

**CEO**

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**From:** Paul May <paulgmay@gmail.com>  
**Sent:** Wednesday, 16 December 2020 5:46 PM  
**To:** CEO  
**Subject:** Purchase of blocks in Sandstone

Hi Harry,

I hope you are well? Not very long now until retirement. I hope you are enjoying your last fews days of work.

The reason for the email is, I would like to place an offer on the 2 blocks of land next to my Mum and Dad's house (Keith and Freda). I would like to offer \$9000.00 each and purchase both blocks for \$18,000.00. Beth did mention to me before about having to pay for the fence that was put up but after inspection of the fence, I will need to replace the whole fence as it is too high off the ground. As I want to build a house next year I have dogs that would be able to get under the current fence, hence the reason I will need to replace.

Kind Regards

Paul May



**From:** CEO  
**Sent:** Wednesday, 6 January 2021 2:20 PM  
**To:** paug <[may@gmail.com](mailto:may@gmail.com)>  
**Subject:** Full Names of offerors

Good afternoon Paul,

In order to put you offer to Council the Local Government Act 1995 Sec 3.58 (4)(a) requires that the full names of all parties concerned. We are looking to have a Special Meeting on Thursday 13<sup>th</sup> January 2021 and I would appreciate the information ASAP

Kind regards

**Eddie Piper**

Acting Chief Executive Officer

T: 08 9963 5802

F: 08 9963 5852

M: 0407 471 754



## CEO

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**From:** Paul May <paulgmay@gmail.com>  
**Sent:** Wednesday, 6 January 2021 6:21 PM  
**To:** CEO; CEO  
**Subject:** Re: FW: Full Names of offerors

Hi Eddie,

Full names for the purchase of the 2 blocks next to Keith and Freda is

Paul Gregory May  
Nicole Lisa May

I will get Justin to send you a separate email with his details for the purchase of his 2 blocks.

Kind Regards

Paul May

On Wed, Jan 6, 2021 at 2:21 PM CEO <[harry.hawkins@sandstone.wa.gov.au](mailto:harry.hawkins@sandstone.wa.gov.au)> wrote:

This time

Kind regards

### **Eddie Piper**

Acting Chief Executive Officer

T: 08 9963 5802

F: 08 9963 5852

M: 0407 471 754



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**CEO**

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**From:** Justin Baker <justobaker@hotmail.com>  
**Sent:** Wednesday, 6 January 2021 6:32 PM  
**To:** CEO  
**Cc:** CEO  
**Subject:** Purchase of blocks in Sandstone

Hi Eddie,

Its Justin Baker here. I'm in Sandstone doing the ceiling with Paul.

I'd like to make an official offer to purchase two blocks of land in Sandstone.

Lots 246 & 247 in Green Street.

My offer is \$9000 each, for a total of \$18,000.

My full name is Justin Jeremy Baker.

Kind regards,

Justin  
0404189200











**CEO**

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**From:** IIP <IIP@infrastructure.gov.au>  
**Sent:** Wednesday, 16 December 2020 12:29 PM  
**To:** CEO; Margaret Duhig  
**Cc:** IIP  
**Subject:** LRCI Phase 2 Grant Agreement [SEC=UNOFFICIAL]  
**Attachments:** WA - Shire of Sandstone - GA LRCI 2.pdf

**UNOFFICIAL**

Good afternoon,

Further to the email from the Deputy Prime Minister and the Minister for Local Government on 19 November 2020, please find attached your Local Roads and Community Infrastructure Program (Phase 2) Grant Agreement with the Commonwealth, represented by Department of Infrastructure, Transport, Regional Development and Communications.

The Grant Agreement has been signed by the Department and signifies the award of a grant by the Delegate for the Local Roads and Community Infrastructure Program Extension (Phase 2).

Please ensure that your **Grantee** details (Name and ABN) found in the 'Parties to this Agreement' on page 3, and your **Allocation** amount found in 'D.8 Payment of the Grant' on page 6 are correct. Please also ensure that in the 'Signature' section found on page 15, the **Grantee** information (Grantee/Council full legal name, ABN, Signatory Name and Signature, Date, Witness Name and Signature, and Date) is complete and accurate.

Once signed by your representative, the agreement is executed. Please return a copy of the executed Grant Agreement to the Department via email to [IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au)

Under LRCI Phase 2, projects should be nominated using the streamlined Project Nomination Form, which should be submitted either along with your executed Grant Agreement, or any time after the executed Grant Agreement has been provided to the Department.

The Guidelines provide information on the how the two Phases of the program inter-operate. The Department will endeavour to advise you in a timely manner whether nominated projects have been approved.

Program Guidelines and the Work Schedule Project Nomination Template are available on the Department's website at [https://investment.infrastructure.gov.au/infrastructure\\_investment/local-roads-community-infrastructure-program/](https://investment.infrastructure.gov.au/infrastructure_investment/local-roads-community-infrastructure-program/)

All enquiries related to LRCI Phase 1 and Phase 2 should be addressed to [IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au)

Kind regards,  
Local Roads and Community Infrastructure Program Manager  
COVID Recovery Infrastructure Investment Stimulus Infrastructure Investment Division  
Department of Infrastructure, Transport, Regional Development and Communications

**UNOFFICIAL**

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Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development and Communications. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons

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If you have received this e-mail in error, please notify the Department on (02) 6274-7111 and delete all copies of this transmission together with any attachments.

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## Grant Details

### A. Purpose of the Grant

The Grant is being provided as part of Phase 2 of the Local Roads and Community Infrastructure Program (LRCI Program).

The objective of the LRCI Program is to stimulate additional infrastructure construction activity in local communities across Australia to assist communities to manage the economic impacts of COVID-19.

The Phase 2 extension of the LRCI Program is a temporary, targeted stimulus measure responding to the serious, ongoing economic impacts of COVID-19. The LRCI Program assists a community-led recovery from COVID-19 by supporting local jobs, firms, and procurement.

The intended outcomes of the LRCI Program are to:

- provide stimulus to protect and create local short-term employment opportunities through funded projects following the impacts of COVID-19; and
- deliver benefits to communities, such as improved road safety, accessibility and visual amenity.

The LRCI Program is administered by the Department of Infrastructure, Transport, Regional Development and Communications, referred to as 'the Department' throughout this agreement.

### B. Activity

- 1 The Grantee is required to use the Grant funds to undertake the Eligible Projects set out in the approved Work Schedule. The Grantee must also meet the requirements set out in the Phase 2 Guidelines.

#### 2 Work Schedule

- 2.1 The Grantee must submit a draft Work Schedule in the manner and form notified by the Commonwealth, and in accordance with the requirements in this Agreement and the Phase 2 Guidelines.
- 2.2 The total amount of Grant funding sought under the draft Work Schedule cannot exceed the amount of the Grant specified at Item D (Payment of the Grant).
- 3 The Commonwealth will review the draft Work Schedule following the process detailed in the Phase 2 Guidelines (as in force at the time the decision to approve the Work Schedule is made).
  - 3.1 The Grantee will be advised in writing if its Work Schedule is approved.

## Grant Agreement

Once completed and executed by the Parties, this document, together with the Commonwealth Standard Grant Conditions (Schedule 1) forms an Agreement between the Commonwealth and the Grantee.

## Parties to this Agreement

### The Grantee

Full legal name of Grantee	<i>Shire of Sandstone</i>
Australian Business Number (ABN)	<i>34 049 933 669</i>

### The Commonwealth

The Commonwealth of Australia represented by the  
Department of Infrastructure, Transport, Regional Development and Communications  
of 111 Alinga Street, Canberra, Australian Capital Territory

ABN 86 267 354 017

### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the Activity in accordance with this Agreement.

### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) the COVID-19 Local Roads and Community Infrastructure Program Guidelines – Phase 2;
- (f) any other document referenced or incorporated in the Grant Details.

If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to the Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to the Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

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# **Local Roads and Community Infrastructure Grant Agreement**

between the Commonwealth represented by

**Department of Infrastructure, Transport, Regional Development and Communications**

And

**The Grantee**

3.2 The Commonwealth's approval of the draft Work Schedule may be subject to conditions, including: the removal of some of the nominated projects where the Commonwealth does not consider they are Eligible Projects or otherwise meet the requirements of this Grant Agreement or the objectives of the LRCI Program – in which case the Grantee may submit an updated Work Schedule that includes additional nominated projects for approval at any time.

3.3 The Commonwealth's decision regarding the approval of the draft Work Schedule and/or any conditions is at its absolute discretion and is final. Once approved, the Work Schedule forms part of this Grant Agreement. The approval of the Work Schedule is a condition for release of the First Instalment of Grant money.

**4** The Grantee can only spend Grant money on Eligible Projects detailed in an Approved Work Schedule. Grant money cannot be used for Ineligible Projects or Ineligible Expenditure as set out in section 5 of the Phase 2 Guidelines.

## **5 Conflicts of Interest**

5.1 The Grantee must disclose if any of their personnel:

5.1.1 has a relationship with, or interest in, an organisation, which is likely to interfere with or restrict the Grantee from carrying out the Activities and/or implementing the Work Schedule fairly and independently; or

5.1.2 has a relationship with, or interest in, an organisation which may be awarded work in relation to a nominated project or is otherwise to be involved in the implementation of the Work Schedule.

5.2 The Grantee must include in the Work Schedule:

5.2.1 any details of any real, apparent, or potential conflicts of interest that may arise in relation to the Grantee's nominated projects, or the program;

5.2.2 details of how the Grantee proposes to manage these or any other conflict of interest that may arise; or

5.2.3 that to the best of their knowledge, there are no conflicts of interest.

5.3 The Grantee must provide the Commonwealth with details of the arrangements it will implement to effectively manage conflicts of interest in relation to the conduct of projects if requested.

## **6 Changes to Grantees and Eligible Projects**

6.1 Grantees must notify the Commonwealth of significant changes that are likely to affect an Eligible Project or their participation in Phase 2 of the LRCI Program. This includes any key changes to the Grantee's organisation, particularly if it affects their ability to complete an Eligible Project, carry on their business and pay debts due.

## **C. Duration of the Grant**

Activity start date	Activity Completion Date
1 December 2020	30 June 2022



## **7 Activity Timeframe**

7.1 Construction activity on Eligible Projects must be undertaken between 1 January 2021 and 31 December 2021, other costs associated with Eligible Projects may continue to 30 June 2022.

7.2 The Agreement starts on the date that the last party to this Agreement signs.

7.3 The Agreement ends on 30 June 2022 which is the **Agreement End Date**.

## **D. Payment of the Grant**

**8** The total maximum amount of the Grant is \$216,605. This is the Grantee's Phase 2 Allocation.

8.1 The Grantee's bank account for Phase 2 of the LRCI program is the bank account the Grantee uses for the LRCI Program. A change to a bank account must follow the process notified by the Commonwealth.

8.2 In order for the Grantee to receive the full Grant amount, the Grantee must have submitted a draft Work Schedule for the total Grant amount by 31 July 2021.

8.3 If the Grantee has not applied for the full Grant amount in a draft Work Schedule by 31 July 2021, the Commonwealth has the right to not pay the Grantee the amount of the Grant not applied for by the Grantee.

## **9 Grant Instalments**

9.1 Subject to 9.2, Grant Instalments will be paid in accordance with the instalments set out in Table 1 below, subject to:

- 9.1.1 receipt of required Reports by the Commonwealth;
- 9.1.2 the Commonwealth's decision on Reports and information provided therein;
- 9.1.3 the required information contained in Work Schedules;
- 9.1.4 the Commonwealth's consideration of other relevant information;
- 9.1.5 compliance by the Grantee with its obligations under this Agreement; and
- 9.1.6 the requirements in the Phase 2 Guidelines (as in force at the time the decision to make a payment is made) being met.

9.2 A Low Value Grant is a Grant of \$500,000 or less. Low Value Grantees can receive 70 per cent of their Grant amount as their First Instalment provided they have nominated projects totaling 70 per cent or more of their Grant amount.

## 10 Payments will be paid in accordance with Table 1: Grant Payments

**Table 1 Grant Payment Overview**

Payment milestone	Grant payment date	Amount
<p>First Instalment:</p> <p>Work Schedule approval payment</p>	<p>The First Instalment of the Grant will be paid after 1 January 2021 and after the Grantee's Work Schedule has been approved.</p>	<p>The first payment will be equal to 50 per cent of the Grant, unless the Grantee is the recipient of a Low Value Grant.</p> <p>For Low Value Grant, the Grantee will receive 70% of their Grant in their first instalment.</p>
<p>Progress Instalments:</p> <p>The Grantee can receive multiple progress payments.</p>	<p>Within four weeks of the Department's acceptance of a Quarterly Report</p>	<p>A Progress Instalment will be equal to the Grantee's:</p> <ul style="list-style-type: none"> <li>• actual expenditure until the end of the period covered by the relevant Quarterly Report; and</li> <li>• projected expenditure on Eligible Projects in an Approved Work Schedule to the end of the subsequent quarter;</li> </ul> <p><b>less:</b></p> <ul style="list-style-type: none"> <li>• received instalments; and</li> <li>• 10 per cent of the Grant.</li> </ul> <p>For a Low Value Grant, the Grantee can apply to receive the residual of grant funds at the time of a Quarterly Report being submitted provided they also submit completed acquittal documentation.</p>
<p>Final Instalment:</p> <p>Final payment</p>	<p>Within four weeks of the Department's acceptance of the Annual Report and decision to release the Final Instalment</p>	<p>The Final Instalment will equal the smaller of:</p> <ul style="list-style-type: none"> <li>• the residual amount of the Grant; or</li> <li>• the total eligible expenditure and projected expenditure to the end of the Eligible Projects;</li> </ul> <p><b>less</b> instalments paid to date.</p>

## E. Reporting

- 11 The Grantee agrees to update Work Schedules in accordance with:
  - 11.1 the Phase 2 Guidelines as in force from time to time; and
  - 11.2 any other requirements notified by the Commonwealth.
- 12 The Grantee agrees to create the following reports in the manner and form specified by the Commonwealth and provide the reports to the Commonwealth representative:
  - 12.1 Quarterly Reports; and
  - 12.2 Annual Reports.
- 13 The Grantee must provide Reports in accordance with the timeframes at **Table 2: Reports** unless 14 or 15 applies.
- 14 If the Grantee has expended their Grant and/or returned any unspent Grant funding, after providing the Quarterly Report for the quarter in which this occurs, the Grantee is not required to provide further Quarterly reports but will still be required to provide the Annual Report.
- 15 For a Low Value Grant, if the Grantee has expended their Grant and/or returned any unspent grant funds, after providing the Quarterly Report for the quarter in which this occurs, the Grantee is not required to provide further Quarterly reports. A Grantee with a Low Value Grant can file acquittal documentation at this time.

<b>Table 2 Reports</b>		
<b>Lodgement period for Quarterly Reports</b>	<b>Quarter: Actual expenditure period</b>	<b>Quarterly Report</b>
1–30 April 2021	1 January – 31 March 2021	Actual expenditure and eligible project updates for the period commencing on 1 January 2021 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 July 2021	1 April – 30 June 2021	Actual expenditure and eligible project updates for the period commencing on 1 January 2021 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 October 2021	1 July – 30 September 2021	Actual expenditure and eligible project updates for the period commencing on 1 January 2021 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 January 2022	1 October – 31 December 2021	<b>Annual Report</b> Actual expenditure and eligible project updates from 1 January 2021 to 31 December 2021.
1–30 April 2022	1 January – 31 March 2022 (If required)	Actual expenditure for the period commencing on 1 January 2021 and ending on the last day of the quarter to which the Quarterly Report relates.
1–31 July 2022	1 April – 30 June 2022 (if required)	Actual expenditure for the period commencing on 1 January 2021 and ending on the last day of the quarter to which the Quarterly Report relates.

## 16 Quarterly Reports

- 16.1 Quarterly Reports must be in the manner and form notified by the Commonwealth in accordance with the Phase 2 Guidelines.

## 17 Annual Reports

- 17.1 Annual Reports must be in the manner and form notified by the Commonwealth in accordance with the Phase 2 Guidelines.

## 18 Acquittal Process for Low Value Grants

- 18.1 The Acquittal Process must be in the manner and form notified by the Commonwealth in accordance with the Phase 2 Guidelines.

## F. Party representatives and address for notices

### Grantee's representative and address

The Grantee's Representative is the Grantee's Formal Contact under the Roads to Recovery program unless otherwise agreed by the Commonwealth.

**Commonwealth representative and address**

Name of representative	Daniel Caruso
Position	Assistant Secretary, COVID Recovery Infrastructure Investment Stimulus
Postal address	GPO Box 594, Canberra Australian Capital Territory 2601
Physical address	111 Alinga Street, Canberra, Australian Capital Territory
Business hours telephone	02 6274 6522
Email	Daniel.Caruso@infrastructure.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

**G. Activity Material**

N/A.

## **Supplementary Terms from Clause Bank**

### **1. Other Contributions**

N/A

### **2. Activity budget**

N/A

### **3. Intellectual property in Activity Material**

N/A

#### **3A. Intellectual property – research**

N/A

#### **3B. Creative Commons licence**

N/A

### **4. Access/Monitoring/Inspection**

- 4.1. The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:

- (a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
- (b) permission to inspect and take copies of any Material relevant to the Activity.

- 4.2. The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause CB4.1.

- 4.3. This clause CB4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

### **5. Equipment and Assets**

N/A

### **6. Specified Personnel**

N/A

### **7. Relevant qualifications, licences, permits, approvals or skills**

- 7.1. The Grantee agrees to ensure that personnel performing work in relation to the Activity: and

- (a) are appropriately qualified to perform the tasks indicated;
- (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity and
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

### **8. Vulnerable Persons**

N/A

**9. Child safety**

N/A

**10. Commonwealth Material, facilities and assistance**

N/A

**11. Jurisdiction**

N/A

**12. Grantee trustee of Trust**

N/A

**13. Fraud**

13.1. In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

13.2. The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

13.3. If the Grantee becomes aware of:

(a) any Fraud in relation to the performance of the Activity; or

(b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

13.4. The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

13.5. The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

13.6. This clause survives the termination or expiry of the Agreement.

**14. Prohibited dealings**

N/A

**15. Anti-corruption**

15.1. In this Agreement:

**Illegal or Corrupt Practice** means directly or indirectly:

(a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or

(b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.



- 15.2. The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.
- 15.3. The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:
  - (a) engage in an Illegal or Corrupt Practice; or
  - (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the Criminal Code Act 1995 (Cth).
- 15.4. The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in CB15.3 in relation to the performance of the Activity.
16. **Step-in rights**  
N/A
17. **Grant Administrator**  
N/A
18. **Management Adviser**  
N/A
19. **Indemnities**  
N/A
20. **Compliance with Legislation and policies**
  - 20.1. In this Agreement: Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority
  - 20.2. The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.
  - 20.3. The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).
21. **Work health and safety**
  - 21.1. The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.
  - 21.2. If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause ST21.1.
  - 21.3. When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and

safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

**22. Transition**

N/A

**23. Corporate governance**

N/A

**23A. Incorporation requirement**

N/A

**24. Counterparts and execution**

24.1. This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

24.2. The Parties confirm that, without limiting the ways in which this Agreement may exist or be executed, they consent to this Agreement and any counterparts of this Agreement being executed and/or exchanged electronically.

**25. Employees subject to SACS Decision**

N/A

**26. Program interoperability with National Disability Insurance Scheme**

N/A

**27. Rollover of surplus and uncommitted funds**

N/A

**28. Secret and Sacred Indigenous Material**

N/A



## Signature

Executed as an agreement:

### Grantee

Full legal name of the Grantee <name of the grantee> <ABN of the grantee>	
Signatory Name	
Signature	
Date	
Witness Name	
Signature and date	

## Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development and Communications	
Name	Daniel Caruso
Position	Assistant Secretary, COVID Recovery Infrastructure Investment Stimulus
Date	15 December 2020
Signature	
Witness Name The witness is not a party to this deed. The witness witnessed the affixing of the above delegate's electronic signature to the master form of agreement from which this Agreement was generated	James Savage
Signature and date	 15 December 2020

## **Schedule 1: Commonwealth Standard Grant Conditions**

### **1. Undertaking the Activity**

- 1.1. The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.
- 1.2. The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:
  - (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
  - (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

### **2. Payment of the Grant**

- 2.1. The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.
- 2.2. Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:
  - (a) the Grantee has not complied with this Agreement;
  - (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
  - (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.
- 2.3. A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.
- 2.4. The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

### **3. Acknowledgements**

- 3.1. The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.
- 3.2. The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.
- 3.3. The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

#### **4. Notices**

- 4.1. Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.
- 4.2. A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.
- 4.3. A notice is deemed to be effected:
  - (a) if delivered by hand - upon delivery to the relevant address;
  - (b) if sent by post - upon delivery to the relevant address; or
  - (c) if transmitted electronically - upon actual receipt by the addressee.
- 4.4. A notice received after 5.00 pm, or on a day that is a Saturday, Sunday or public holiday, in the place of receipt, is deemed to be effected on the next day that is not a Saturday, Sunday or public holiday in that place.
- 4.5. The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature, provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 8.

#### **5. Relationship between the Parties**

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

#### **6. Subcontracting**

- 6.1. The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.
- 6.2. The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

#### **7. Conflict of interest**

- 7.1. Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.
- 7.2. If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:
  - (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
  - (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

## **8. Variation, assignment and waiver**

- 8.1. This Agreement may be varied in writing only, signed by both Parties.
- 8.2. The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.
- 8.3. The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.
- 8.4. A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

## **9. Taxes, duties and government charges**

- 9.1. The parties have entered into this Grant Agreement on the understanding that the Commonwealth and the Grantee are both government related entities, and that the amount of the Grant and anything else the Grantee receives from another entity in relation to any supply under this Agreement does not exceed the Grantee's cost of making that supply. On this basis, and in accordance with GSTR 2012/2 the parties rely on s.9-17 of the GST Act for no GST being imposed in connection with a supply made under this Agreement. Consequently, the actual and projected expenditure the Grantee reports to the Commonwealth must exclude the GST component on goods and services, and the payments the Commonwealth makes under this Agreement will not include GST.
- 9.2. The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.
- 9.3. If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
- 9.4. If at the commencement of the Agreement the Grantee is not registered for GST and during the term of the Agreement the Grantee becomes, or is required to become, registered for GST, the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST.

## **10. Spending the Grant**

- 10.1. The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.
- 10.2. Within one month after the Activity Completion Date, the Grantee agrees to provide a statement signed by the Grantee in a form specified by the Commonwealth verifying the Grant was spent in accordance with this Agreement.

## **11. Repayment**

- 11.1. If any amount of the Grant:
  - (a) has been spent other than in accordance with this Agreement; or



(b) is additional to the requirements of the Activity; then the Commonwealth may by written notice:

(c) require the Grantee to repay that amount to the Commonwealth;

(d) require the Grantee to deal with that amount as directed by the Commonwealth;

or

(e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2. If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

(a) the Grantee must do so within the time period specified in the notice;

(b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and

(c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

## **12. Record keeping**

12.1. The Grantee agrees to keep financial accounts and other records that:

(a) detail and document the conduct and management of the Activity;

(b) identify the receipt and expenditure of the Grant separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and

(c) enable all receipts and payments related to the Activity to be identified and reported.

12.2. The Grantee agrees to keep the records for five years after the Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

## **13. Reporting and Liaison**

13.1. The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2. In addition to the obligations in clause 13.1, the Grantee agrees to:

(a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and

(b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements,

in relation to the Activity.

13.3. If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

13.4. The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the Criminal Code Act 1995 (Cth).

#### **14. Privacy**

- 14.1. When dealing with Personal Information in carrying out the Activity, the Grantee agrees:
- (a) to comply with the requirements of the Privacy Act 1988 (Cth); and
  - (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

#### **15. Confidentiality**

- 15.1. The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.
- 15.2. The Commonwealth may disclose the Grantee's confidential information where;
- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
  - (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
  - (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

#### **16. Insurance**

- 16.1. The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

#### **17. Intellectual property**

- 17.1. Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.
- 17.2. This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
- 17.3. The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.
- 17.4. The licence in clause 17.3 does not apply to Activity Material.

#### **18. Dispute resolution**

- 18.1. The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.
- 18.2. Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.
- 18.3. The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.
- 18.4. Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene

and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

- 18.5. Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.
- 18.6. The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

## **19. Reduction, Suspension and Termination**

### **19.1. Reduction in scope of agreement for fault**

- 19.1.1. If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.
- 19.1.2. The Grantee agrees, on receipt of the notice of reduction, to:
  - (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
  - (b) take all available steps to minimise loss resulting from the reduction;
  - (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
  - (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.
- 19.1.3. In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

### **19.2. Suspension**

#### **19.2.1. If:**

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
  - (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
  - (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;
- the Commonwealth may by written notice:
- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or
  - (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

#### **19.2.2. If the Grantee:**

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

(b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

**19.3. Termination for fault**

19.3.1. The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2. The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

**20. Cancellation or reduction for convenience**

20.1. The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2. On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from that reduction or cancellation;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3. In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

- 20.4. In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.
- 20.5. The Commonwealth's liability to pay any amount under this clause is:
- (a) subject to the Grantee's compliance with this Agreement; and
  - (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.
- 20.6. The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.
- 20.7. The Commonwealth will act reasonably in exercising its rights under this clause.

## 21. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance);
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions; and
- Any applicable provisions included from the clause bank; and
- Any other clause which expressly or by implication from its nature is meant to survive.

## 22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.

- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
  - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
  - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
  - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
  - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Phase 2 Guidelines** means the 'COVID-19 Local Roads and Community Infrastructure Program Guidelines – Phase 2'
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.









## **Local Roads and Community Infrastructure Grant Agreement**

between the Commonwealth represented by

**Department of Infrastructure, Transport, Regional Development and Communications**

And The Shire of Sandstone

**The Grantee**

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## **Grant Agreement**

Once completed and executed by the Parties, this document, together with the Letter of Offer that accompanied this document, the Commonwealth Standard Grant Conditions (Schedule 1), and Schedule 2, forms an Agreement between the Commonwealth and the Grantee.

### **Parties to this Agreement**

The Grantee is the entity identified in the Letter of Offer.

#### **The Commonwealth**

The Commonwealth of Australia represented by the  
Department of Infrastructure, Transport, Regional Development and Communications  
of 111 Alinga Street, Canberra, Australian Capital Territory

ABN 86 267 354 017

#### **Background**

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the Activity in accordance with this Agreement.

### **Scope of this Agreement**

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) the Letter of Offer;
- (f) any other document referenced or incorporated in the Grant Details.

If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to the Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to the Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

# Grant Details

## A. Purpose of the Grant

The Grant is being provided as part of the Local Roads and Community Infrastructure Program (LRCI Program).

The objective of the LRCI Program is to stimulate additional infrastructure construction activity in local communities across Australia to assist communities to manage the economic impacts of COVID-19.

The intended outcomes of the LRCI Program are to:

- provide stimulus to protect and create local short-term employment opportunities through funded projects following the impacts of COVID-19; and
- deliver benefits to communities, such as improved road safety, accessibility and visual amenity.

The LRCI Program is administered by the Department of Infrastructure, Transport, Regional Development and Communications, referred to as 'the Department' throughout this agreement.

## B. Activity

- 1 The Grantee is required to use the Grant funds to undertake the Eligible Projects set out in the approved Work Schedule.

### 2 Work Schedules

2.1 The Grantee must submit a draft Work Schedule in the manner and form notified by the Commonwealth, and in accordance with the requirements in this Agreement including Schedule 2.

2.2 The draft Work Schedule must contain the following information in relation to each of the nominated projects the Grantee proposes to undertake using the Grant:

- 2.2.1 project description, including details of how the project meets the Project Eligibility Requirements detailed in 5;
- 2.2.2 proposed timeframes for the project, including construction commencement date, construction duration and estimated construction completion date;
- 2.2.3 detail any Conflicts of Interest and management actions to manage these conflicts (see 7 below);
- 2.2.4 the amount of Grant funding required, and details of any other contributions to the total costs of the project, along with details of all proposed expenditure including confirmation that none of the proposed expenditure is Ineligible Expenditure;
- 2.2.5 maps in accordance with the mapping requirements notified by the Commonwealth on the Department's website;

2.2.6 expected number of jobs supported by the project over the construction period;

2.2.6.1 If some of the jobs supported by a project are new jobs/redistribution of personnel in the Grantee's workforces, labour costs for work undertaken must be derived from timesheets or via an equally acceptable method. Management time included in the expected number of jobs supported by a project must not include Ineligible Expenditures or costs associated with Ineligible Projects. Ineligible Projects and Ineligible Expenditures are set out at 6.

2.3 The total amount of Grant funding sought under the draft Work Schedule cannot exceed the amount of the Grant specified in the Letter of Offer.

**3** The Commonwealth will review the draft Work Schedule following the process detailed in the Local Roads and Community Infrastructure Program Guidelines (as in force at the time the decision to approve the Work Schedule is made).

3.1 The Grantee will be advised in writing if its Work Schedule is approved.

3.2 The Commonwealth's approval of the draft Work Schedule may be subject to conditions, including:

3.2.1 the removal of some of the nominated projects where the Commonwealth does not consider they are Eligible Projects or otherwise meet the requirements of this Grant Agreement or the objectives of the LRCI Program – in which case the Grantee may submit an updated Work Schedule that includes additional nominated projects for approval at any time; or

3.2.2 the Grantee agreeing to amendments to this Grant Agreement required by the Commonwealth to implement any relevant government policy or that the Commonwealth otherwise considers necessary due to the value, nature, scope or location of the Activity or any nominated project.

3.3 The Commonwealth's decision regarding the approval of the draft Work Schedule and/or any conditions is at its absolute discretion and is final. Once approved, the Work Schedule forms part of this Grant Agreement. The approval of the Work Schedule is a condition for release of the First Instalment of Grant money.

**4** A Grantee can only spend Grant money on Eligible Projects detailed in an Approved Work Schedule.

## **5 Project Eligibility Requirements**

5.1 An Eligible Project is a project that meets the requirements of 5.2, 5.3, and 5.4; and; the requirements of 5.5 and/or 5.6;

5.2 An Eligible Project must be additional to the Grantee's existing work program for 2020-21.

5.2.1 A project brought forward from a post 2020-21 work plan is additional.



5.2.2 A project for which the Grantee has substituted Grant money for their own funding or other sources of funding is not additional. The purpose of the LRCI Program funding is to enable Grantees to undertake projects that are additional to what they had planned to undertake using their own funds to stimulate local economies and employment opportunities.

5.3 A project must deliver benefits to the community.

5.4 Construction on the project must be completed by 30 June 2021, unless otherwise agreed by the Commonwealth due to exceptional circumstances.

5.5 Eligible local road projects are projects that involve the construction or maintenance of roads managed by local governments. Local governments are encouraged to consider how works can support improved road safety outcomes. This could include projects involving any of the following associated with a road:

5.5.1 traffic signs;

5.5.2 traffic control equipment;

5.5.3 street lighting equipment;

5.5.4 a bridge or tunnel;

5.5.5 a facility off the road used by heavy vehicles in connection with travel on the road (for example, a rest area or weigh station);

5.5.6 facilities off the road that support the visitor economy;

5.5.7 road and sidewalk maintenance, where additional to normal capital works schedules.

5.6 Eligible community infrastructure projects are projects that involve the construction, maintenance and/or improvements to council-owned assets (including natural assets) that are generally accessible to the public.

Projects that involve the construction, maintenance and/or improvements to state/territory and crown owned land/assets and Commonwealth owned land/assets, can also be Eligible Projects where the Council can confirm that they have the authority of the land or asset owner to undertake the project at the nominated site(s) and the sites are accessible to the public (including natural assets).

5.6.1 These projects must deliver benefits to the community, such as improved accessibility, visual amenity, and/or safety. Examples of eligible works include:

5.6.1.1 Closed Circuit TV (CCTV);

5.6.1.2 bicycle and walking paths;

5.6.1.3 painting or improvements to community facilities;

5.6.1.4 repairing and replacing fencing;

5.6.1.5 improved accessibility of community facilities and areas;



- 5.6.1.6 landscaping improvements, such as tree planting and beautification of roundabouts;
- 5.6.1.7 picnic shelters or barbeque facilities at community parks;
- 5.6.1.8 playgrounds and skate parks (including all ability playgrounds);
- 5.6.1.9 noise and vibration mitigation measures; and
- 5.6.1.10 off-road car parks (such as those at sporting grounds or parks).

5.7 If Grant funds will be used for fifty per cent or less of the total cost of a project, which meets the below requirements:

- 5.7.1 Grant funds allocated to the project will be used to cover the cost of construction activity to 30 June 2021;
- 5.7.2 all other Eligible Project requirements (except 5.4) are met;
- 5.7.3 the Project will complete construction by 30 June 2022; and
- 5.7.4 The Commonwealth was made aware that the project was intended to meet the requirements of this section.

The part of the project paid for by the Commonwealth may be approved as an Eligible Project.

## **6 Ineligible Projects/Ineligible Expenditure**

6.1 Grant money cannot be used for Ineligible Projects or Ineligible Expenditure. Ineligible Projects and Ineligible Expenditure are the Grantee's business as usual activities and costs, or any other activities and costs not associated with Eligible Projects, including those set out at 6.2.

6.2 The following is a non-exhaustive list of examples of Ineligible Projects or Ineligible Expenditures:

- 6.2.1 costs incurred in the preparation of a draft Work Schedule or related documentation;
- 6.2.2 general administrative overheads and staff salaries not connected with Eligible Projects;
- 6.2.3 subsidy of general ongoing administration of an organisation such as electricity, phone and rent;
- 6.2.4 projects that receive Australian, state or territory government funding for the same purpose (unless otherwise agreed by the Commonwealth);
- 6.2.5 commencement ceremony, opening ceremony or any other event associated with Eligible Projects;
- 6.2.6 transport planning studies;
- 6.2.7 road rehabilitation studies (if not part of an Eligible Project);
- 6.2.8 community/public art;

- 6.2.9 road building plant or other capital equipment especially moveable equipment (e.g. graders);
- 6.2.10 training (if not part of an Eligible Project);
- 6.2.11 public liability insurance;
- 6.2.12 fringe benefits tax;
- 6.2.13 GST payable component of a supply;
- 6.2.14 finance leases on equipment;
- 6.2.15 depreciation, except for depreciation of plant and equipment directly attributable to a grant funded eligible project;
- 6.2.16 stand-alone design and preliminary works;
- 6.2.17 operating lease charges where the rental expense cannot be directly linked to the grant project (e.g. a grader may be hired for a period for a variety of tasks, only charges that specifically relate to the Eligible Project can be charged against the grant funds);
- 6.2.18 overseas travel; and
- 6.2.19 the covering of retrospective costs.

6.3 The Commonwealth may determine further costs to be Ineligible Expenditures and notify the Grantee of these expenditures.

## **7 Conflicts of Interest**

7.1 The Grantee must disclose if any of their personnel:

- 7.1.1 has a relationship with, or interest in, an organisation, which is likely to interfere with or restrict the Grantee from carrying out the Activities and/or implementing the Work Schedule fairly and independently; or
- 7.1.2 has a relationship with, or interest in, an organisation which may be awarded work in relation to a nominated project or is otherwise to be involved in the implementation of the Work Schedule.

7.2 The Grantee must include in the Work Schedule:

- 7.2.1 any details of any real, apparent, or potential conflicts of interest (as detailed in 7.1) that may arise in relation to the Grantee's nominated projects, or the program;
- 7.2.2 details of how the Grantee proposes to manage these or any other conflict of interest that may arise; or
- 7.2.3 that to the best of their knowledge, there are no conflicts of interest.

7.3 The Grantee must include in the Work Schedule details of the arrangements it will implement to effectively manage conflicts of interest in relation to the conduct of projects. If a Grantee later identifies an actual, apparent, or perceived conflict of interest during the conduct of an Eligible Project, they must inform the Commonwealth Representative of the conflict of Interest in writing immediately; and detail how they intend to manage it.

## **8 Media Releases**

8.1 If the Grantee proposes to issue any media release relating to an Eligible Project, it must:

- 8.1.1 at least two business days prior to its proposed release, unless otherwise agreed by the Commonwealth, provide a copy of the proposed media release to the Commonwealth and obtain the Commonwealth's agreement to the media release; and
- 8.1.2 provide the relevant local Federal Member of Parliament with the opportunity to participate in the media release.

8.2 Within seven calendar days of receipt of an instalment, the Grantee must provide via email to the relevant local Federal Member of Parliament (with a copy provided to the Commonwealth) a summary of all Eligible Projects, commencing, in progress, and completing in a Federal Electorate and the funds claimed against those Eligible Projects under this Grant Agreement.

## **9 Eligible Project Events**

9.1 If the Grantee proposes to hold a works commencement ceremony, opening ceremony or any other event in relation to the commencement/opening/reopening of an Eligible Project, they must inform the Commonwealth and the relevant local Federal Member of Parliament of the proposed ceremony or event:

- 9.1.1 at least two weeks before the proposed ceremony or event is to be held; and
- 9.1.2 provide details of the proposed ceremony or event, including proposed invitees and order of proceedings.

## **10 Signage**

10.1 The Grantee must erect a sign for each Eligible Project over \$10,000, at the time work on the Eligible Project commences.

10.2 The sign must be erected in accordance with the Signage Guidelines available on the Department's website.

## **11 Changes to Grantees and Eligible Projects**

11.1 Grantees must notify the Commonwealth of significant changes that are likely to affect an Eligible Project or their participation in the LRCI Program. This includes any key changes to the Grantee's organisation, particularly if it affects their ability to complete an Eligible Project, carry on their business and pay debts due.

11.2 A Grantee's Representative is the Formal Contact the Grantee uses for the Roads to Recovery program unless otherwise agreed by the Commonwealth. A Grantee must inform the Commonwealth of any changes to their:

- 11.2.1 name;
- 11.2.2 addresses;
- 11.2.3 Grantee's Representative details; or

11.2.4 bank account details.

11.3 Any changes to a Grantee's Representative identified at 11.2 must follow the process notified by the Commonwealth.

## C. Duration of the Grant

Activity start date	Activity Completion Date
The Activity starts on 1 July 2020	and ends on 31 December 2021

### 12 Activity Timeframe

12.1 Construction activity on Eligible Projects must be undertaken between 1 July 2020 and 30 June 2021, other costs associated with Eligible Projects may continue to 31 December 2021.

12.2 The Agreement ends on 30 June 2022 which is the **Agreement End Date**.

## D. Payment of the Grant

13 The total amount of the Grant is the Nominal Funding Allocation approved in relation to the Grantee contained in the Letter of Offer.

13.1 A Grantee's bank account for the LRCL program is the bank account the Grantee uses for the Roads to Recovery Program. A change to a bank account must follow the process notified by the Commonwealth.

### 14 Grant Instalments

14.1 Grant Instalments will be paid in accordance with the instalments set out in Table 1 below, subject to:

14.1.1 any necessary amendments being made to the *Financial Framework (Supplementary Powers) Regulations 1997* to authorise expenditure being made under the LSCI program;

14.1.2 receipt of required Reports by the Commonwealth;

14.1.3 the Commonwealth's decision on Reports and information provided therein;

14.1.4 the required information contained in Work Schedules;

14.1.5 the Commonwealth's consideration of other relevant information;

14.1.6 compliance by the Grantee with its obligations under this Agreement; and

14.1.7 any further requirements in the Local Roads and Community Infrastructure Program Guidelines (as in force at the time the decision to make a payment is made) being met.

**15 Payments will be paid in accordance with Table 1: Grant Payments**

<b>Table 1: Grant Payments</b>		
<b>Payment milestone</b>	<b>Grant payment date</b>	<b>Amount</b>
First Instalment:  Work Schedule approval payment	Within four weeks of the Work Schedule being approved.	The first payment will be equal to 50 per cent of a Grantee's Nominal Funding Allocation.
Second Instalment:  Top up - mid program progress payment	Within four weeks of the Secretary of the Commonwealth or their Delegate's decision on the following: 1) an updated Work Schedule; and 2) the second Quarterly Report submitted between 1–31 January 2021.	<p>The Second Instalment will be equal to the Grantee's:</p> <ul style="list-style-type: none"> <li>• actual expenditure up until 31 December 2020; and</li> <li>• projected expenditure to 31 March 2021 on Eligible Projects in an Approved Work Schedule</li> </ul> <p><b>less:</b></p> <ul style="list-style-type: none"> <li>• the First Instalment; and</li> <li>• 10 per cent of the Nominal Funding Allocation.</li> </ul> <p>If, following the method of calculation above, the Grantee's second instalment would be less than zero, the Grantee will not receive any money in their second instalment.</p>
Second Instalment:  Early Access	If all grant money has been expended in advance of 1 January 2021. Within four weeks of the Secretary of the Commonwealth's or their Delegate's decision on the following: 1) an updated Work Schedule; and 2) an Ad hoc report.	<p>The Second Instalment will be equal to the Grantee's:</p> <ul style="list-style-type: none"> <li>• actual expenditure up until 31 December 2020; and</li> <li>• projected expenditure to 31 March 2021 on Eligible Projects in an Approved Work Schedule</li> </ul> <p><b>less:</b></p> <ul style="list-style-type: none"> <li>• the First Instalment; and</li> <li>• 10 per cent of the Nominal Funding Allocation.</li> </ul> <p>If, following the method of calculation above, the Grantee's second instalment would be less than zero, the Grantee will not receive any money in their second instalment.</p>

Third Instalment:  Final payment	Within four weeks of the Secretary of the Commonwealth or their Delegate's decision being made to release the final instalment upon receipt of the Annual Report.	The Third Instalment will be the lesser of: <ul style="list-style-type: none"> <li>the residual amount of a Grantee's Nominal Funding Allocation; or</li> <li>total eligible expenditure under the program</li> </ul> <b>less</b> instalments paid to date.
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## E. Reporting

**16** The Grantee agrees to update Work Schedules in accordance with;

- 16.1 the Local Roads and Community Infrastructure Program Guidelines as in force from time to time; and
- 16.2 any other requirements notified by the Commonwealth.
- 16.3 At a minimum, a Grantee must update a Work Schedule in accordance with any requirements notified by the Commonwealth, immediately prior to submitting the second Quarterly Report or immediately before submission of an Ad hoc report for Early Access to the Second Instalment.

**17** The Grantee agrees to create the following reports in the manner and form specified by the Commonwealth and provide the reports to the Commonwealth representative:

- 17.1 Quarterly Reports;
- 17.2 Annual Reports;
- 17.3 Ad hoc Reports (if required).
- 17.4 The Grantee must provide Reports in accordance with the timeframes at **Table 2: Reports** unless 17.5 applies.
- 17.5 If the Grantee has expended all Grant funds and/or returned any Grant funds additional to the requirements of the Activity, after providing the Quarterly Report for the quarter in which this occurs, the Grantee will not be required to provide any further Quarterly Reports, but will be required to provide the Annual Report.

<b>Table 2: Reports</b>		
<b>Lodgement period for Quarterly Reports</b>	<b>Quarter: Actual expenditure period</b>	<b>Quarterly Report</b>
1–31 October 2020	1 July to 30 September 2020	Mid payment update of Work schedule. Actual expenditure and eligible project updates for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 January 2021	1 October to 31 December 2020	Actual expenditure and eligible project updates for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–30 April 2021	1 January to 31 March 2021	Actual expenditure and eligible project updates for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
Annual Report must be provided by 14 August 2021	1 July 2020 to 30 June 2021	Annual Report  Actual expenditure and eligible project updates from 1 July 2020/Commencement of program to 30 June 2021.

1–31 October 2021	1 July 2021 – 30 September 2021 (if required)	Actual expenditure for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 January 2022	1 October 2021 to 31 December 2021 (if required)	Actual expenditure for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.

## 18 Quarterly Reports

- 18.1 Quarterly Reports must be in the manner and form notified by the Commonwealth.
- 18.2 A Quarterly Report must include the following information:
  - 18.2.1 the amount of Grant funding spent (actual expenditure) for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates;
  - 18.2.2 the amount of Grant funding (proposed expenditure) which the Grantee intends to spend on Eligible Projects in the quarter following the report;
  - 18.2.3 details of progress towards completion of Eligible Projects;
  - 18.2.4 estimated and/or confirmed jobs supported by the Grant funding; and
  - 18.2.5 such other information notified by the Commonwealth from time to time.
- 18.3 The figures in the Quarterly Reports should be prepared on an accrual basis.

## 19 Annual Reports

- 19.1 Annual Reports must be in the manner and form notified by the Commonwealth.
- 19.2 Annual Reports must include the following information:
  - 19.2.1 Total amount of Grant funding made available and subsequently received over the financial year;
  - 19.2.2 Total amount of Grant funding spent on Eligible Projects;



- 19.2.3 Total amount (if any) of Grant funding unspent and either returned or will be returned to the Commonwealth;
- 19.2.4 a written Financial Statement by the Chief Executive Officer or equivalent officer however named. The Financial Statement must be in the form specified by the Commonwealth and include:
  - 19.2.4.1 the amount of Grant payment which remained unspent from the financial year;
  - 19.2.4.2 the amount of Grant payments received by the Grantee in the financial year;
  - 19.2.4.3 the amount of Grant payments available for expenditure by the Grantee on Eligible Projects in that year;
  - 19.2.4.4 the amount spent by the Grantee during that year out of the Grant payments available for expenditure by the Grantee during that year;
  - 19.2.4.5 the amount (if any) retained at the end of that year by the Grantee out of Grant payments available for expenditure by the Grantee during that year and which remained unspent at the end of that year;

Note: The figures in the Chief Executive Officer's financial statement should be calculated on an accrual basis.

- 19.2.5 a report in writing and signed by an appropriate auditor stating whether, in the auditor's opinion:
  - 19.2.5.1 the Chief Executive Officer's financial statement is based on proper accounts and records;
  - 19.2.5.2 the Chief Executive Officer's financial statement is in agreement with the accounts and records;
  - 19.2.5.3 the expenditure referred to in subparagraph (d)(iv) has been on Eligible Projects under the LRCI Program; and
  - 19.2.5.4 the amount certified by the Chief Executive Officer in the Chief Executive Officer's financial statement as the Grantee's own source expenditure is based on, and in agreement with, proper accounts and records.

19.2.6 Any further information notified by the Commonwealth.

## **20 Ad Hoc Reports**

- 20.1 If the Grantee has spent all of their First Instalment in advance of 1 January 2021, the grantee can submit an Ad hoc report to access their Second Instalment of Grant funds early.
- 20.2 An Ad hoc report must be in the manner and form specified by the Commonwealth.
- 20.3 An Ad hoc report must contain the following information:

- 20.3.1 the amount of Grant funding spent from 1 July 2020 until the date specified in the Ad Hoc Report;
- 20.3.2 the amount of grant funding which the Grantee intends to spend on Eligible Projects following the report until 31 March 2021;
- 20.3.3 details of progress towards completion of Eligible Projects; including any evidence required per the Local Roads and Community Infrastructure Program Guidelines;
- 20.3.4 estimated and/or confirmed jobs supported by Grant funding; and
- 20.3.5 such other information notified by the Commonwealth from time to time.

20.4 The submission of an Ad hoc report does not negate the requirement to submit Quarterly Reports or an Annual Report.

## **F. Party representatives and address for notices**

### **Grantee's representative and address**

The Grantee's Representative is the Grantee's Formal Contact under the Roads to Recovery program unless otherwise agreed by the Commonwealth.

### **Commonwealth representative and address**

Name of representative	Daniel Caruso
Position	Assistant Secretary, COVID Recovery Infrastructure Investment Stimulus
Postal address	GPO Box 594, Canberra Australian Capital Territory 2601
Physical address	111 Alinga Street, Canberra, Australian Capital Territory
Business hours telephone	02 6274 6522
Email	Daniel.Caruso@infrastructure.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

## **G. Activity Material**

N/A.

## **Supplementary Terms from Clause Bank**

### **1. Other Contributions**

N/A

### **2. Activity budget**

N/A

### **3. Intellectual property in Activity Material**

N/A

#### **3A. Intellectual property – research**

N/A

#### **3B. Creative Commons licence**

N/A

### **4. Access/Monitoring/Inspection**

#### **4.1. The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:**

- (a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
- (b) permission to inspect and take copies of any Material relevant to the Activity.

#### **4.2. The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause CB4.1.**

#### **4.3. This clause CB4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).**

### **5. Equipment and Assets**

N/A

### **6. Specified Personnel**

N/A

### **7. Relevant qualifications, licences, permits, approvals or skills**

#### **7.1. The Grantee agrees to ensure that personnel performing work in relation to the Activity: and**

- (a) are appropriately qualified to perform the tasks indicated;
- (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity and
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

### **8. Vulnerable Persons**

N/A

9. **Child safety**

N/A

10. **Commonwealth Material, facilities and assistance**

N/A

11. **Jurisdiction**

N/A

12. **Grantee trustee of Trust**

N/A

13. **Fraud**

13.1. In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

13.2. The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

13.3. If the Grantee becomes aware of:

(a) any Fraud in relation to the performance of the Activity; or

(b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

13.4. The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

13.5. The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

13.6. This clause survives the termination or expiry of the Agreement.

14. **Prohibited dealings**

N/A

15. **Anti-corruption**

15.1. In this Agreement:

**Illegal or Corrupt Practice** means directly or indirectly:

(a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or

(b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

- 15.2. The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.
- 15.3. The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:
- (a) engage in an Illegal or Corrupt Practice; or
  - (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the Criminal Code Act 1995 (Cth).
- 15.4. The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in CB15.3 in relation to the performance of the Activity.
- 16. Step-in rights**
- N/A
- 17. Grant Administrator**
- N/A
- 18. Management Adviser**
- N/A
- 19. Indemnities**
- N/A
- 20. Compliance with Legislation and policies**
- 20.1. In this Agreement: Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority
- 20.2. The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.
- 20.3. The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).
- 21. Work health and safety**
- 21.1. The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.
- 21.2. If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause ST21.1.
- 21.3. When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the

Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

**22. Transition**

N/A

**23. Corporate governance**

N/A

**23A. Incorporation requirement**

N/A

**24. Counterparts**

N/A

**25. Employees subject to SACS Decision**

N/A

**26. Program interoperability with National Disability Insurance Scheme**

N/A

**27. Rollover of surplus and uncommitted funds**

N/A

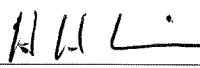

**28. Secret and Sacred Indigenous Material**

N/A

## Signature

Executed as an agreement:

### Grantee

Full legal name of the Grantee <name of the grantee> <ABN of the grantee>	The Shire of Sandstone  34 049 933 669
Signatory Name	Harry Hawkins <div style="border: 1px solid black; padding: 2px; display: inline-block;">CHIEF EXECUTIVE OFFICER SHIRE OF SANDSTONE</div>
Signature	
Date	13/7/2020
Witness Name	Rhonda Miles.
Signature and date	 13/7/2020

### Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Commonwealth of Infrastructure, Transport, Regional Development and Communications	
Name	
Position	
Date	
Signature	
Witness Name	
Signature and date	

## **Schedule 1: Commonwealth Standard Grant Conditions**

### **1. Undertaking the Activity**

- 1.1. The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.
- 1.2. The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:
  - (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
  - (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

### **2. Payment of the Grant**

- 2.1. The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.
- 2.2. Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:
  - (a) the Grantee has not complied with this Agreement;
  - (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
  - (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.
- 2.3. A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.
- 2.4. The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

### **3. Acknowledgements**

- 3.1. The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.
- 3.2. The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.
- 3.3. The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

### **4. Notices**



- 4.1. Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.
- 4.2. A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.
- 4.3. A notice is deemed to be effected:
  - (a) if delivered by hand - upon delivery to the relevant address;
  - (b) if sent by post - upon delivery to the relevant address; or
  - (c) if transmitted electronically - upon actual receipt by the addressee.
- 4.4. A notice received after 5.00 pm, or on a day that is a Saturday, Sunday or public holiday, in the place of receipt, is deemed to be effected on the next day that is not a Saturday, Sunday or public holiday in that place.
- 4.5. The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature, provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 8.

## **5. Relationship between the Parties**

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

## **6. Subcontracting**

- 6.1. The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.
- 6.2. The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

## **7. Conflict of interest**

- 7.1. Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.
- 7.2. If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:
  - (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
  - (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

## **8. Variation, assignment and waiver**

- 8.1. This Agreement may be varied in writing only, signed by both Parties.

- 8.2. The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.
- 8.3. The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.
- 8.4. A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

## **9. Taxes, duties and government charges**

- 9.1. The parties have entered into this Grant Agreement on the understanding that the Commonwealth and the Grantee are both government related entities, and that the amount of the Grant and anything else the Grantee receives from another entity in relation to any supply under this Agreement does not exceed the Grantee's cost of making that supply. On this basis, and in accordance with GSTR 2012/2 the parties rely on s.9-17 of the GST Act for no GST being imposed in connection with a supply made under this Agreement. Consequently, the actual and projected expenditure the Grantee reports to the Commonwealth must exclude the GST component on goods and services, and the payments the Commonwealth makes under this Agreement will not include GST.
- 9.2. The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.
- 9.3. If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
- 9.4. If at the commencement of the Agreement the Grantee is not registered for GST and during the term of the Agreement the Grantee becomes, or is required to become, registered for GST, the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST.

## **10. Spending the Grant**

- 10.1. The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.
- 10.2. Within one month after the Activity Completion Date, the Grantee agrees to provide a statement signed by the Grantee in a form specified by the Commonwealth verifying the Grant was spent in accordance with this Agreement.

## **11. Repayment**

- 11.1. If any amount of the Grant:
  - (a) has been spent other than in accordance with this Agreement; or
  - (b) is additional to the requirements of the Activity; then the Commonwealth may by written notice:

- (c) require the Grantee to repay that amount to the Commonwealth;
  - (d) require the Grantee to deal with that amount as directed by the Commonwealth;
- or
- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.
- 11.2. If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:
- (a) the Grantee must do so within the time period specified in the notice;
  - (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
  - (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

## **12. Record keeping**

- 12.1. The Grantee agrees to keep financial accounts and other records that:
- (a) detail and document the conduct and management of the Activity;
  - (b) identify the receipt and expenditure of the Grant separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
  - (c) enable all receipts and payments related to the Activity to be identified and reported.
- 12.2. The Grantee agrees to keep the records for five years after the Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

## **13. Reporting and Liaison**

- 13.1. The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.
- 13.2. In addition to the obligations in clause 13.1, the Grantee agrees to:
- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and
  - (b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements,  
in relation to the Activity.
- 13.3. If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.
- 13.4. The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the Criminal Code Act 1995 (Cth).

## **14. Privacy**

- 14.1. When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the Privacy Act 1988 (Cth); and
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

**15. Confidentiality**

- 15.1. The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.
- 15.2. The Commonwealth may disclose the Grantee's confidential information where;
  - (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
  - (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
  - (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

**16. Insurance**

- 16.1. The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

**17. Intellectual property**

- 17.1. Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.
- 17.2. This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
- 17.3. The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.
- 17.4. The licence in clause 17.3 does not apply to Activity Material.

**18. Dispute resolution**

- 18.1. The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.
- 18.2. Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.
- 18.3. The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.
- 18.4. Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5. Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6. The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

## **19. Reduction, Suspension and Termination**

### **19.1. Reduction in scope of agreement for fault**

19.1.1. If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2. The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3. In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

### **19.2. Suspension**

19.2.1. If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or
- (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2. If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or
- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause

19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

**19.3. Termination for fault**

19.3.1. The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2. The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

**20. Cancellation or reduction for convenience**

20.1. The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2. On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from that reduction or cancellation;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3. In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4. In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

- 20.5. The Commonwealth's liability to pay any amount under this clause is:
- (a) subject to the Grantee's compliance with this Agreement; and
  - (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.
- 20.6. The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.
- 20.7. The Commonwealth will act reasonably in exercising its rights under this clause.

## 21. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance);
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions; and
- Any applicable provisions included from the clause bank; and
- Any other clause which expressly or by implication from its nature is meant to survive.

## 22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.

- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
  - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
  - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
  - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
  - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.



## Schedule 2: Work Schedule

### Nominating Projects through the Work Schedule

1. The Department will provide a form that the Grantee must complete and submit to the Department at [IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au).
2. The following information must be provided for each project an Eligible Funding Recipient proposes to spend LRCI Program funds on:
  - a. the project type (small <\$10,000 or normal >\$10,000);
  - b. the work category;
  - c. the work location or address, and primary road if relevant;
  - d. data for use in a Geographical Information System in the manner and form required by the Department;
  - e. description of the proposed project and work proposed;
  - f. the problem the proposed project is seeking to address;
  - g. the estimated construction start and completion date (physical not financial).
  - h. the estimated total cost of the project, excluding GST;
  - i. whether the project is being fully funded by the LRCI Program;
  - j. the estimated council or other funding co-contributions (if applicable);
  - k. how much LRCI Program funding is required;
  - l. if the project land or asset is state/territory/crown or Commonwealth owned, please provide evidence of authority to undertake the project from the land or asset owner;
  - m. the benefits from each project, including:
    - o primary project goal;
    - o estimated number of full time equivalent jobs supported over the construction period; and
    - o any specific outputs/project activities being undertaken, for example:
      - i. repair of 400 metres of fencing;
      - ii. installation of ten waste and recycling bins to a Council's local park;
      - iii. building of a swing set for children's play; or
      - iv. painting of a community hall.
  - n. conflict of interest declarations in accordance with requirements.
3. Once an approved project has been completed, Funding Recipients will need to detail whether the project goal has been achieved, and if it not, what outcome has been achieved and why.
4. Funding Recipients may group a series of individual projects valued at less than \$10,000 that are of the same or similar nature as one 'group project'. In these circumstances, the Funding Recipient must provide the same information as individual projects with the following modifications:
  - o. a general description of each group project;
  - p. the location and cost (excluding GST) of each small funded project within the group project;
  - q. the estimated total cost of the group project, excluding GST as a whole;
  - r. how much LRCI Program funding is required for the group project as a whole;
  - s. the estimated start date of the first of the small funded projects in the group project to begin and the scheduled completion date of the small funded project in

- the group expected to be completed last;
- t. specifies the overall expected outcome from the group project;
  - u. the collective benefits from each group project, including:
    - o primary project goal;
    - o estimated amount of full time equivalent jobs supported over the construction period; and
    - o each specific outputs/project activity being undertaken (e.g. Xkm of road resealed/Repair of 400m of fencing/Add ten waste and recycling bins to Council's local park/ Building of swing set for children's play/Painting of a community hall).