/does not] apply	
<b>27. Contractor insurance requirements (clause 3.6)</b>	<p>[to be completed only if item 26 provides that clause 3.6 applies]</p> <p>[list required insurance policies and \$]</p>	
<b>28. Special Conditions</b>	<p>[Note: any additional insurance requirements on the Recipient beyond those required by law under the Local Government Act should be included as a special condition. For example, some projects may have a requirement for the local government to hold insurance in respect of Assets of a significant value]</p>	



	[Note: consider whether clause 4.6(b) should apply - include a special condition if the funding is structured in such a way that it is not appropriate for the clause to apply]
By signing below, a Project Funding Agreement will be formed in accordance with clause 2.3 of the Head Agreement entered into between the State and the Recipient on [DATE] in respect of the Project.	
<b>Signed</b> for and on behalf of the <b>State of Queensland</b> by a duly authorised officer in the presence of	<b>Signed</b> for and on behalf of the <b>Recipient</b> by a duly authorised officer in the presence of
Signature of witness	Signature of witness
Name of witness	Name of witness
Signature of Authorised Person	Signature of Authorised Person
Name of Authorised Person	Name of Authorised Person
Date	Date

## **Attachment 1 - Project Description for [Insert Recipient Name]**

[Note: the content requirements for the Project Description should be drawn from a Recipient's application for funding and should have regard to the project requirements set out in the relevant Program Guidelines. The description should be more than a high level description of the project - it must provide certainty about all elements that form the project. In some instances, this description will be quite detailed. For example, if the Funding is for the construction of a new park:

- It is not sufficient to simply state "Construction of a new park at "insert";
- if the application included detailed designs for the park, then this project description should either directly refer to or include copies of the detailed designs;
- if there is an Approved Project Plan, and that plan already includes a detailed description, then it is appropriate to refer to "the construction of a new park in accordance with the requirements set out in the Approved Project Plan";
- if there are no detailed designs available and the Approved Project Plan does not include a detailed description, this project description should clearly set out the minimum known requirements for construction of the park]