
MEMORANDUM OF UNDERSTANDING

PEEL REGIONAL TRAILS PROJECT

PEEL DEVELOPMENT COMMISSION

AND

SHIRE OF SERPRENTINE-JARRAHDALE

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THIS MEMORANDUM OF UNDERSTANDING is made on the _____ day of May 2024.

BETWEEN:

Peel Development Commission, of 45 Mandurah Terrace, Mandurah, WA 6210.
(Commission)

AND

Shire of Serpentine-Jarrahdale **(Recipient)**, of 6 Paterson Street, Mundijong, WA 6123.

RECITALS

- (a) The Peel Development Commission **(Commission)** administers the Commonwealth's grant awarded by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts under the Priority Community Infrastructure Program.
- (b) The Recipient has applied for grant funding for the Gooralong Trail Precinct – New Car Park Upgrade (the **Project**).
- (c) The Commission will provide the Funding for the Project on the understandings set out in this Memorandum of Understanding.

OPERATIVE PART

THE PARTIES AGREE as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Memorandum of Understanding, unless repugnant to the context:

Additional/New Milestones has the meaning given to it in clause 4.1(c).

Auditor means the Auditor General or a person who is independent of, and not related in any way to, the Recipient and is a member of CPA Australia, the Institute of Public Accountants in Australia or the Institute of Chartered Accountants in Australia.

Auditor General means the Auditor General for the State.

Business Day means a day which is not a Saturday, Sunday or public holiday in the State.

Capital Works means any part of the Project that comprises construction and building activities.

Commencement Date means the execution date of this Memorandum of Understanding.

Commonwealth means the Commonwealth of Australia.

Contact Officer has the meaning given in clause 6 of this Memorandum of Understanding.

Date for Project Completion means the date by which the Recipient must complete the Project set out in item 4.2 of Schedule 4.

Evaluation or Audit means one or more of an audit, examination, investigation, inspection, review, evaluation, or a similar activity.

Final Report has the meaning given in Schedule 5 to this Memorandum of Understanding.

Funding means the amount specified in item 2 of Schedule 4.

Grant Agreement means the agreement between the Commission and the Commonwealth's Department of Infrastructure, Transport, Regional Development, Communications and the Arts relating to the grant awarded under the Priority Community Infrastructure Program.

Law means all applicable present and future laws including:

- (a) all acts, ordinances, regulations by-laws, orders, awards and proclamations of the State or the Commonwealth;
- (b) principles of law or equity; and
- (c) standards, codes, policies and guidelines.

Milestones means the milestones set out in item 4.3 of Schedule 4, with each milestone in relation to an Obligation being the date by which that Obligation must be completed, and includes the Date for Project Completion.

Memorandum of Understanding means this Memorandum of Understanding, including its recitals and any schedules and annexures.

Notification means a notice by the Commission given in accordance with this Memorandum of Understanding that in the Commission's opinion the Recipient has properly complied with and fulfilled all of its Obligations, including that the Final Report provided by the Recipient in accordance with Schedule 5 is satisfactory.

Obligation means an obligation in this Memorandum of Understanding.

Party means each of the Commission or the Recipient as the context requires, and **Parties** means both of them.

Project means the initiative or activities described in item 4 of Schedule 4.

Project Budget means the budget set out in item 4.4 of Schedule 4.

Senior Staff Member means a staff member of the Recipient who performs or holds any executive or managerial role including the role of Director General, chief executive officer, chief financial officer or an equivalent or similar role, or the role of head of a department or division, manager, senior project officer, or any other senior role.

Shortfall has the meaning given to it in item 5.1 of Schedule 4.

Schedule means any schedule to, and forming part of, this Memorandum of Understanding.

Special Conditions means the conditions in item 5 of Schedule 4.

State means the State of Western Australia.

Third Party means a non-State party or any part of the State other than the Recipient or the Department.

Third Party Agreement has the meaning given to it in Clause 12.

1.2 Interpretation

In this Memorandum of Understanding unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to a person include an individual, the estate of an individual and any type of entity or body of persons, including a corporation, an incorporated or unincorporated association or parties in a joint venture, a partnership or a trust and the legal personal representatives, successors and assigns of that person;

- (d) references to the State includes each and every agency department, instrumentality and emanation of the State;
- (e) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (f) references to this Memorandum of Understanding or any other instrument include this Memorandum of Understanding or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties;
- (g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include email and facsimile transmission;
- (h) if a word or a phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (i) references to this Memorandum of Understanding include its recitals, schedules and annexures;
- (j) references to time are local time in Perth, Western Australia;
- (k) where time is to be reckoned from a day or event, that day or the day of that event is to be included;
- (l) references to currency are to Australian currency unless otherwise stated;
- (m) a reference to any thing is a reference to the whole and each part of it, and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (n) when the day or last day for doing an act is not a Business Day, then the day or last day for doing the act will be the directly preceding Business Day;
- (o) if the word "including" or "includes" is used, the words, "without limitation" are taken to immediately follow;
- (p) the phrases "described in", "set out" and "specified in" shall all read as if the words "expressly or impliedly" appear immediately before them; and
- (q) reference to a contractor or sub-contractor means a contractor or sub-contractor at any tier.

2 COMMISSION

- (a) Pursuant to the Grant Agreement the Commission is to administer Commonwealth's Priority Community Infrastructure Program.
- (b) In the administration of that Program and in accordance with the Grant Agreement, the Commission will provide the Funding to the Recipient on the understandings established in this Memorandum of Understanding.

3 SCOPE OF THIS MEMORANDUM OF UNDERSTANDING

- (a) The Parties agree that this Memorandum of Understanding is not contractually or legally binding and that this Memorandum of Understanding does not

impose any legal liability on either Party or their respective employees and advisers.

- (b) The Parties agree that this Memorandum of Understanding does not constitute any representation, offer or invitation that is capable of acceptance, or that could form the basis of an estoppel.
- (c) The Recipient must:
 - (i) carry out all aspects of the agreed Project and fulfil its Obligations in a competent, diligent, satisfactory and professional manner, and to a high standard;
 - (ii) commit to delivering final completion of the Project by 31 December 2026, unless otherwise agreed by the Commonwealth, via the Commission;
 - (iii) submit an acquittal report to the Commission by 25 March 2027, or within three (3) months of Project Completion, whichever is earlier, unless otherwise agreed by the Parties;
 - (iv) maintain and operate the completed Capital Works for five years following the Date for Project Completion and if requested to do so, promptly provide evidence to the Commonwealth, via the Commission, that the completed Capital Works are maintained and operational.
 - (v) comply with this Memorandum of Understanding; and
 - (vi) provide funding and other resources, including human resources, adequate to properly meet its Obligations.
- (d) The Commission must pay to the Recipient the Funding in the manner set out in Schedule 4 and the Recipient must use the Funding to carry out the Project and for no other purpose.
- (e) The Recipient must:
 - (i) notify the Commission of legal proceedings, arbitration or administrative proceedings or debt recovery actions pending or threatened against the Recipient (in any capacity, including as against the Commonwealth acting through the Recipient) as soon as practicable after the institution of those proceedings or that debt recovery action;
 - (ii) notify the Commission immediately if the Recipient (in any capacity, including where the Commonwealth acts through the Recipient) is in breach of any Law, receives an audit qualification or breaches, fails to obtain or is under scrutiny through an inquiry or decree in respect to (as applicable) any consent, registration, approval, licence or permit or agreement, order or award binding on the Recipient (in any capacity, including where the Commonwealth is acting through the Recipient) or which the Recipient requires in order to carry out one or both of the Project or its functions;
 - (iii) notify the Commission immediately if the Recipient becomes aware of any fraud or corruption in relation to the Project, the Funding, any interest which accrues on the Funding, or this Memorandum of Understanding.
- (f) The Recipient must:

- (i) keep and maintain accurate, complete, up-to-date, properly detailed written records of income, expenditure, work, activities, progress, setbacks, problems and business and commercial arrangements and dealings in relation to this Memorandum of Understanding and the Project, and promptly provide the Commission with information or documentation (relating in any way to the Project or this Memorandum of Understanding) requested by the Commission. The Recipient must ensure that all such information or documentation (as the case may be) is accurate, complete, up-to-date, properly detailed and not in any way misleading or deceptive;
- (ii) establish a separate account or cost centre within its financial system solely for the Funding and any interest which accrues on the Funding.

4 OBLIGATIONS OF RECIPIENT

4.1 Use of Funding

- (a) The Recipient must use the Funding (and any interest which accrues on the Funding) for the carrying out of the Project in accordance with this Memorandum of Understanding and the Project Budget. All of this expenditure must be affected in a commercially prudent, sensible and reasonable manner.
- (b) In carrying out the Project, the Recipient must comply with and meet all Milestones including completing the Project by the Date for Project Completion.
- (c) By signing this Memorandum of Understanding, the Recipient confirms they are committed to delivering the Project and have the required expertise, operational capability and capacity to carry out the Project.
- (d) Without in any way limiting any other part of this Memorandum of Understanding, if the Recipient fails to comply with or meet a Milestone, the Commission, if directed by the Commonwealth, may at any time impose additional milestones in relation to any aspect of the Project or replace any Milestones with new milestones (**Additional/New Milestones**). The Commonwealth has absolute discretion as to whether to impose additional milestones, or replace existing Milestones, and as to what those new or replacement milestones will be and what aspects of the Project they relate to.
- (e) The Recipient takes full responsibility for delivering the Project and understands they are solely responsible for any cost overruns and are obligated to complete the Project.

4.2 No Changes

The Recipient must not make any changes to the Project or any agreed budget (including the Project Budget) without the prior written consent of the Commonwealth via the Commission, which consent may be withheld in the Commonwealth's absolute discretion.

4.3 No Endorsement

The Recipient agrees that nothing in this Memorandum of Understanding constitutes an endorsement by the Commission of any goods or services provided by the Recipient.

4.4 Project Promotion

- a) The Recipient agrees not to make any public announcement, including by social media, in connection with the awarding of the Funding without the Commonwealth's prior written approval, via the Commission.
- b) Any communications in relation to the Priority Community Infrastructure Program, related Projects and this Memorandum of Understanding including presentations, publications, signage, articles, newsletters, or other related literary works must equally represent the Parties when Project logos are displayed, including containing the Commonwealth's and the Recipient's logos and names in an equally prominent position.
- c) The respective roles of the Parties must be acknowledged at relevant fora, conferences, and project launches where the Project is promoted.
- d) The Recipient is responsible for arranging launch events of their Project and funding any costs arising therefrom.
- e) The Parties shall:
 - (i) work cooperatively at the senior management and officer levels;
 - (ii) maintain open communication, both formal and informal, to progress the objectives of this Memorandum of Understanding;
 - (iii) share information and knowledge as practicable; and
 - (iv) advise key stakeholders in the Project about arrangements between the Parties.
- f) The Parties must coordinate joint communications when dealing with the media and stakeholders in the Project in relation to the Project on issues of significance or mutual concern, including circulating draft media statements, advertising proposals and advertisements between the Parties for comment prior to publication.
- g) The Recipient must liaise with the Commission prior to releasing, and gain the prior written approval of the Commonwealth (via the Commission) to the release of, any media statement, advertising proposal or advertisement by the Recipient in relation to the Project.

4.5 Accounts and Reporting

- (a) The Recipient must provide the Commission with annual and milestone reports containing the information and within the timeframes set out in Schedules 2 and 3 of this Memorandum of Understanding.

4.6 General Undertakings of the Recipient

The Recipient must:

- (a) at all times, duly perform and observe its Obligations and must promptly inform the Commission of any occurrence that might adversely affect its ability to do so in a material way;
- (b) undertake its Obligations with integrity, good faith and probity;
- (c) comply with all Laws; and

- (d) cooperate fully with the Commission in the delivery of the milestones in this Memorandum of Understanding and participation in the Peel Regional Trails Steering Group.

4.7 Negation of Employment, Partnership and Agency

- (a) The Recipient must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the Commonwealth or Commission or as otherwise able to represent the Commonwealth or Commission.
- (b) The Recipient will not, by virtue of this Memorandum of Understanding, be or for any purpose be deemed to be, an employee, partner, or agent of the Commonwealth or Commission, or have any power or authority to represent the Commonwealth or Commission.

4.8 Notification

- (a) The Commission intends to provide the Recipient with the Notification once it considers that the Recipient has properly complied with and fulfilled all of its Obligations including that the Final Report provided by the Recipient in accordance with Schedule 5 is satisfactory.
- (b) The Recipient acknowledges and agrees that:
 - (i) the Commission has absolute discretion in:
 - (A) determining whether and when it considers that the Recipient has properly complied with and fulfilled all of its Obligations including that the Final Report provided by the Recipient in accordance with Schedule 5 is satisfactory; and
 - (B) determining whether and when to provide the Notification to the Recipient; and
 - (ii) receipt of the Notification does not in any way preclude or prevent the Commission from requiring the Recipient to promptly perform any Obligation of the Recipient which the Commission subsequently discovers has not been properly complied with by the Recipient.

5 EVALUATION AND AUDIT

The Recipient must complete an acquittal report for the Project within twelve (12) weeks following the Project Completion date and submit to the Commission.

At any time until five (5) years after receipt of the Notification by the Recipient, the Commission may arrange for an Evaluation or Audit to be carried out in relation to either or both of the Project and this Memorandum of Understanding by either the Commission, an Auditor, or any other person that the Commission in its absolute discretion wishes to carry out the Evaluation or Audit. If the Commission arranges for an Evaluation or Audit:

- (a) the Commission must notify the Recipient that the Commission has arranged for an Evaluation or Audit to be carried out; and
- (b) the Recipient must allow all persons appointed by the Commission to carry out the Evaluation or Audit to:

- (i) have full access to all documents, records and premises in the control or possession of the Recipient for the purpose of carrying out the Evaluation or Audit; and
- (ii) make and take copies of any and all documents and records in the control or possession of the Recipient relating in any way to either or both of the Project and this Memorandum of Understanding.

6 CONTACT OFFICERS

- (a) Each Party must appoint a staff member to be a contact officer in relation to the Project and this Memorandum of Understanding (this staff member and any replacement staff member performing the same role are referred to in this Memorandum of Understanding as the **Contact Officer**). The Contact Officer for each Party is authorised to act for that Party in relation to this Memorandum of Understanding and is the first point of contact for the other Party in relation to any disputes arising under this Memorandum of Understanding.
- (b) The details of each Party's Contact Officer as at the Commencement Date are set out in Schedule 1.
- (c) If a Party changes its Contact Officer, that Party must notify the other Party in writing of the details (being the same categories of information set out in Schedule 1 for each Contact Officer) of the new Contact Officer within five (5) Business Days after the change.

7 REPAYMENT AND RETENTION OF THE FUNDING

Within twenty (20) Business Days from receipt by the Recipient of any written request from the Commission to provide a Final Report, the Recipient must remit to the Commission any Funding that the Commission has paid to the Recipient and that has not been spent or committed in accordance with this Memorandum of Understanding and any interest which accrues on that Funding.

8 LIMITATION OF LIABILITY

- (a) The Commission is not responsible or liable for the success or otherwise of the Project or for any losses, costs, expenses, liability, fines or penalties suffered or incurred by the Recipient in undertaking the Project.
- (b) If the Funding (and any interest which accrues on the Funding) is insufficient for the Recipient to properly fulfil all of its Obligations, then the Recipient must still fulfil its Obligations at its own cost.

9 FREEDOM OF INFORMATION ACT 1992, FINANCIAL MANAGEMENT ACT 2006 AND AUDITOR GENERAL ACT 2006

- (a) This Memorandum of Understanding and information regarding it is subject to the *Freedom of Information Act 1992*. The Commission may publicly disclose information in relation to this Memorandum of Understanding, including its terms and the details of the Recipient.
- (b) Despite any express or implied provision of this Memorandum of Understanding to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* and the *Auditor General*

Act 2006 are not limited or affected by this Memorandum of Understanding. The Recipient must allow the Auditor General, or an authorised representative, to have access to and audit (or otherwise review, examine or evaluate) the Recipient's records and information concerning either or both of this Memorandum of Understanding and the Project.

10 NOTICES

In order for any notice or other communication (including any request, approval or the like) that may or must be given under this Memorandum of Understanding to be effective, that notice or other communication:

- (a) must be in writing;
- (b) must be given by the Contact Officer of the Party giving notice or by another authorised officer of that Party (who must be a Senior Staff Member) if the Contact Officer is unable to give a notice or communication in a particular instance;
- (c) must be:
 - (i) hand-delivered or sent by prepaid post to the address of the Party receiving that notice or other communication set out in item 1 of Schedule 1;
 - (ii) sent by facsimile to the facsimile number of the Party receiving the notice, set out in item 1 of Schedule 1;
 - (iii) sent by email to the email address of the Party receiving the notice, set out in item 1 of Schedule 1
- (d) subject to paragraph (e) of this clause 10, is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the seventh Business Day after posting; and
 - (iii) in the case of facsimile or email, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

11 DISPUTE RESOLUTION

- (a) If any dispute arises between the Parties in relation to this Memorandum of Understanding, or any matter referred to in this Memorandum of Understanding:
 - (i) the parties understand that the dispute is not a contractual dispute and as set out in clause 3(a), this Memorandum of Understanding is not contractually or legally binding and no contractual rights or obligations arise out of, or are contained in this Memorandum of Understanding, which does not impose any legal liability on either Party or their respective employees and advisers;
 - (ii) that dispute is to be determined by joint decision of the Chief Executive Officer of the Commission and the Chief Executive Officer (or equivalent) of the Recipient both acting reasonably and in good faith; and

- (iii) in the event that a dispute is not determined under subclause 11(a)(ii), the dispute shall be finally and conclusively determined by the Secretary of the Department of Infrastructure, Transport Regional Development, Communications and the Arts.

12 AGREEMENT BETWEEN THE RECIPIENT AND A THIRD PARTY

If the Recipient enters into an agreement or a memorandum of understanding (as appropriate) with a Third Party relating in any way to either or both of this Memorandum of Understanding and the Funding (**Third Party Agreement**), including a Third Party Agreement under which the Third Party is to deliver or fulfil any of the Recipient's Obligations or to provide services to the Recipient to assist or enable it to fulfil its Obligations, the Recipient must ensure that that Third Party:

- (a) has obligations in the Third Party Agreement which, if properly fulfilled, will ensure that the Recipient properly fulfils its corresponding Obligations and to the extent necessary to ensure that that Third Party has these obligations, the Recipient must ensure that the Third Party Agreement mirrors the terms of the Grant Agreement; and
- (b) agrees to the Recipient providing the Commission with any documents that the Third Party provides to the Recipient and to the Commission attending any meetings that the Third Party has with the Recipient if the Commission wishes to obtain copies of such documents or attend such meetings.

13 VARIATION

Any modification, amendment or other variation to this Memorandum of Understanding must be made in writing, and must, unless the Commission directs in writing otherwise, be duly executed by both Parties.

14 ACCESS TO LAND

If the Project is being undertaken on land (whether freehold or Crown land) that is not owned, leased or managed by the Recipient, the Recipient must obtain and have in place from the Commencement Date until receipt of the Notification by the Recipient the written consent of the person owning or leasing that land to undertake the Project on that land.

15 SCHEDULES

Any part of any Schedule to this Memorandum of Understanding is hereby deemed to be a part of this Memorandum of Understanding.

SCHEDULE 1 – CONTACT OFFICERS

1. Notice Addresses

1.1 Commission

Registered Mail:	45 Mandurah Terrace, PO Box 543 MANDURAH WA 6210
Facsimile:	(08) 9535 2119
Email:	peel@peel.wa.gov.au

1.2 Recipient

Registered Mail:	6 Paterson Street, MUNDIJONG WA 6123
Facsimile:	n/a
Email:	info@sjshire.wa.gov.au

2. Contact Officers

2.1 Commission

Name:	[REDACTED]
Job Title:	Agreements Officer
Phone:	[REDACTED]
Facsimile:	(08) 9535 2119
Email:	[REDACTED]
Postal Address:	45 Mandurah Terrace, PO Box 543 MANDURAH WA 6210
Street Address:	45 Mandurah Terrace, MANDURAH WA 6210
Supervisor:	[REDACTED], Acting Director Regional Development

2.2 Recipient

Name:	[REDACTED]
Job Title:	Jarrahdale Trail Coordinator
Phone:	(08) 9526 1111
Facsimile:	n/a
Email:	[REDACTED]
Postal Address:	6 Paterson Street, Mundijong WA 6123
Street Address:	6 Paterson Street, Mundijong WA 6123
Supervisor:	[REDACTED]

2.3 Recipient financial contact

Name:	[REDACTED]
Job Title:	Manager Finance
Phone:	(08) 9526 1111

Email:	[REDACTED]
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SCHEDULE 2 – FINANCIAL REPORT

The Commission intends to provide relevant templates to assist the Recipient in completing its reporting Obligations.

The information listed below is indicative of the information requested by the Commission and may be varied by the Commission from time to time in its absolute discretion.

1. Total approved Priority Community Infrastructure Program budget for the current financial year.
2. Initial estimated cost of the Project.
3. Balance brought forward from previous reporting period.
4. Total monies committed in the current period from Funding and other funds received (if any).
5. Actual payments to date.
6. Forecast cost to complete the Project.

SCHEDULE 3 – PROJECT MILESTONE AND ANNUAL REPORTS

The Commission intends to provide relevant templates to assist the Recipient in completing its reporting Obligations.

The information listed below is indicative of the information requested by the Commission and may be varied by the Commission from time to time in its absolute discretion.

1. Fulfilment of the Recipient's Obligations.
2. To what degree has the Recipient achieved the objectives in fulfilling its Obligations.
3. Milestones/achievements target for the milestone and annual reporting period.
4. Milestones/actual achievements for the milestone and annual reporting period, with evidence provided (e.g. photographs, paid invoices).
5. Explanation of variances between target and actual achievements, including reasons why milestones were not achieved, impediments encountered, action taken to overcome these and potential future impediments if any.
6. Risks in relation to the Project, including in relation to completing the Recipient's Obligations and solutions proposed by the Recipient in relation to these risks.
7. Funding allocation by project category.
8. What the Funding received has been spent on.
9. Copies of contracts entered into between the Recipient and any other party in relation to the Project, including Third Party Agreements.

SCHEDULE 4 – PROJECT DETAILS

1. Use of Funding by the Recipient

Without limiting clause 8(b) in any way, the Recipient must use the Funding (and any interest which accrues on that Funding) to deliver the Project in accordance with this Memorandum of Understanding and for no other purpose.

2. Funding Amount

Funding of \$750,000 (excluding GST) will be provided by the Commonwealth via the Commission (in arrears) to the Recipient in the manner and within the timeframes outlined in item 3.1 of this Schedule 4.

3. Manner in which Funding is to be Paid

3.1. Payment of Project Funding

The Commission will make milestone payments to the Recipient in accordance with this Memorandum of Understanding, once the Commonwealth has provided adequate funds to do so.

Where the Funding is to be paid in multiple tranches, once the first tranche of Funding has been paid to the Recipient, the transfer of any subsequent tranche of Funding is subject to an assessment of the Recipient's prior expenditure on the Project and the material cash at bank balances of the Funding previously paid to the Recipient. The Commission will not make payment of any subsequent tranche of Funding until it is satisfied in its absolute discretion that the Recipient requires further Funding to carry out the Project in accordance with this Memorandum of Understanding.

Deliverable	Payment details and timing	Amount \$
Start-up payment	Upon execution	\$120,000
Public request for tender commenced	Upon acceptance of milestone report	\$50,000
Construction commenced	Upon acceptance of milestone report	\$121,850
50% of project scope complete	Upon acceptance of milestone report	\$280,100
90% of project scope complete	Upon acceptance of milestone report	\$103,050
Acquittal Payment	Upon acceptance of acquittal report	\$75,000
Total payment		\$750,000

4. Detailed Description of Project

4.1. Project Description

- Construction of a sealed carpark, including:
 - At least 30 parking bays
- Landscaping as required;
- Supply and installation of drainage; and
- Construction of a 1.5m wide concrete footpath.

4.2. Recipient's Obligations

The Recipient must perform the Obligations set out in the table below by the Milestone Date (see item 4.3 of this Schedule 4).

Recipient's Obligations	Milestone Date
Public request for tender commenced	13 January 2025
Construction commenced	1 April 2025
50% of project scope complete	1 July 2025
90% of project scope complete	1 October 2025

4.3. Project Budget

Item of Expenditure	Budget (\$) ex GST
Preliminaries	\$78,600
Clearing and Demolition	\$88,250
Drainage	\$72,500
Pavement and Surfacing	\$257,600
Miscellaneous/Provisions	\$11,450
Other eligible expenditure	\$241,600
Total Budget	\$750,000

5. Special Conditions

5.1. Local Products and Services

The Recipient should, where possible use local suppliers when purchasing goods or services or works for the Project.

5.2. Aboriginal Participation

In carrying out the Project, the Recipient must comply with any applicable State policies in relation to creating employment opportunities and engaging and developing relationships with Indigenous peoples.

5.3. Environmental Obligations

The Recipient must comply with the obligations under the *Environment Protection and Biodiversity Conservation Act 1999*, its associated legislative instruments, and all applicable state or territory legislation relating to the environment.

SCHEDULE 5 – ACCOUNTS AND REPORTING

- (a) The Recipient is to provide to the Commission milestone reports upon completion of specific milestones triggering payment requests from the Commonwealth, or as determined from time to time by the Commission, until receipt by the Recipient of the Notification. These milestone reports must be certified by the Chief Executive Officer, Chief Financial Officer or other accountable officer of the Recipient and include:
 - (i) a financial report containing information with respect to the Project, which must include the information set out in Schedule 2; and
 - (ii) a project report which must include the information set out in Schedule 3, showing how and to what extent the Funding (and any interest accrued on the Funding) was spent and the extent to which the Recipient's Obligations were performed and the Milestones met.

For the avoidance of doubt the Commission may:

- (i) request progress reports at more regular intervals than milestone reports.
 - (ii) determine in its absolute discretion what information the Recipient is required to include in a progress report and requiring less information in a progress report than that prescribed in item (a) of this Schedule 5 in any one instance does not constitute a waiver of the Commission's right to receive the information prescribed in item (a) of this Schedule 5 in every other progress report.
- (b) The Recipient is to provide to the Commission an annual report on the Project based on a financial year ending 30 June until receipt by the Recipient of the Notification. These annual reports must be certified by the Chief Executive Officer, Chief Financial Officer or other accountable officer of the Recipient and be audited by an Auditor, and include:
 - (i) a financial report containing information with respect to the Project which must include the information set out in Schedule 2; and

- (ii) a project report which must include the information set out in Schedule 3, showing how and to what extent the Funding (and any interest accrued on the Funding) was spent and the extent to which the Recipient's obligations were performed and the Milestones met.

Note – the annual report on the Project is to be submitted within three (3) months after the end of the financial year to which the annual report relates.

- (c) The Recipient is to provide to the Commission a report (**Final Report**) within three (3) months after receipt by the Recipient of any written request from the Commission to do so, which must be certified by the Chief Executive Officer, Chief Financial Officer or other accountable officer of the Recipient and be audited by an Auditor, and include:
 - (i) a financial report certifying that the Funding (and any interest accrued on the Funding) was used for the Project, confirming the amount of Funding spent and which must include the information set out in Schedule 2; and
 - (ii) a project report which must include the information set out in Schedule 3, showing how and to what extent the Funding (and any interest accrued on the Funding) was spent and the extent to which the Recipient's obligations were performed and the Milestones met.
 - (iii) written certification by a registered and qualified builder, architect or engineer that has inspected the Capital Works on their completion that:
 - (A) the Capital Works meet all the requirements of Project Completion and all other requirements set out in this Memorandum of Understanding; and
 - (B) all statutory requirements have been complied with.

EXECUTION OF THIS MEMORANDUM OF UNDERSTANDING

**For and on behalf of the
Commission:**

For and on behalf of the Recipient:

Andrew Ward
Chief Executive Officer

Paul Martin
Chief Executive Officer