

Application BRFIPV000754

Application Summary

Application ID

BRFIPV000754

Application Title

BRFIPV - AUSCYCLING LIMITED

Program Name

Building Better Regions Fund - Infrastructure Projects Stream - Round 5

Applicant

AUSCYCLING LIMITED

Submitted Date

12/03/2021

Program selection

AUSCYCLING LIMITED

Are you a trustee on behalf of a trust?

No

Do you have an ABN?

Yes

Entity details

ABN

70644149351

Legal name

AUSCYCLING LIMITED

Business name

AUSCYCLING LIMITED

Date of registration

8/09/2020

GST Registered

Yes

Are you a charity registered with the Australian Charities and Not-for-profits Commission (ACNC)?

No

Are you a not-for-profit?

Yes

Program Selection

Program

Building Better Regions Fund - Infrastructure Projects Stream - Round 5

Program Element

Building Better Regions Fund - Infrastructure Projects Stream - Round 5

Eligibility

Eligibility

Select which entity type you are.

An incorporated not for profit organisation

If you are an incorporated not for profit organisation, can you demonstrate your not for profit status through one of the following:

- Current Australian Charities and Not for profits Commission's (ACNC) Registration
- State or territory incorporated association status
- Constitutional documents and/or Articles of Association that demonstrate the not for profit character of the organisation

You will be required to provide evidence later in the application.

If you are a local government body entity, select yes to this question.

No

Is your project located in one of the following eligible locations?

- Very Remote
- Remote
- Outer Regional
- Inner Regional
- Major Cities

Please use the *mapping tool* to determine the eligibility of your project location. Information from the mapping tool will be required throughout your application. We advise you to keep the mapping tool open.

Yes

Can you meet the evidence requirements for the minimum share of project costs?

If you will be making a cash contribution to the project, you must use the Accountant Declaration form available on business.gov.au.

If your project will receive a cash contribution from other sources, you must provide formal documentation confirming the cash contributions from those sources. A template may be found on business.gov.au. If you intend to apply for a co-funding exemption, you will be required to provide evidence to support your case later in the application.

Refer to Section 3.1, Table 1 in the grant opportunity guidelines for further information about varying project circumstances and its impact on the minimum share of project costs.

Yes

Do you own the land and infrastructure for the project?

No

Can you confirm that you have the authority of the land and infrastructure owner to undertake the project at the nominated project site(s)?

You are required to provide a letter from each of the land and infrastructure project owner(s) using the letter template provided on business.gov.au.

Yes

Does your project include the construction, upgrade or extension of infrastructure that provides economic and social benefits to regional and remote areas?

Refer to section 5.1 of the grant opportunity guidelines for further information on eligible and ineligible activities.

Yes

Have construction activities started at the time of application?

No

Applicant address

Business street address**Is the address located in Australia?**

Yes

Address Details

Anna Meares Velodrome
Sleeman Sports Complex
Chandler QLD 4155
Australia

Business postal address**Is the address located in Australia?**

Yes

Address Details

PO Box 4115
Gumdale QLD 4154
Australia

Project information

Project title and description

If your application is successful, we will publish some grant details on GrantConnect and other government publications. Published details include:

- name of the grant recipient
- a project title
- a brief project description and its intended outcome
- amount of grant funding awarded

Project title

Crankworx Cairns Event - Upgrade of the Smithfield Mountain Bike Park

Provide a brief project description for publication.

Ensure your project description focuses on your project's key activities and outcomes. Outline what it is you are going to do and how it will benefit your organisation.

This project would involve the upgrading of the Smithfield Mountain Bike Park which will enable Cairns to host the fourth leg of the Crankworx World Tour from 2022. The bulk of the works would be delivered 2022, involving the construction of 5 new mountain bike courses. Minor reinstatement works would be undertaken in early 2023.

The upgrade will provide year-round legacy course infrastructure by adding an All Age Pump Track and Dual Slalom, which will:

- Increase community participation in the sport - a key priority;
- Attract more tourists to Cairns - projected event visitation of 34,000 in 2022; and
- Increase options for additional mountain bike events to be hosted.

Detailed project description and key activities

This information will be included in your grant agreement if your application is successful.

Provide a detailed description of your project including the project scope and key activities.

Should this funding application be successful, Auscycling will engage the services of **s47G - business information** to upgrade the existing Smithfield Mountain Bike Park, which is partly owned by James Cook University and Queensland Parks and Wildlife Service.

The upgrading of this site will enable Cairns to host the fourth leg of the Crankworx World Tour from 2022 through to 2024 inclusive. The upgrading of the site would be delivered mostly in early 2022, and would involve the construction of 5 state of the art mountain bike courses and then minor reinstatement works in early 2023. The selection of the Smithfield Mountain Bike Park in Cairns as the host city for the fourth leg of the Crankworx World Tour, has been a three-year process. Critically, Crankworx has concluded that the Cairns event site is the standout location in Australia, that can effectively host a Crankworx World Tour Festival.

The Crankworx venue criteria, that was met by Cairns includes the following:

- Located within a 1.5 hour drive to a domestic and international airport;
- Be located as close as possible to regional population centre;
- Provide the required accommodation for 5,000 people within close proximity to the venue;
- Provide a network of Mountain Bike Trails that comply with the detailed Crankworx criteria of slope, height and terrain;
- Have space to create a festival hub environment to ensure the Crankworx Expo is a vibrant element of the festival; and
- Be located in a globally iconic region or city that will appeal to the global mountain biking fraternity.

The selection of Cairns was also supported by the city having hosted the 2017 UCI MTB World Championships. The event delivery model was praised by the UCI as a successful event and highly enjoyed by athletes and spectators.

A Crankworx World Tour event requires the creation of 6 courses. This would be overseen and planned by **s47G - busi** of the world's leading mountain bike trail and event companies, including:

s47G - business information

The project upgrade and delivery would require ongoing engagement with several key stakeholders, including:

QUEENSLAND PARKS & WILDLIFE SERVICE - QPWS are a key stakeholder in the planning and approval of all course development within the

Smithfield Mountain Bike Park. World Trail and QPWS have meticulously reviewed and planned the development of the Crankworx Cairns Slopestyle, Dual Slalom, Speed & Style course development.

JAMES COOK UNIVERSITY - All other required courses are either already in existence or are to be constructed on land controlled by James Cook University (JCU).

DJABUGAY ABORIGINAL CORPORATION - The Djabugay Aboriginal Corporation has been involved in the planning process for the proposed upgrading of the Smithfield site, and for future major and regional events such as the Crankworx World Tour, as the Native Title holders for Barron Gorge National Park, and with the Smithfield site being part of the broader Djabugay estate. The upgrading of the Smithfield site presents a range of opportunities for engaging, training and employing Traditional Owners and indigenous groups. We have discussed engagement across a range of planning and implementation components, including track design, cultural heritage surveys, signage and cultural interpretation, track construction and event management.

This specific activities and details of the site upgrade include the following:

- The creation of 5 new courses at the Smithfield Mountain Bike Park; and
- The addition of year round, legacy course structure including a dual slalom and all age pump track.

Further information can be seen in the attached Project Plan.

Project outcomes

This information will be included in your grant agreement if your application is successful.

Provide a summary of the expected project outcomes.

The outcomes of this project will be extensive and long lasting for the Cairns region, the broader Tropical North Queensland tourism sector and for Queensland. The outcomes of the upgrade of the Smithfield Mountain Bike Park during the project period will include the following:

- Delivery of upgraded facilities at Smithfield Mountain Bike Park including a new course incorporating 6 competitions elements (5 new), an all age pump track and a dual slalom;

s47G - business information

The upgrade of the Smithfield Mountain Bike Park will ensure that the fourth leg of the Crankworx World Tour Mountain Bike event is staged in Cairns for three consecutive years commencing in 2022. This event is forecasted to generate significant outcomes for the region's struggling tourism sector and the broader Cairns economy, with key ANNUAL benefits (from 2022) to include:

s47G - business information

Please see attached proposal for further information.

Events have always played a pivotal role in destination recovery, as they provide a reason to travel to specific destinations within a specific timeframe as opposed to leisure visitors who chose where and when they want to travel. For example, after the Global Financial Crisis Cairns was successful in securing the Cairns Ironman Event which was integral to industry recovery the, and is now regarded as Cairns' premier event, having been running for 10 years. While we have captive domestic audience, events such as the Crankworx World Tour and other events we can attract will only become even more important as international borders restrictions ease and Australians start travelling internationally once again.

Eligible activities

Where your activities involve the replacement of infrastructure, you will need to demonstrate the significant increase in benefit in criterions 1 and 2.

You may select more than one option.

the construction of new infrastructure

Yes

the upgrade to existing infrastructure

Yes

the extension of existing infrastructure

No

the replacement of infrastructure where there is a significant increase in benefit

No

Tourism related infrastructure

Is your project applying for funding for a tourism-related infrastructure project?**\$100 million of the grant funds available under Round Five has been dedicated to supporting tourism-related infrastructure projects.****Refer to Section 2.1.2. in the Grant Opportunity Guidelines.**

Yes

If yes, provide information about how the Covid-19 pandemic has impacted your region's tourism industry (or the region that will benefit from your proposed project) and how your project will provide benefits to the tourism industry to assist in mitigating the impact from the Covid-19 pandemic.**You must attach evidence to support your claims later in this form.**

The tourism sector is a significant employer for the Tropical North Queensland region. According to Tourism Research Australia's Regional Tourism Satellite Accounts 2018-2019, tourism directly and indirectly employs 25,600 people, with a total of 13.2 % of the region's workforce being directly employed in tourism. Due to the drastic drop of visitation caused by Covid-19, there has been a significant loss of working hours and jobs for the sector.

The Tourism Research Australia's National Visitor (NVS) Survey for April – May 2020 shows the overnight spend in April 2020 was down 91% compared to April 2019 and down 82% in May 2020 in comparison to the previous year. Overnight Trips in April were down 86% in comparison to April 2019 and down 67% compared to May 2019.

This project will generate significant economic and social benefits for Cairns through the attraction of increased visitation, visitor spend, length of stay as well as additional employment opportunities for Cairns.

Risk management

Identify risks to the project and how you intend to mitigate the risks.

Risk

Vegetation damage

Describe risk

- Clearing of advanced secondary or successional vegetation – threatened species

Likelihood

Rare

Consequence

Minor

Risk management strategy

The Project Managers have a detailed Construction Environmental Management Plan to mitigate these and other potential vegetation risks

Identify risks to the project and how you intend to mitigate the risks.

Risk

Disturbance of Flora and Fauna

Describe risk

- General habitat clearing and fauna impacts
 - Fauna and human interactions
 - Vegetation clearing: introduction of pest/weed species
 - Traffic movement

Likelihood

Possible

Consequence

Negligible

Risk management strategy

The Project Managers have a detailed Construction Environmental Management Plan to mitigate these and other potential flora and fauna risks

Identify risks to the project and how you intend to mitigate the risks.

Risk

Erosion and Sedimentation

Describe risk

- Vegetation Clearing
- General earthworks
- Drainage aspects

Likelihood

Possible

Consequence

Negligible

Risk management strategy

The Project Managers have a detailed Construction Environmental Management Plan to mitigate these and other potential erosion and sedimentation risks

Identify risks to the project and how you intend to mitigate the risks.

Risk

Wastes and contaminants

Describe risk

- Use of oils, fuels, grease and other hydrocarbons and hazardous substances
- General construction activities: waste generation and disposal

Likelihood

Rare

Consequence

Negligible

Risk management strategy

The Project Managers have a detailed Construction Environmental Management Plan to mitigate these and other potential wastes and contaminants risks

Identify risks to the project and how you intend to mitigate the risks.

Risk

Site accident involving workers

Describe risk

Accident on site resulting in harm to staff/contractors

Likelihood

Rare

Consequence

Major

Risk management strategy

The Project Managers have a very detailed WHSE Site Management Plan that addresses all possible risks and outlines mitigation factors. WHSE officer onsite to implement the plan.

Identify risks to the project and how you intend to mitigate the risks.

Risk

Severe Weather events

Describe risk

Cyclones, and other weather events such as significant rainfall may impact construction period and cause delays.

Likelihood

Possible

Consequence

Minor

Risk management strategy

If required, the project management team will move the construction period beyond April 2022. Subsequent events would then also be postponed for a later date in 2022.

Project management

Describe how the project will be managed from commencement to completion. Include the following information (where applicable):

- **Approvals in place or being sought**
- **How will goods and services be procured**
- **How will you ensure the project is delivered on time, on budget and to the required standards, e.g., will you have a dedicated project manager.**

Project management of the overall project would be jointly lead by AusCycling, s47G - business information. The onsite project management of the track build and upgrade would be implemented by s47G - business information will be contracted to deliver the onsite construction. s47G - busin has an exceptional track record in delivering similar courses and projects across Australia, with many of them being acknowledged through the receipt of awards including:

- Awarded 2017 Parks and Leisure Queensland Playspace Award for the Gladstone Pump Track;
- Awarded 2019 MTBA Power of Partnership Award with Break O'Day Council and Tasmania Parks and Wildlife Services for St Helens Mountain Bike Trails;
- Awarded the 2017 International Trail of the Year, Enduro World Series, Derby, Tasmania, Australia for our innovative design
- Awarded the 2019 International Trail of the Year, Enduro World Series, Derby, Tasmania, Australia for our innovative design;
- Awarded Australia's only International Mountain Biking Association (IMBA) 'Epic Trail' - the Australian Alps Epic at Mt Buller, Victoria.
- Designed and constructed one of the world's most successful mountain bike destinations in Derby, Tasmania.

s47G - business information

s47G - business information is the only Australia to be inducted into the International Mountain Biking Hall of Fame, is a member of the Cycling Australia Hall of Fame and has received multiple Australia Day awards for his contribution to mountain biking.

We currently have the necessary approvals needed for the project from James Cook University (joint owner, letter attached), and we have received land use in principle approval from the Queensland Parks and Wildlife Service (joint owner, letter attached). We have been advised that the approvals required for Cultural heritage, and Ecology will be received upon the success of obtaining funding through this application. We have also gained permission to proceed with this project from the Djabugay Aboriginal Corporation (letter of support attached) who are the traditional owners of the site.

Goods and services will be procured through s47G - business information internal procurement systems, which will involve the procuring goods and services through existing suppliers, the vast majority of which are based within Cairns, given that s47G - business inform is a Cairns based company.

We will ensure that the project is delivered on time, on budget and to the required standards through our provision of Project management hours (in kind and in budget) that have been allowed for during the various project phases to manage external processes to the construction activities as well as construction activities. s47G - business information will also be working directly on the project as well as an experienced construction supervisor who will drive the construction activity.

Maintaining project benefits

At the completion of the project, how will the outputs be maintained in original condition for the period outlined in section 12.8 of the grant opportunity guidelines?

You should outline the operational needs of the project into the future and a strategy to maintain the viability of the completed project.

James Cook University and the Queensland Parks and Wildlife Service (QPWS), co-owners of the site, have an agreement with the Cairns Mountain Bike Club for ongoing use of the site for public recreational use, and ongoing community events. Under this agreement, the Cairns Mountain Bike Club is responsible for the ongoing maintenance of the site, and has been responsible for maintaining the site for the past 10 years under this agreement with JCU and QPWS.

The Cairns Mountain Bike Club has been able to maintain this site through a combined approach of using club volunteers, as well as staff and contractors. The Cairns Mountain Bike Club has been able to secure revenue through the hosting of large scale events at the site, with this revenue used to cover the costs of site maintenance. The Cairns Mountain Bike Club will again secure revenue from our proposed 2022 Crankworx event which will assist in the ongoing maintenance and upkeep of the site.

Employment numbers

An employment factsheet is available on business.gov.au

You must provide numerical values.

What is the total expected additional direct full time equivalent employment (employees and independent contractors) generated during the project period?

Direct employment during the Project Period.

s47G

How many of these employees do you anticipate will be Indigenous?

Direct employment during the Project Period.

s47

What is the total expected additional indirect full time equivalent employment (employees and independent contractors) generated during the project period?

Indirect employment during the Project Period.

s47

How many of these employees do you anticipate will be indigenous?
Indirect employment during the Project Period.

s47

What is the total expected additional direct full time equivalent employment (employees and independent contractors) generated following the project period?

Direct employment following the Project Period.

s47G

How many of these employees do you anticipate will be indigenous?

Direct employment following the Project Period.

s47

What is the total expected additional indirect full time equivalent employment (employees and independent contractors) generated following the project period?

Indirect employment following the Project Period.

s47G

How many of these employees do you anticipate will be indigenous?

Indirect employment following the Project Period.

s47

Project duration

Your project must be completed by 31 December 2023.

The project length will be calculated by the start and end dates you enter.

Estimated project start date

01/02/2022

Estimated project end date

30/04/2023

Estimated project length (in months)

15

Project milestones

Provide details on the project milestones including the key activities occurring at each milestone.

The milestone start and end dates must be between the project start and end dates.

Milestone Name

Execution - signed agreement

Description

We propose that at the commencement of the project, on the signing of the funding agreement, s47G - b1 of total funding is released to allow the project to commence.

Estimated milestone Start Date

01/02/2022

Estimated milestone End Date

08/02/2022

Estimated Cost

\$ s47G - business

Milestone Name

Capital works commencement

Description

We propose that once the capital works program commences (after all necessary permits have been approved), s47G - b1 of total funding is released to assist with capital works costs.

Estimated milestone Start Date

15/02/2022

Estimated milestone End Date

03/03/2022

Estimated Cost

s47G - business int

FOI 23-022

Milestone Name

1 month into capital works program

DescriptionA further ^{s47G - b1} of total funding to be released after the first month of the capital works program being underway.**Estimated milestone Start Date**

15/03/2022

Estimated milestone End Date

01/04/2022

Estimated Cost\$ ^{s47G - business}**Milestone Name**

Project completion

DescriptionAt project completion, we propose that the remaining ^{s47G - b1} of funding is released to Auscycling.**Estimated milestone Start Date**

14/02/2023

Estimated milestone End Date

24/04/2023

Estimated Cost\$ ^{s47G - business}

Project location

Project Site 1

88 McGregor Road
Smithfield QLD 4878
Australia

Estimated % of project value expected to be undertaken at site

100

Project geolocation

A [mapping tool](#) is available on business.gov.au to assist you in determining the location of your project. The latitude and longitude must be in numeric format.

You must provide a geolocation for each project location identified.

Project site name

Smithfield Mountain Bike Park

Project site address latitude

The latitude must be expressed in numeric format. For example, the latitude of Alice Springs is -23.6980.

Valid latitude ranges are -9.00000 to -44.00000

-16.81902

Project site address longitude

The longitude must be expressed in numeric format. For example, the longitude of Alice Springs is 133.8807.

Valid longitude ranges are 96.00000 to 168.00000

145.68075

Project site address remoteness classification

The criteria for the remoteness classification is based on the Australian Bureau of Statistics Remoteness Structure under the Australian Statistical Geography Standard. It is very important that you specify the correct remoteness classification. An error may cause your contribution to be inadequate and your application to be considered ineligible. If your project includes multiple site locations and there is a mix of regional and remote classifications we will consider your entire project location as remote for the purposes of the contribution requirement.

Click here to access the mapping tool that will help you determine the remoteness classification of your project location.

Outer Regional

Exceptional circumstances

Are you applying for an exceptional circumstances exemption to allow you to seek up to 100% grant funding for the Total Eligible Project Cost of your project?

Exceptional circumstances may include:

- drought and/or disaster declaration
- limited financial capacity of the local council
- impact of industry decline
- significant recent change in population or community demographics
- other exceptional circumstances.

Before you consider seeking an exemption, note:

- we will only grant exemptions in very limited circumstances
- if the evidence provided does not include how the exceptional circumstance is preventing you from meeting your cash contribution requirement, or is deemed insufficient, your application will be deemed ineligible and there will be no opportunity to resubmit your application in the same funding round
- we assess all applications, including those granted an exemption, against each of the assessment criteria.

Yes

Please demonstrate your case for exceptional circumstances including how they are preventing you from meeting the cash contribution requirement.

You must attach evidence to support your claims later in this form.

Cairns' economy is very reliant on the tourism sector. Our industry has been severely impacted by Covid-19, with the drastic decrease in both domestic and international visitor numbers as a result of the travel restrictions imposed. This has resulted in a significant loss of income for the tourism sector and the wider business community, with a large number of business closures and subsequent job losses.

The tourism sector is a significant employer for the Tropical North Queensland region. According to Tourism Research Australia's Regional Tourism Satellite Accounts 2018-2019, tourism in Tropical North Queensland directly and indirectly employs approximately 25,600 people, with a total of 13.2 % of the region's workforce (18,200 people) being directly employed in tourism jobs. Of these jobs, approximately 10,500 were in full-time employment and 7,700 were part-time.

In Tropical North Queensland, the specific tourism sectors that contributed the most to direct tourism employment include:

- Cafes, Restaurants, Food and Beverage Services - 3,640 jobs;
- Accommodation Services - 2,730 jobs;
- Retail/Trade - 2,366 jobs;
- Air, Water, Other Transport - 2,184 jobs;
- Other Tourism Services - 7,280 jobs.

Covid-19, and the restrictions imposed as a result, have understandably contributed to a lack of confidence amongst the tourism sector nationwide, particularly in terms of expanding business operations and capability, and creating new job opportunities. In many cases, as has been prevalent in Cairns and surrounding areas, these circumstances have resulted in a loss of working hours for the local tourism workforce (with much of it relying on casual, seasonal workers) and the loss of jobs all together.

According to Tourism Research Australia's National Visitor (NVS) Survey monthly snapshot for April – May 2020, the overnight spend in April 2020 was down 91% compared to April 2019 and May down 82 percent in May 2020 in comparison to the previous year. Overnight Trips in April were down 86% in comparison to April 2019 and down 67% compared to May 2019. Other significant findings include:

OVERNIGHT SPEND

- Domestic travel started to feel the effects of COVID-19 in March 2020. Overnight spend fell by 41% or \$2.6 billion for the month.
- April 2020 saw domestic overnight spend plummet to just \$666 million. This was 91% or \$7 billion less than in April 2019.
- Easing of lockdown measures saw May improve slightly. However, overnight spend fell 82% to \$1.1 billion. This was a loss of \$4.8 billion compared with May 2019.

OVERNIGHT TRIPS

- Domestic overnight tourism losses reached around \$13.7 billion (41%) between January and the end of May 2020. This was due to the impacts of the summer bushfires and COVID-19.
- The bushfires resulted in domestic overnight visitor numbers falling 6% in January and 7% in February 2020.
- COVID-19 began to impact domestic travel in March 2020 when trips fell 39%.
- The Easter and school holiday period is usually a busy time. The full impact of COVID-19 and travel restrictions meant Australians took just 1.6 million overnight trips in April 2020. This was 86% or 9.6 million fewer trips than in April 2019.
- Easing lockdown measures saw May 2020 show some improvement. However, overnight trips still fell 67% to 3.1 million compared with May 2019.

Given these exceptional circumstances, the stakeholders that we would usually approach and partner with on an event opportunity such as this, including Cairns Regional Council and Tourism and Events Queensland simply do not have the capital and the resources to allocate to this project at this time. Cairns Regional Council has exhausted their funding usually available for opportunities such as this on other industry recovery initiatives, such as destination marketing campaigns and industry development programs in partnership with Tourism Tropical North Queensland. Similarly, Tourism and Events Queensland are also already deeply invested in state wide tourism sector recovery efforts, meaning their level of funding available for opportunities such as this is simply not available at this time.

Project budget

Provide a summary of your eligible project expenditure over the life of the project.

If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount. We only provide grant funding based on eligible expenditure. Refer to the grant opportunity guidelines for guidance on eligible expenditure.

The minimum grant amount sought for this grant opportunity is \$20,000.

It is highly recommended you attach a detailed project budget later in the application form.

If you are applying for exceptional circumstances (on Page 5 of the application form), you will need to ensure you include your name and contribution (including \$0) under 'Your contribution' as these are mandatory fields before your grant validation will be correct.

Project budget summary

Type of expenditure	Head of expenditure	Financial Year	Costs
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s47G - business information

Type of expenditure	Head of expenditure	Financial Year	Costs
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s47G - business information

Total grant funding sought. We will add GST to this where applicable.

\$ s47G - business inf

Source of funding

In this section you must provide details of how you will fund the project, other than the grant funding sought.

The total of all sources of funding plus your grant, should be equal to your total project expenditure in the section above.

Your own contribution to the project is also considered a 'source of funding' and must be provided.

Your contribution

Enter your organisation name. In the description field, provide additional details. Indicate whether your contribution is sourced from cash flow, loans, equity etc.

Name of contributor

AusCycling Limited

Details of contribution

Contribution Type	Amount	Due Date	Description
Cash	<h1>s47G - business information</h1>		
Total			

Other non-government contribution

Enter the organisation name. In the description field, provide additional details.

Other non-Commonwealth government grants

Enter the government organisation name. In the description field, provide additional details. Provide the name of the grant.

Other Commonwealth Government grants

Enter the government organisation name. In the description field, provide additional details. Provide the name of the grant.

Assessment criteria

We will assess your application based on the weighting given to each criterion and against the indicators listed beneath each criterion. We will only consider funding applications that score at least 60 per cent against each criterion, as these represent best value for money.

The amount of detail and supporting evidence you provide should be commensurate with the project size, complexity and grant amount requested. You should define, quantify and provide evidence to support your answers.

To support your responses you must include mandatory attachments later in the application.

Assessment criterion 1

Economic benefits of your project for the region (Score out of 15)

You should demonstrate this by identifying:

- a. the extent to which your project meets the needs of the regional community
- b. the broader economic benefits that your project will deliver for the region and community during and beyond the term of funding.

Economic benefits for a region may cover increases in economic activity, improvements in productivity, wider access to markets or fairer and more equitable economic outcomes.

Examples of how your project could demonstrate economic benefits may include but is not limited to:

- increasing the number or value of jobs, new businesses or the production of goods and services in the region (this includes direct and indirect opportunities created through the project)
- providing opportunities for growth and/or increasing efficiencies in existing sectors, e.g. tourism, agriculture, manufacturing
- the use of local suppliers and goods, especially those that employ the use of sustainable work practices/good
- increasing efficiency of the transport system or service delivery
- increasing Indigenous economic participation, including Indigenous employment and supplier-use outcomes.

If you have previously stated that your project is in an excluded area but economic benefits will flow directly to an eligible area, you must demonstrate this in your response to this criterion.

You must also attach evidence to support your response later in the application.

Cairns has been severely impacted by Covid-19, with drastic decreases in both domestic and international visitor numbers. This has resulted in a significant loss of income for tourism and the wider business community, with a large number of job losses and business closures.

Tourism is a significant employer in Cairns. According to Tourism Research Australia's (TRA) Regional Tourism Satellite Accounts 2018-2019, tourism in Tropical North Queensland directly and indirectly employs approximately 25,600 people, with a total of 13.2 % of the region's workforce (18,200 people) being directly employed in tourism jobs.

According to TRA's National Visitor (NVS) Survey monthly snapshot for April – May 2020, the overnight spend in April 2020 was down 91 % compared to April 2019 and May down 82 percent in May 2020 in comparison to the previous year. Overnight Trips in April were down 86% in comparison to April 2019 and down 67% compared to May 2019.

This project will play a key role in the region's recovery efforts, resulting in significant economic benefits both through the duration of this project and in the years to come, through the increased capacity that the Smithfield Mountain Bike Park will possess at the project's completion.

The initial economic benefits of this project will include:

JOB CREATION

This project will result in the creation of ^{s47G} FTE jobs for the duration of the project, and the project will also result in the creation of opportunities for ^{s47} contractors and ^{s47G} volunteers to assist with the construction and successful completion of the capital works program in 2022. The specific jobs that will be created include:

s47G - business information

s47 of these jobs are anticipated to be for Indigenous Australians. Through our relationship with the Djabugay Aboriginal Corporation, Indigenous staff will be engaged to assist with deliverables such as signage/cultural interpretation, cultural heritage surveys and track design (see letter of support attached).

USE OF LOCAL SUPPLIERS

s47G - business information is a Cairns based business that employs locals. Being based in Cairns, s47G - business information almost exclusively uses local suppliers to source construction materials and other services required for projects. All construction materials, hired/leased equipment, contractors and external labour hire will all be sourced from within the Cairns region providing strong levels of direct and indirect economic benefit.

STRATEGIC CONTEXT

Mountain biking is recognised as a key tourism opportunity for the Cairns region, with the sport having demonstrated strong economic and social benefit for other Australian destinations, such as Blue Derby in Tasmania. The Cairns Regional Council is currently in the process of developing a Regional Mountain Bike Strategy, with facilities and future events such as those being proposed in this application regarding as key opportunities to pursue.

ECONOMIC IMPACT GENERATED THROUGH FUTURE EVENTS

Once this project is complete, the Smithfield Mountain Bike Park will be able to host a range of large and small scale Mountain Bike events all of which will generate strong levels of economic benefit through increased visitation, average length of stay and visitor expenditure. The first event to be hosted at the venue will be the fourth leg of the Crankworx World Tour which will be held at the venue for 3 consecutive years, commencing in 2022. s47G - business information

Based on s47G - business information experience in delivering a range of similar events, including the ongoing management and delivery of the Crankworx World Tour, the economic forecast generated for the local economy (please see further detail attached) through this event in 2022, 2023 and 2024 include:

2022

Total competitors: 864
 Total Individual attendees: 15,352
 Total event attendance: 34,713
 Total tourism days: 25,596
 Total room nights: 12,189
 Event expenditure: \$ s47G - business information
 Direct economic impact: \$7,415,198

2023

Total competitors: 959
 Total Individual attendees: 17,919
 Total event attendance: 42,124
 Total tourism days: 30,511
 Total room nights: 14,529
 Event expenditure: \$ s47G - business information
 Direct economic impact: \$9,410,651

2024

Total competitors: 1,024
 Total Individual attendees: 20,539
 Total event attendance: 48,185
 Total tourism days: 34,841
 Total room nights: 16,591
 Event expenditure: s47G - business information
 Direct economic impact: \$11,419,727

Assessment criterion 2

Social benefits of your project for the region (Score out of 15)

You should demonstrate this by identifying:

- a. the extent to which your project meets the needs of the regional community
- b. the broader social benefits that your project will deliver for the region and community during and beyond the term of funding.

Social benefits for a region may cover increases in regional amenity, improving community connections and inclusion and providing opportunities for learning and knowledge creation.

Examples of how your project could demonstrate social benefits may include but is not limited to:

- making a region a more attractive place to live

- the degree to which the project fills a 'gap' within the community
- improving community connections and social inclusion
- supporting or protecting local heritage and culture
- increasing community volunteering
- addressing disadvantage within the community.

If you have previously stated that your project is in an excluded area but social benefits will flow directly to an eligible area, you must demonstrate this in your response to this criterion.

You must also attach evidence to support your response later in the application.

The social benefits for Cairns and the surrounding region through this project will be sustainable and long lasting. This project aligns strongly with numerous strategies outlined in the Cairns Regional Council Community Plan 2011 - 2031, as follows:

HEALTH

Creating a community of people with active and healthy lifestyles is a key objective of the Plan. One of the specific health strategies outlined in the plan strongly aligns to this project, being:

'Creating active, healthy communities will be facilitated in urban design by planning for and development of bike paths, walkways and active open spaces that incorporate natural and man-made sun protection measures.'

This venue will be maintained by the Cairns Mountain Bike Club on an ongoing basis and will be open for the general public use. The venue will provide a means for physical, fun activity for club members and members of the community to enjoy, contributing to overall physical and mental well being. The Cairns Mountain Bike Club will also host their own community events at the venue for Cairns residents and people residing in outer regions such as Port Douglas, Atherton, Mareeba etc to participate in.

Opportunities will also be available to encourage physical activity and exercise amongst the education sector. An example being that for the Crankworx event specifically, AusCycling will also leverage its Ride Nation initiative which will see AusCycling engage with schools and families in the region to activate their interest in cycling. This will involve the distribution of information through the AusCycling database, the introduction of a 'New to Bike Riding' program targeting families, and the activation of 10 schools within the Cairns region. Encouraging physical activity amongst these segments will contribute greatly to the overall social wellbeing of the community.

COMMUNITY PLACES

Community places are a key focus on the Cairns Community Plan, with a key strategy being:

'Social infrastructure such as sporting, care and entertainment facilities, and outdoor recreation places such as skate parks, open spaces, bike paths and walking trails, community gardens and edible landscapes are appropriately co-located enabling ease of access for all.'

This project strongly aligns with this strategy as it will provide a state of the art sporting facility for all to access on a year round basis, both as participants and spectators of general public days, or specific events. Events such as the Crankworx World Tour will also use the venue to cater for participants and spectators with mobility challenges, through the provision of a dedicated mobility vehicle, mobility parking with transfer services, a team of volunteers to assist with requests, and dedicated events for competitors with mobility challenges.

CULTURE AND LIFESTYLE

Our proposed project also aligns with one of the key Culture and Lifestyle strategies highlighted in the plan:

'Links between economic opportunities derived from the unique culture and lifestyle of the region will be maximised and developed into viable cultural tourism products, promoting community festivals and by sharing and learning from Aboriginal and Torres Strait Islander cultures.'

Through our relationship with the Djabugay Aboriginal Corporation, we will be looking at employment and volunteering opportunities (please see attached letter of support) for the local Indigenous community, the Djabugay people. These opportunities will be tied to a range of project outcomes, such as track design, cultural heritage surveys, signage and cultural interpretation, track construction and event management.

The Crankworx event to be held at the venue will also showcase cultural and heritage elements into the event, with a prime example being Indigenous tours being offered at the 'Kidworx Arena', a range of events that are targeted specifically at children, with an average age of 8 years old.

A BALANCED POPULATION

The Plan outlines several strategies emphasising the importance of providing opportunities for residents of an older demographic to ensure they have access to services and activities to see them thrive.

Volunteering plays a crucial role in providing older Australians with a sense of belonging and purpose, which is crucial to their social well being. This project will generate 12 volunteering opportunities through its delivery, with the project also paving the way for numerous, ongoing volunteering opportunities for the community through the ongoing management of the site by the Cairns Mountain Bike Club, and through volunteering opportunities being available at subsequent events held at the venue.

For example, each annual Crankworx World Tour event held at the venue will provide opportunities for approximately 220 volunteers. As a part of the volunteering program, volunteers will receive official merchandise, meals and entry into a volunteer prize pool worth \$35,000.

Assessment criterion 3

Capacity, capability and resources to deliver the project (Score out of 5)

You should demonstrate this by identifying:

- a. your track record managing similar projects and access to personnel and/or partners with the right skills and experience
- b. your readiness to commence the project, including your access to any required resources such as infrastructure, capital equipment or technology. You should describe the steps you have taken to allow construction to commence in the immediate future including the status of:
 - o required regulatory and/or development approvals
 - o project designs and costings
 - o authority from the land or infrastructure project owner to undertake the project at the nominated site
 - o funding contributions from all sources.
- c. sound project planning to manage and monitor the project, which addresses scope, implementation methodology, timeframes, budget and risk management (including mitigation of health risks associated with the current COVID-19 pandemic).
- d. how you will operate and maintain the infrastructure and benefits of the project into the future.

You must also attach evidence to support your response later in the application.

Our project team has an exceptional track record in delivering similar, award winning projects all over Australia. s47G - business information are recognised as industry leaders in the successful delivery of world class mountain biking tracks and facilities, including the following:

- Awarded 2017 Parks and Leisure Queensland Playspace Award for the Gladstone Pump Track;
- Awarded 2019 MTBA Power of Partnership Award with Break O'Day Council and Tasmania Parks and Wildlife Services for St Helens Mountain Bike Trails;
- Awarded the 2017 International Trail of the Year, Enduro World Series, Derby, Tasmania, Australia for our innovative design;
- Awarded the 2019 International Trail of the Year, Enduro World Series, Derby, Tasmania, Australia for our innovative design;
- Awarded Australia's only International Mountain Biking Association (IMBA) 'Epic Trail' - the Australian Alps Epic at Mt Buller, Victoria;
- Designed and constructed one of the world's most successful mountain bike destinations in Derby, Tasmania;

Please refer to the attached Project Plan for personnel resumes.

Our team is ready to commence this project and we have the relevant approvals and permissions already in place. We have written approval from:

- James Cook University (site owner, letter attached);
- Land Use in principle approval from the Queensland Parks and Wildlife Service (letters attached);
- Permission from Traditional Owners, the Djabugay Aboriginal Corporation (letter attached)

We have been advised that final approvals from QPWS will be subject to:

s47G - business information

Our track record in successfully delivering these types of projects also comes with an impeccable track record in safety. As we do for all projects, detailed Construction Environmental Management Plans and Work Health Safety and Environmental Site Management Plans will be produced to reduce and mitigate possible risks, including those that could come as a result of the Covid-19 pandemic.

As can be seen in the attached Project Plan, we have outlined a series of possible risks whilst outlining their likelihood, consequences and mitigation strategies. These risks and associated mitigation strategies include:

- Vegetation Damage (rare likelihood, minor consequences): The Project Managers have a detailed Construction Environmental Management Plan to mitigate these and other potential vegetation risks;
- Disturbance of flora and fauna (possible, negligible): The Project Managers have a detailed Construction Environmental Management Plan to mitigate these and other potential flora and fauna risks;
- Erosion and Sedimentation (possible, negligible): The Project Managers have a detailed Construction Environmental Management Plan to mitigate these and other potential erosion and sedimentation risks;
- Wastes and contaminants (rare, negligible): The Project Managers have a detailed Construction Environmental Management Plan to mitigate these and other potential wastes and contaminants risks;
- Site accident involving workers (rare, major): The Project Managers have a very detailed WHSE Site Management Plan that addresses all possible risks and outlines mitigation factors. WHSE officer onsite to implement the plan;
- Severe weather events (possible, minor): If required, the project management team will move the construction period beyond April 2022. Subsequent events will also need to be postponed;
- Ongoing site maintenance (venue to deteriorate after project delivery - Extremely unlikely, major): The Cairns Mountain Bike Club have an existing arrangement with JCU and QPWS to maintain the site on an ongoing basis - a role they have maintained excellently for the past 10 years. To assist with ongoing maintenance, a portion of revenue raised through Crankworx events hosted at the site will also be allocated to the Cairns Mountain Bike Club.

This project will commence in February 2022, with the bulk of the works being completed by the end of April 2022. Site reinstatement works will then take place in April 2023.

The attached project plan also includes a detailed project budget, however in summary, the breakdown of the project budget is as follows:

2022

s47G - business information**Assessment criterion 4****Impact of funding on your project (Score out of 5)****You should demonstrate this by identifying:**

- a. your plan for engagement and collaboration to ensure community support for your project. In your response you can describe:

 - o the total investment the grant will leverage including additional cash contribution and in-kind support
 - o the extent that your project increases investment and builds partnerships in your region.**
- b. the likelihood the project would proceed without the grant. If not, why not? Explain how the grant will impact the project in terms of size, timing and reach**
- c. if you have already received Commonwealth funding for this project or a similar project, explain why you need additional funding.**

You must also attach evidence to support your response later in the application.

To enable the successful implementation of this project, we will (and have already been) liaising and engaging with several key stakeholders to ensure that we have community support for this project both now, and moving forward. Some of the key stakeholders that we have and will continue to consult with include:

- Tourism Tropical North Queensland (TTNQ). As the region's peak tourism body and official Regional Tourism Organisation, TTNQ is very supportive of this project and recognises the crucial role that it will play in assisting in the overall recovery of the region's tourism sector (letter of support attached);

- Cairns Regional Council have also been engaged with and fully support our efforts to enable this project through this funding opportunity. They also appreciate the social and economic benefit this project will generate through the immediate project period and beyond (letter of support attached);

- Djabugay Aboriginal Corporation. The traditional owners of the Smithfield site and the Barron Gorge National Park recognise the economic and social benefits this project will bring to the local Indigenous community, and the wider tourism sector and community (letter of support attached);

- The Queensland Parks and Wildlife Service is a crucial partner and has been consulted with to gain in principle permission to implement this project - subject to funding; and

- As the site owner, James Cook University is a crucial partner. We have secured permission from James Cook University to implement this project on the site, as they also recognise the economic and social benefits for the entire Cairns community (letter attached).

Once this project is completed, the region will be able to host the fourth leg of the Crankworx World Tour mountain bike competition - a significant event that will drive strong levels of social and economic benefit - for a minimum 3 year period. These events will likely lead to a range of new investments and new partnerships and the event will provide an appealing platform to do so. It is anticipated that in future, this event will result in formal funding partnerships being established between the event and key stakeholders such as Tourism and Events Queensland, Cairns Regional Council and Tourism Tropical North Queensland, who play key roles in encouraging increased levels of social and economic benefit for the Cairns region. There will also be a number of sponsorship opportunities available that will allow for further partnerships with both private and public entities to be established.

If however, this funding application is unsuccessful, this project will simply be unable to proceed at this time. Given the Covid-19 pandemic, possible financial partners such as the Cairns Regional Council, Tourism Tropical North Queensland and Tourism and Events Queensland simply do not have the funds to contribute towards this project at this time, as their funding has already been allocated to other regional recovery initiatives as the region battles to survive the pandemic. It is hoped that as the vaccine program rolls out and travel restrictions reduce and consumer confidence begins to return, funding from these partners to assist with the staging of the actual events will become a more likely possibility.

Auscycling and **s47G - business inform** also have an agreement with Tourism Tropical North Queensland that will see Cairns secure the rights to the fourth leg of the Crankworx World Tour event over the next three years (commencing in 2022) if this funding application is successful, as the venue will be of a standard suitable to host an event of this calibre. If this funding application is unsuccessful, Auscycling and **s47G - business inform** will have no choice but to look to other destinations with the venue capability to host the events, which would be a huge loss for the already struggling tourism sector and broader business economy in Cairns.

Application finalisation

Conflict of interest

Do you have any perceived or existing conflicts of interest to declare?

Refer to the grant opportunity guidelines for further information on your conflict of interest responsibilities.

No

Program feedback

How did you hear about this grant opportunity?

Industry group

Additional information

You should attach any additional supporting documentation here. You should only attach documents that we have requested or you have referred to in your application.

Evidence to demonstrate tourism related infrastructure

If you are seeking to classify your project as tourism related infrastructure, you must demonstrate your case for the project being tourism-related infrastructure and to demonstrate the region where the project is to be located, or the region that will benefit from the project, has had their tourism industry impacted by COVID-19, as per Section 2.1.2.

TTNQ Letter of Support_Auscycling-BBRF_4Mar2021.pdf

Accountant declaration

If you are making a cash contribution to the project you must provide an Accountant Declaration that confirms you can fund your share of the project costs. You must use the Accountant Declaration form available on business.gov.au.

Contributing organisation cash confirmation

If your project will receive cash contributions from other sources you must attach a letter/s from each contributing organisation or individual that includes formal documentation confirming the cash contributions they will make towards the project. A template is provided on business.gov.au. Letters must be on the organisation's letterhead.

Evidence to demonstrate your case for exemption

Mandatory for applicants seeking an exceptional circumstances exemption from the cash contribution requirements

Exceptional Circumstances_doc.pdf

Proof of not-for-profit status

If you do not have an active Australian Charities and Not-for-profits Commission (ACNC) registration or state or territory incorporated association registration at the time of application, you must provide Constitutional documents and/or Articles of Association that demonstrate the not for profit character of the organisation.

ASIC Certificate - AusCycling.pdf

Trust documents

Mandatory for not for profit organisations that are incorporated trustees applying on behalf of a trust. You must provide trust documents showing the relationship of the incorporated trustee to the trust.

Cost benefit analysis

Mandatory for projects with a grant request over \$1 million. Further information on how to prepare a cost benefit analysis is available on business.gov.au

2021_Crankworx_CBA_v3.pdf

Project employment evidence

In your application, you must include the total employment numbers you expect to create during and following your project. You will need to identify how many of these employees will be Indigenous. You must substantiate any employment numbers with evidence. Refer to the project employment factsheet for guidance.

2021_Crankworx_Employment Data.pdf

Evidence of the owner's authority

Mandatory for all organisations that do not own the land or infrastructure for their project, to demonstrate they have authorised access to project location and/or infrastructure. The letter template required to demonstrate owner's authority to conduct the project at the nominated site is available at business.gov.au

Evidence to support claimed economic and social benefits as identified in Assessment criterion 1 & 2

The amount of detail and supporting evidence you provide in your application should be relative to the project size, complexity and grant amount requested. You must provide evidence to support your answers against each of the assessment criteria.

2021_Crankworx_TEQ.pdf

Evidence to support Assessment criterion 3

The amount of detail and supporting evidence you provide in your application should be relative to the project size, complexity and grant amount requested. You must provide evidence to support your answers against each of the assessment criteria.

2021_Crankworx_Project Plan.pdf

Evidence to support impact of funding on your project as identified in Assessment criterion 4

The amount of detail and supporting evidence you provide in your application should be relative to the project size, complexity and grant amount requested. You must provide evidence to support your answers against each of the assessment criteria.

TTNQ Letter of Support_Auscycling-BBRF_4Mar2021.pdf

Additional supporting information

If you wish to include additional documents, these should be limited to those directly relevant to and supporting the application.

s47G - business information

Crankworx Building Better Regions Fund R5 signed.pdf

World Trail - Smithfield - Crankworx project signed.pdf

Crankworx_s47G-b-LOS-2.pdf

2021_s47G-b-Capability Statement.pdf

Capability Statement.pdf

s47G - business information

[Redacted]

Letter of Support_Crankworx (002).pdf

s47G - business inform - Staff Bios_Dec2020 Compressed.pdf

Support for Crankworx.pdf

crankworx support.pdf

Your ANZSIC code

Provide the Australian and New Zealand Standard Industrial Classification (ANZSIC) details for your organisation.

ANZSIC Division

R - Arts and Recreation Services

ANZSIC Class

9114 - Sports and Physical Recreation Administrative Service

Indigenous organisations**Is your organisation Indigenous owned?**

An organisation is considered Indigenous owned where at least 51% of the organisation's members or proprietors are Indigenous.

No

Is your organisation Indigenous controlled?

An organisation is considered Indigenous controlled where at least 51% of the organisation's board or management committee is Indigenous.

No

Regional Development Australia Committee

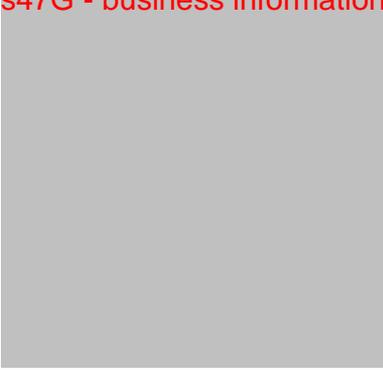
Do you agree to allow your contact details to be provided to your relevant Regional Development Australia Committee (RDA) once project selection has been finalised?

Please note, your contact details will be provided for the RDA's information only, to provide awareness of projects in their local region. The RDA may contact you to find out more about your project and discuss how they can assist with further applications. For more information on the role of RDA's, go to www.rda.gov.au.

Yes

Primary application contact

s47G - business information

**Business postal address of the primary contact****Is the address located in Australia?**

Yes

Address Details

Anna Meares Velodrome
Sleeman Sports Complex
Chandler QLD 4155
Australia

Declaration

Applicant declaration – WWC

Privacy and confidentiality provisions

I acknowledge that this is an Australian Government program and that the Department of Industry, Science, Energy and Resources (the department) will use the information I provide in accordance with the following:

- Australian Government Public Data Policy Statement
- Commonwealth Grants Rules and Guidelines
- grant opportunity guidelines
- applicable Australian laws

Accordingly, I understand that the department may share my personal information provided in this application within this department and other government agencies:

- a. for purposes directly related to administering the program, including governance, research and the distribution of funds to successful applicants
- b. to facilitate research, assessment, monitoring and analysis of other programs and activities

unless otherwise prohibited by law.

I understand that where I am successful in obtaining a grant, the financial information that I provide for the purposes of payment will be accessible to departmental staff to enable payments to be made through the department's accounts payable software system.

I understand that information that is deemed 'confidential' in accordance with the grant opportunity guidelines may also be shared for a relevant Commonwealth purpose.

The department will publish information on individual grants in the public domain, including on the department's website, unless otherwise prohibited by law.

Applicant declaration

I declare that I have read and understood the grant opportunity guidelines, including the privacy, confidentiality and disclosure provisions.

I declare that the proposed project outlined in this application and any associated expenditure has been endorsed by the applicant's board/ management committee or person with authority to commit the applicant to this project.

I declare that the applicant will comply with, and require that its subcontractors and independent contractors comply with, all applicable laws.

I declare that the information contained in this application together with any statement provided is, to the best of my knowledge, accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code Act 1995* (Cth).

I acknowledge that I may be requested to provide further clarification or documentation to verify the information supplied in this form and that the department may, during the application process, consult with other government agencies, including state and territory government agencies, about the applicant's claims and may also engage external technical or financial advisors to advise on information provided in the application.

I acknowledge that I must disclose whether any of our board members, management or persons of authority have been subject to any pecuniary penalty, whether civil, criminal or administrative, imposed by a Commonwealth court or a Commonwealth entity. Further, I acknowledge that I must provide advice to the department regarding the matter for consideration, if this is the case.

I understand that the applicant is responsible for ensuring that it has met relevant state or territory legislation obligations related to working with children, and that any person that has direct, unsupervised contact with children as part of a project under this grant opportunity, has undertaken and passed, a working with children check, if required under relevant state or territory legislation. The applicant is also responsible for assessing the suitability of people engaged on this project to ensure children are kept safe.

I acknowledge that if the department is satisfied that any statement made in an application is incorrect, incomplete, false or misleading the department may, at its absolute discretion, take appropriate action. I note such action may include excluding an application from further consideration; withdrawing an offer of funding; using the information contained in the application for a fraud investigation that would be consistent with the Australian Government's Investigations Standards and Commonwealth Fraud Control Framework and/or for a grant under management, terminating a grant agreement between the Commonwealth and the grantee including recovering funds already paid.

I agree to participate in the periodic evaluation of the services undertaken by the department.

I declare that I am authorised to submit this form on behalf of the applicant and acknowledge that this is the equivalent of signing this application.

I approve the information in this application being communicated to the department in electronic form.

By checking this box I agree to all of the above declarations and confirm all of the above statements to be true

Yes



Australian Government
**Department of Industry, Science,
Energy and Resources**

Commonwealth Standard Grant Agreement

between the Commonwealth represented by

Department of Industry, Science, Energy and Resources

and

AUSCYCLING LIMITED

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Grant Agreement BRFIPV000754

Once completed, this document, together with the Grant Details and 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	AUSCYCLING LIMITED
Legal entity type (e.g. individual, incorporated association, company, partnership, etc)	Australian Public Company
Trading or business name	AUSCYCLING LIMITED
Any relevant licence, registration or provider number	Not applicable
Australian Business Number (ABN) or other entity identifiers	70644149351
Australian Company Number (ACN)	Not applicable
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	1/11/2020
Registered office address	L 12 459 LITTLE COLLINS ST MELBOURNE VIC 3000 Australia
Relevant business place	Anna Meares Velodrome Sleeman Sports Complex Chandler QLD 4155 Australia

The Commonwealth

The Commonwealth of Australia represented by the
Department of Industry, Science, Energy and Resources
of 10 Binara Street CANBERRA ACT 2600
ABN 74 599 608 295

The Department of Industry, Science, Energy and Resources will manage the Agreement on behalf of the Department of Infrastructure, Transport, Regional Development and Communications.

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 and the relevant Grant Details.

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) 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 a 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 BRFIPV000754

A. Purpose of the Grant

The Grant is being provided as part of the Building Better Regions Fund - Infrastructure Projects Stream - Round 5 grant opportunity.

The objectives of the program are to:

- drive economic growth
- build stronger regional communities into the future.

The intended outcomes of the program are to:

- create jobs
- have a positive impact on economic activity, including Indigenous economic participation through employment and supplier-use outcomes
- enhance community facilities
- enhance leadership capacity
- encourage community cohesion and a sense of identity.

B. Activity

The Activity is made up of the Grantee's project and all eligible project activities as specified in these Grant Details.

Project title

Crankworx Cairns Event - Upgrade of the Smithfield Mountain Bike Park

Project scope and description

The project will upgrade the Smithfield Mountain Bike Park in preparation for the Crankworx World Tour 2022.

The key eligible activities to be undertaken by the Grantee are:

- Environmental and heritage studies and approvals for the proposed mountain bike courses
- Final course designs
- Preliminary siteworks
- Corridor establishment
- Construction of up to five mountain bike courses
- Rehabilitation of mountain bike courses ahead of 2023 Crankworx event

Project location: 88 McGregor Road, SMITHFIELD QLD 4878

Project outcomes

The construction of new mountain bike courses at the Smithfield Mountain Bike Park.

Your project must not be located in an excluded area unless you can clearly demonstrate the significant benefits and employment outcomes, which flow directly into an eligible area. In undertaking the Activity, the Grantee must comply with the requirements of the grant opportunity guidelines (as in force at the time of application).

To maintain the social, economic and project benefits, the Grantee is required to ensure the operation and maintenance of the project infrastructure continues in accordance with the timeframes below (Benefits Timeframe).

Total project cost	Number of years
< \$250,000	1 year
\$250,000 to \$1 million	3 years
> \$1 million	5 years
Projects exempt from the co-funding requirement	5 years

The respective Benefits Timeframe will begin the day after the project end date. This Agreement will terminate on expiration of the Benefits Timeframe.

Infrastructure Projects with less than or equal to \$50,000 expenditure.

The Australian Government may request the Grantee to hold an official opening or other milestone event for the project. In this instance, the Grantee must hold an event within 30 days of the request, unless otherwise agreed by the Commonwealth. The Grantee must invite the Commonwealth's representative to officiate at the event. The Grantee must seek the Commonwealth Minister's prior agreement to invite any other Commonwealth or State elected official or other officials to attend the event.

The Grantee must erect and maintain signage in relation to the project in accordance with the Australian Government's Building Our Future Signage Guidelines (as advised by the Commonwealth). Signage must be approved by the Commonwealth prior to use and contain an acknowledgement of the Grant.

The Grantee must include the Australian Government's Building Our Future logo in all signage, publications and promotional activities related to the Activity.

The Grantee must not use the Australian Government's Building Our Future logo without the Commonwealth's approval. The Grantee must use the Australian Government's Building Our Future logo in accordance with the Commonwealth's print and signage guidelines.

The Grantee must provide drafts of all publicity, announcements and media releases relating to the Activity to the Commonwealth for approval with at least 10 business days' notice prior to release.

Infrastructure Projects with more than \$50,000 expenditure

The Grantee must conduct an official opening of the completed Activity unless otherwise agreed by the Commonwealth. The Grantee must provide at least three options for dates for the official opening relating to the Activity or project. The Grantee must provide these dates at least 56 days prior to the first proposed date for the event to be conducted. The date of official openings must be agreed to by the Commonwealth. The Grantee must invite the Commonwealth's representative to officiate at any event held.

The Grantee must seek the Commonwealth Minister's prior agreement to invite any other Commonwealth or State elected official or other officials to attend a function. This invitation must be provided to the Commonwealth no later than 56 days before the date of the official opening relating to the Activity or project.

The Grantee must erect and maintain signage in relation to the project in accordance with the Australian Government's Building Our Future Signage Guidelines (as advised by the Commonwealth). Signage must be approved by the Commonwealth prior to use and contain an acknowledgement of the Grant.

The Grantee must include the Australian Government's Building Our Future logo in all signage, publications and promotional activities related to the Activity and use this logo in accordance with the Commonwealth's print and signage guidelines.

The Grantee must not use the Australian Government's Building Our Future logo without the Commonwealth's approval.

The Grantee must provide drafts of all publicity, announcements and media releases relating to the Activity to the Commonwealth for approval with at least 10 business days' notice prior to release.

C. Duration of the Grant

The Activity starts on 01 February 2022 and ends on 30 June 2023, which is the **Activity Completion Date**.

The Agreement ends on 07 December 2023 which is the **Agreement End Date**.

Activity Schedule

In undertaking the Activity, the Grantee will meet the following milestones by the due dates.

Milestone number	Milestone name and description	Due date
001	Milestone Progress 1 <ul style="list-style-type: none"> • Statutory approvals have been obtained • Final costs confirmed • Final design completed • Demonstrated progress, to the satisfaction of the Commonwealth. 	31/03/2022
002	Milestone Progress 2 <ul style="list-style-type: none"> • Demonstrated progress, to the satisfaction of the Commonwealth. 	30/06/2022
003	Progress Milestone 3 <ul style="list-style-type: none"> • Demonstrated progress, to the satisfaction of the Commonwealth. 	30/09/2022
004	End of Project <ul style="list-style-type: none"> • All key activities, at Clause B of the Agreement, are complete; • The project, at Clause B of the Agreement is complete; • All approvals required to enable public access and use of the facility have been met. • The Project is fully Operational. • An event invitation has been submitted to the Department. 	30/06/2023

D. Payment of the Grant

The total amount of the Grant is s47G - business information (plus GST if applicable).

The Grant will be provided at up to s47G - business i per cent of eligible expenditure as defined in the grant opportunity guidelines subject to availability of Program funds.

The Grant will be paid in accordance with clause ST2.

The Grant will be paid as agreed milestones are achieved in arrears, based on actual eligible expenditure. Payments are subject to satisfactory progress on the Project and compliance by the Grantee with its obligations under this Agreement.

A final payment of at least 10 per cent of the Grant will be withheld until the Grantee submits a satisfactory final report demonstrating end of Project reporting obligations have been met.

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

E. Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the reporting requirements (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
Progress Report 1	01/02/2022	31/03/2022	• Evidence for expenditure incurred during the period, • Evidence for completed activities during the period	30/04/2022
Progress report 2	01/04/2022	30/06/2022	• Evidence for expenditure incurred during the period, • Evidence for completed activities during the period	31/07/2022
Progress report 3	01/07/2022	30/09/2022	• Evidence for expenditure incurred during the period, • Evidence for completed activities during the period	31/10/2022

Report type	Period start date	Period end date	Agreed evidence	Due date
End of project report	01/10/2022	30/06/2023	<ul style="list-style-type: none"> • Independent audit report, • An Event Invitation has been submitted to the Department as required, • Evidence that all key activities and the Project at Clause B of the Agreement is complete, • All approvals required to enable public access and use of the facility have been met, • Evidence that the Project is fully Operational, • Evidence to show cash payment of the eligible expenditure incurred for the project 	30/07/2023

During the Agreement period, the Commonwealth may ask the Grantee for ad-hoc reports on the project. The Grantee must provide these reports in the timeframes notified by the Commonwealth.

In the Grantee's reports to the Commonwealth the Grantee will be required to report progress against the expected project employment figures set out in the table below.

Expected project employment figures	Number
What is the total expected additional direct full time equivalent employment (employees and independent contractors) generated during the project period ?	s47G - business information
How many of the above are direct Indigenous full time equivalent employment (employees and independent contractors) generated during the project period .	
Indirect full time equivalent employment (employees and independent contractors) generated during the project period	
How many of the above are indirect Indigenous full time equivalent employment (employees and independent contractors) generated during the project period	
Direct full time equivalent employment (employees and independent contractors) generated following the project period	
How many of the above are direct Indigenous full time equivalent employment (employees and independent contractors) generated following the project period	
Indirect full time equivalent employment (employees and independent contractors) generated following the project period	
How many of the above are indirect Indigenous full time equivalent employment (employees and independent contractors) generated following the project period	

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	s47G - business information
Position	
Address	PO Box 4115 Gumdale QLD 4154
Business hours telephone	s47G - business information
Mobile	
Email	

Commonwealth representative and address

Name of representative	s47F - personal privacy
Position	Grants Manager
Postal address	GPO Box 2013 CANBERRA ACT 2601
Physical address	10 Binara Street CANBERRA ACT 2600
Business hours telephone	s47F - personal privacy
Email	bbrf@industry.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

Not applicable

Supplementary Terms

ST1. Other Contributions

Not applicable

ST2. Activity Budget

ST2.1 In this Agreement, Appropriation means money drawn from the Consolidated Revenue Fund.

ST2.2 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistently with the Activity Budget in the following table:

Financial year 2021/22

s47G - business information

Financial year 2022/23

s47G - business information

Financial year 2023/24

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Contract	\$0
Project expenditure	External labour hire and external consulting expenditure	\$0
Project expenditure	Hired/leased plant	\$0

Project expenditure	Materials for constructions	\$0
Project expenditure	Other eligible expenditure	\$0
Financial year total		\$0

All financial years

s47G - business information

Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

ST2.3 Subject to sufficient appropriation being available, the Grant will be paid up to the Annual Capped Amounts over the financial years specified in the following table.

Annual Capped Amounts

s47G - business information

ST2.4 The Commonwealth is not required to make a payment if it would result in the amount paid in a financial year exceeding the Annual Capped Amount for that financial year specified in the table under clause ST2.3.

ST2.5 In accordance with the Activity Budget under clause ST2.2, the Annual Capped Amounts may not be exceeded unless the Commonwealth specifically approves an increase of that amount under clause ST2.8.

ST2.6 Subject to this clause, the Grantee may reallocate expenditure in respect of categories of expenditure in the Activity Budget, provided it does not materially change the Activity, any Milestone(s) set out in this Agreement, or cause the Grantee to be in breach of any of its obligations under this Agreement.

ST2.7 The Grantee must give the Commonwealth:

- (a) by 1 February each financial year; or

- (b) at any time the Grantee wishes to request a variation to any one or more of the Annual Capped Amounts; or
- (c) if otherwise requested by the Commonwealth,

a revised Activity Budget in a form acceptable to the Commonwealth. The revised Activity Budget must clearly identify any proposed changes, including of any proposed changes to the Annual Capped Amounts, and explain the reasons for the proposed changes.

ST2.8 The Commonwealth may, at its discretion, approve or reject a revised Activity Budget provided under clause ST2.7 and/or any proposed changes to the Annual Capped Amounts. The Commonwealth's approval may be granted subject to conditions.

ST2.9 If a revised Activity Budget and any proposed changes to the Annual Capped Amounts are approved by the Commonwealth, then it will become the Activity Budget and, if relevant, the Annual Capped Amounts will be adjusted accordingly.

ST3. Intellectual property in Activity Material

Not applicable

ST4. Access/monitoring/inspection

ST4.1 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.

ST4.2 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 ST4.1.

ST4.3 This clause ST4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

ST5. Equipment and Assets

ST5.1 In this Agreement

Asset means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant, excluding Activity Material and Intellectual Property Rights.

ST5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for more than \$10,000 (including GST), apart from those listed in the Activity Budget and/or detailed below:

- (a) Not applicable

ST5.3 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or Asset acquired with the Grant.

ST5.4 Unless to the extent the Commonwealth agrees otherwise in writing, the Grantee agrees to use the Asset for the purpose of the Activity. The Commonwealth may give its agreement subject to conditions and the Grantee must comply with any such conditions.

ST5.5 The Grantee agrees to maintain a register of all Assets with a value of \$10,000 (including GST) or more at the time of the Asset's purchase, lease, creating or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

Item number	Description	Total cost (including GST)
<i>Reference</i>	<i>Description of the equipment or asset</i>	<i>Total cost of the equipment or asset</i>

ST5.6 On expiration or termination of the Agreement, the Grantee agrees to transfer any Asset to the Commonwealth or a third party nominated by the Commonwealth or otherwise deal with the Asset as directed by the Commonwealth.

ST6. Specified Personnel

Not applicable

ST7. Relevant qualifications, licences, permits, approvals or skills

Not applicable

ST8. Vulnerable Persons

Not applicable

ST9. Child safety

Not applicable

ST10. Commonwealth Material, facilities and assistance

Not applicable

ST11. Jurisdiction

ST11.1 This Agreement is governed by the law of the Australian Capital Territory.

ST12. Grantee trustee of trust (if applicable)

ST12.1 In this Agreement, **Trust** means the trust specified in the Parties to the Agreement section of this Agreement.

ST12.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust; and
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and
- (c) it has entered into this Agreement for the proper administration of the Trust; and
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

ST13. Fraud

ST13.1 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.

ST13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

ST13.3 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.

ST13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause ST11.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

ST13.5 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.

ST13.6 This clause survives the termination or expiry of the Agreement.

ST14. Prohibited dealings

Not applicable

ST15. Anti-corruption

ST15.1 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;

ST15.2 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.

ST15.3 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).

ST15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in ST15.3 in relation to the performance of the Activity.

ST16. Step-in rights

Not applicable

ST17. Grant administrator

Not applicable

ST18. Management Adviser

Not applicable

ST19. Indemnities

ST19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

ST19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

ST20. Compliance with Legislation and Policies

ST20.1 In this Agreement:

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.

ST20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

ST20.3 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).

ST20.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- (a) All State, Territory or Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity including mandatory reporting and working with children checks however described and, if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with these requirements in such form as may be specified by the Commonwealth
- (b) The Building Code 2016¹ (Building Code) and the Australian Government Building and Construction WHS Accreditation Scheme² (WHS Scheme).
- (c) Not applicable

¹ The Building Code 2016 can be found at <https://www.abcc.gov.au/building-code/building-code-2016>

² The Australian Government Building and Construction OHS Accreditation Scheme can be found at <http://www.fsc.gov.au/sites/fsc/needaccredited/accreditationscheme/pages/theaccreditationscheme>.

ST21. Work health and safety

ST21.1 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.

ST21.2 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.

ST21.3 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 those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

ST22. Transition

Not applicable

ST23. Corporate Governance

ST23.1 In this Agreement:

Constitution means (depending on the context):

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

ST23.2 The Grantee warrants that nothing in its constitution conflicts with its obligations under this Agreement.

ST23.3 The Grantee agrees to provide a copy of its constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's constitution, structure or management.

ST24. Counterparts

ST24.1 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.

ST25. Secret and Sacred Indigenous Material

Not applicable

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 this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons 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 the 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.

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.

5. Relationship between the Parties

5.1 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 to 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 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.

9.2 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.

- 9.3 The Parties acknowledge and agree that they each:
- (a) are registered for GST purposes;
 - (b) have quoted their Australian Business Number to the other; and
 - (c) must notify the other of any changes to the matters covered by this clause.
- 9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.
- 9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.
- 9.6 If the Grantee is not, or not required to be, registered for GST, then:
- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
 - (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

10. Spending the Grant

Projects with grants equal to and less than \$500,000

- 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 90 days 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.

Grant amounts over \$500,000

- 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 90 days after the Activity Completion Date, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.
- 10.3 The reports under clause 10.2 must be audited by:
- (a) a Registered Company Auditor registered under the *Corporations Act 2001* (Cth); or
 - (b) a certified Practising Accountant; or
 - (c) a member of the Institute of Public Accountants; or
 - (d) a member of Chartered Accountants Australia and New Zealand;

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

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 and any Other Contributions separately within the Grantee's accounts and records so that at all times the Grant is identifiable;
- (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 information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions, or 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);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause;
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

14.2 In carrying out the Activity, the Grantee agrees not to send any Personal Information outside of Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

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 created 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-licence 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;
- (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 this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Agreement (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;
- (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; and
- (b) take all available steps to minimise loss resulting from that reduction or cancellation; and
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;

- (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

21.1 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);
- ST4 (Access/monitoring/inspection);
- ST19 (Indemnities);and
- any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

22.1 In this Agreement, unless the contrary appears:

- **Activity** means the activities 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 and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **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.

Signatures

Executed as an agreement:

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Science, Energy and Resources.

Name	s47F - personal privacy
Position	s47F - personal privacy
Date	01 February 2022

Grantee

Full legal name of the Grantee	AUSCYCLING LIMITED ABN: 70644149351
Name of Authorised Representative	s47G - business information
Date	01 February 2022

Schedule 2 Reporting requirements

Appendix 1

Building Better Regions Fund - Infrastructure Projects Stream - Round 5 - progress report requirements

You will need to provide the following information in your progress reports. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [portal](#). You can enter the required information in stages and submit when it is complete.

Project progress

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact of any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.
- c. Is the overall project proceeding in line with your grant agreement?
If no, identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.
- d. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

Project outcomes

Outline the project outcomes achieved to date. Include information on progress towards the project's expected general economic benefit outcomes such as an increase in business activity.

- a. Outline the project outcomes achieved to date. Include information on progress towards the project's expected general economic benefit outcomes such as an increase in business activity.

- b. How many additional people have worked directly on the project during the reporting period? Please provide number of employees and independent contractors in full time equivalent (FTE) employment.

Refer to the Project Employment Factsheet on reporting of additional direct and indirect employees.

*Note: A full time equivalent employee is **not** a head count, and refers to the number of hours of work typically undertaken by a full time employee. E.g. If a full-time worker works 40 hours, a person working 20 hours per week is 0.5 FTE.*

- c. How many of these people are Indigenous (FTE)?
- d. Describe the progress towards the project's expected social and economic outcomes.
- e. Have there been any unanticipated impacts (positive or negative) from the progress of the project so far?

Project expenditure

Provide the following information about your eligible project expenditure. Eligible expenditure is divided into the same categories as the budget in your application.

If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount. We may ask you to provide evidence of costs incurred.

Refer to the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.

- a. What is the eligible expenditure you have incurred in this reporting period?
- b. What is the estimated eligible expenditure for the next reporting period?
- c. What is the estimated eligible expenditure for remaining reporting periods in current financial year (if applicable)?
- d. What is the estimated total eligible expenditure for future financial years?
- e. What is the estimated total eligible expenditure for the project?
- f. Briefly explain the reason for any changes between the forecast and actual expenditure for the current reporting period, and any significant changes to the forecast budget for the remainder of the project.
- g. Is the project expenditure broadly in line with the activity budget in the grant agreement?
If no, explain the reasons.

Project funding

- a. Provide details of all cash contributions to your project in the reporting period. This includes your own contributions as well as any contributions from government (except this grant), project partners or others.

Attachments

- a. Attach any agreed evidence required with this report to demonstrate project progress.
- b. Attach copies of any published reports and promotional material, relating to the project.

Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The activities identified in this report are for the purposes stated in the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

Appendix 2

Building Better Regions Fund - Infrastructure Projects Stream - Round 5 - end of project report requirements

You will need to provide the following information in your progress reports. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [portal](#). You can enter the required information in stages and submit when it is complete.

Project achievements

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact of any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.

Project outcomes

- a. Outline the project outcomes achieved by the project end date.
- b. Do the achieved project outcomes align with those specified in the grant agreement?
If no, explain why.
- c. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.
- d. Describe any overall economic outcomes (if relevant) attributable to the project such as an increase in business activity – please provide examples.
- e. How many additional people have worked directly on the project during the project period? Please provide the number of employees and independent contractors in full time equivalent (FTE) employment.

Refer to the Project Employment Factsheet on reporting of additional direct and indirect employees. These employees must be additional to existing employees in the project area before the project was implemented.

*Note: A full time equivalent employee is **not** a head count, and refers to the number of hours of work typically undertaken by a full time employee. E.g. If a full-time worker works 40 hours, a person working 20 hours per week is 0.5 FTE.*

- f. How many of these people are Indigenous (FTE)?
- g. How many additional people do you estimate have been employed indirectly as a result of the project during the project period? Please provide number of employees and independent contractors in full time equivalent (FTE).
These employees must be additional to existing employees in the project area before the project was implemented.
- h. How many of these people are Indigenous (FTE)?
- i. What is the total direct longer term employment you expect to be generated now the project has been completed (employment and independent contractors)? Please give your answer in full time equivalent (FTE).
- j. How long do you anticipate these direct employment benefits will continue?*
- k. How many of these employees do you anticipate will be Indigenous (FTE)?
- l. What is the total indirect long term employment you expect to be generated now the project has been completed (employment and independent contractors)? Please give your answer in full time equivalent (FTE).
- m. How long do you anticipate these indirect employment benefits will continue?*
- n. How many of these employees do you anticipate will be Indigenous (FTE)?
- o. Describe the social and community wellbeing outcomes attributable to the project – please provide examples.
- p. Were there any unexpected outcomes (positive or negative)?

Project benefits

- a. What benefits has the project achieved? Describe economic, social, and community wellbeing outcomes as relevant with examples.
- b. What ongoing impact will the project have?
- c. Did the project result in any unexpected benefits?
If yes, explain why.
- d. Is there any other information you wish to provide about your project?
If yes, provide details.
- e. In line with the Benefits Timeframe in Section A of your agreement, provide information to demonstrate how you will operate and maintain your project infrastructure and deliver project benefits into the future?

Total eligible project expenditure

- a. Indicate the total eligible project expenditure incurred. Eligible expenditure is divided into the same categories as the budget in your application.

If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount. We may ask you to provide evidence of costs incurred.

Refer to the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.

- b. Provide any comments you may have to clarify any figures.
- c. Was the expenditure incurred in accordance with the activity budget in the grant agreement?

If no, explain the reason for a project underspend or overspend, or any other significant changes to the budget.

Project funding

- a. Provide details of all contributions to your project other than the grant. This includes your own contributions as well as any contributions from government (except this grant), project partners or others.

Attachments

- a. Attach any agreed evidence required with this report to demonstrate progress or successful completion of your project.
- b. Attach copies of any published reports and promotional material, relating to the project.
- c. Attach any photos or other material that resulted from your project.

Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The grant was spent in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including survival clauses.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

Appendix 3

Building Better Regions Fund - Infrastructure Projects Stream - Round 5 - Independent audit report

Background

These templates assist Grantees (and their auditors) to understand the audit requirements under a Commonwealth grant agreement administered by the Department of Industry, Science, Energy and Resources. For further information contact us on 13 28 46 or at business.gov.au.

When an independent audit report is required under our grant agreements the Grantee must provide us with:

- a statement of grant income and expenditure against the expenditure categories under the grant agreement (attachment A)
- an independent audit report on the statement of grant income and expenditure (attachment B)
- certification of certain matters by the auditor (attachment C).

You can find additional information on the grant opportunity relevant to your grant at business.gov.au or by calling us on 13 28 46.

Eligible expenditure

Advice on eligible expenditure for projects under the grant opportunity can be found in grant opportunity guidelines. These guidelines are revised from time to time and therefore more than one version of the document may exist. The relevant guidelines are those that were effective at the time the Grantee's application was accepted.

It is essential that Grantees and their auditors understand the eligible expenditure requirements because these determine whether, and the extent to which, certain costs are reportable and claimable.

The amount of grant funding we approve is based on the Grantee's estimated eligible expenditure, as provided in their application. However, the grant funding any Grantee is ultimately entitled to receive is determined against actual eligible expenditure incurred and paid for on the project. The grant amount specified in the grant agreement is the **maximum** amount the Grantee may be paid.

The expenditure reported in the 'statement of grant income and expenditure' at attachment A must represent actual 'eligible expenditure' paid on the project during that period.

Attachment A – Statement of grant income and expenditure

Grant opportunity name	[grant opportunity name]
Project number	[project number]
Grantee	[organisation]
Project title	[project title]
Reporting period start date	[project start date or other reporting period start date]
Reporting period end date	[project end date or other reporting period end date]

This statement of grant income and expenditure must be prepared by the Grantee and contain the following:

- Statement of funds, Grantee contributions and other financial assistance*
- Statement of eligible expenditure*
- Notes to the statement of eligible expenditure, explaining the basis of compilation
- Certification by directors of the Grantee
- *We will compare this information to that detailed in the grant agreement.

1. Statement of funds, Grantee contributions and other financial assistance

Complete the following table for all cash [and in-kind] contributions for your project for the period in question, including

- the grant
- other government funding
- your own contributions
- partner or other third party contributions
- any additional private sector funding.

Insert rows as required.

Contributor	Cash amount (GST excl)	[Estimated in-kind amount (GST excl)]	Total (GST excl)
Grant	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Grantee	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Total	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]

2. Statement of eligible expenditure

You must provide detail of the eligible expenditure that has been incurred and paid for during the reporting period in the 'Statement of eligible expenditure' spreadsheet.

Comment on any variance between the expenditure items and amounts detailed in the grant agreement and the actual items and amounts detailed in the attached statement of eligible expenditure.

[enter details]

3. Note to the statement of eligible expenditure

3.1 Eligible expenditure

The eligible expenditure as reported in the statement of eligible expenditure is in accordance with the grant opportunity guidelines.

3.2 Basis of compilation

This statement of eligible expenditure has been prepared to meet the requirements of the grant agreement between [enter Grantee name] and the Commonwealth represented by the Department of Industry, Science, Energy and Resources. Significant accounting policies applied in the compilation of the statement of grant income and expenditure include the following:

[enter details]

4. Certification by directors [if not director, replace with appropriate equivalent]

[Grantee name]

[Project number]

For the period [dd/ mm/yyyy] to [dd/ mm/yyyy]

We confirm that, to the best of our knowledge and believe, having made such enquiries as we considered necessary for the purpose of appropriately informing ourselves:

Statement of grant income and expenditure

- a. We have fulfilled our responsibilities for the preparation of the statement of grant income and expenditure in accordance with the cash basis of accounting and the terms of the grant agreement with the Commonwealth, represented by the Department of Industry, Science, Energy and Resources dated [enter date]; in particular, the statement of grant income and expenditure presents fairly in accordance therewith.
- b. All events subsequent to the date of the statement of grant income and expenditure which require adjustment or disclosure so as to present fairly the statement of grant income and expenditure, have been adjusted or disclosed.
- c. [Where applicable] The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the statement of grant income and expenditure as a whole. A list of the uncorrected misstatements is attached to this representation letter.
- d. That all Grantee contributions and other financial assistance were spent for the purpose of the project and in accordance with the grant agreement and that the Grantee has complied with the grant agreement and relevant accounting policies.
- e. That salaries and allowances paid to persons involved in the project are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations.

Signature

Name [enter name]

Director

Date [dd/mm/yyyy]

Signature

Name [enter name]

Director

Date [dd/mm/yyyy]

5. For Auditor use only

I certify that this statement of grant income and expenditure is the one used to prepare my independent audit report dated [enter date] for the Department of Industry, Science, Energy and Resources.

Signature

Name [enter name]

Position [enter position]

Auditor's employer [enter employer name]

Date [dd/mm/yyyy]

Sample

Attachment B - Independent audit report

Background for auditors

The purpose of the independent audit report is to provide us with an auditor's opinion on the Grantee's statement of grant income and expenditure. The statement of grant income and expenditure is prepared by the Grantee to correspond with the expenditure reported to the department by the Grantee for the same period, in the process of claiming grant payments.

The independent audit report must be prepared by a person who is an approved auditor.

An approved auditor is a person who is:

- a. registered as a company auditor under the *Corporations Act 2001* or an appropriately qualified member of Chartered Accountants Australia and New Zealand, or of CPA Australia or the Institute of Public Accountants; and
- b. not a principal, member, shareholder, officer, agent, subcontractor or employee of the Grantee or of a related body corporate or a Connected Entity.

The audit should be undertaken and reported in accordance with Australian Auditing Standards.

The independent audit report must follow the required format and include any qualification regarding the matters on which the auditor provides an opinion. We may follow up any qualifications with the Grantee or auditor. The independent audit report must be submitted on the auditor's letterhead.

Auditors must comply with the professional requirements of Chartered Accountants Australia and New Zealand, CPA Australia and the Institute of Public Accountants in the conduct of their audit.

If the auditor forms an opinion that the statement of grant income and expenditure does not give a true and fair view of the eligible expenditure for the period, the independent audit report should be qualified and the error quantified in the qualification section of the independent audit report.

The required independent audit report format follows.

Auditor's report

Independent audit report in relation to [Grantee name]'s statement of grant income and expenditure to the Commonwealth, represented by the Department of Industry, Science, Energy and Resources (the department).

We have audited:

- a. the accompanying statement of grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy], a summary of significant accounting policies and other explanatory information, and management's attestation statement thereon (together "the financial statement"). The financial statement has been prepared by management using the cash basis of accounting described in note 3.2 to the financial statement; and
- b. [Grantee name]'s compliance with the terms of the grant agreement between [Grantee name] and the Commonwealth dated [date of agreement] for the period [dd/mm/yyyy] to [dd/mm/yyyy] (the grant agreement).

We have:

- a. reviewed [Grantee name]'s statement of labour costs in support of its claim of eligible expenditure; and
- b. performed limited assurance procedures on [Grantee name]'s statement of employee numbers under the grant agreement].

Management's responsibility

Management is responsible for:

- a. the preparation and fair presentation of the financial statement in accordance with the basis of accounting described in note 3.2, this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statement in accordance with the grant agreement;
- b. compliance with the terms of the grant agreement;
- c. the preparation of the statement of employee numbers and labour costs in support of eligible expenditure; and
- d. such internal control as management determines is necessary to:
 - i enable the preparation of the financial statement and the statement of [employee numbers and]labour costs that are free from material misstatement, whether due to fraud or error; and
 - ii enable compliance with the terms of the grant agreement.

Auditor's responsibility

Our responsibilities are:

- a. To express an opinion, based on our audit, on:
 - i the financial statement; and
 - ii [Grantee name]'s compliance, in all material respects, with the terms of the grant agreement; and

- b. To conclude based on:
 - i our review procedures, on the statement of labour costs; and
 - ii our limited assurance procedures on the statement of employee numbers.

We conducted our audit of the financial statement in accordance with Australian Auditing Standards; our audit of compliance with the grant agreement in accordance with ASAE 3100, our review of the statement of labour costs in accordance with ASRE 2405[; and our limited assurance procedures on employee numbers in accordance with ASAE 3000]. The applicable Standards require that we comply with relevant ethical requirements and plan and perform our work to:

- a. obtain reasonable assurance about whether the financial statement is free from material misstatement and that [Grantee name] has complied, in all material respects, with the terms of the grant agreement; and
- b. obtain limited assurance as to whether anything has come to our attention that causes us to believe that the statements of employee numbers and labour costs are materially misstated.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement and about the Grantee's compliance with the grant agreement. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Grantee's preparation and fair presentation of the financial statement, and to the Grantee's compliance with the grant agreement, in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Grantee's internal control. An audit also includes evaluating the appropriateness of accounting policies used by management, as well as evaluating the overall presentation of the financial statement.

A review consists of making enquiries and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Auditing Standards and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion on the statement of labour costs.

A limited assurance engagement undertaken in respect of the statement of employee numbers, in accordance with ASAE 3000 involves [level of detail about procedures to be determined by the auditor]. The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement; and consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion, review and limited assurance conclusions.

Opinion

In our opinion:

- a. the financial statement presents fairly, in all material respects, the grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy] in accordance with the cash basis of accounting described in note 3.2 and the terms of the grant agreement, dated [date of agreement], with the Commonwealth; and

- b. [Grantee name] has complied, in all material respects, with the requirements of the grant agreement between the organisation and the Commonwealth dated [date of agreement], for the period [dd/mm/yyyy] to [dd/mm/yyyy].

Basis of Accounting and Restriction on Distribution

Without modifying our opinion, we draw attention to note 3.2 to the financial statement, which describes the basis of accounting. The financial statement is prepared to provide information to the department in accordance with the grant agreement, dated [date of agreement]. As a result, the financial statement may not be suitable for another purpose.

Use of Report

This report has been prepared for [Grantee name] and the department in accordance with the requirements of the grant agreement between [Grantee name] and the Commonwealth, dated [date of agreement]. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than [Grantee name] and the department, or for any purpose other than that for which it was prepared.

Conclusions

Based on:

- a. Our review, which is not an audit, nothing has come to our attention that causes us to believe that the statement of labour costs in the period [dd/mm/yyyy] to [dd/mm/yyyy] is not, in all material respects, fairly presented in accordance with the grant agreement dated [date of agreement] with the Commonwealth; and
- b. The procedures we have performed and the evidence we have obtained, nothing has come to our attention that causes us to believe that the statement of employee numbers as at [dd/mm/yyyy] is not prepared, in all material respects, in accordance with the grant agreement dated [date of agreement] with the Commonwealth.

Auditor's signature

Name [enter name]

Auditor's employer [enter employer name]

Employer's address [enter address]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]

Attachment C - Certification of certain matters by the auditor

The department also requires a certification of certain matters by the auditor in addition to the independent audit report. This should be submitted with the statement of grant income and expenditure and independent audit report.

The auditor who signs this certification must also initial and date a copy of the Grantee's statement of eligible expenditure. The department will not accept an independent audit report that lacks this attachment.

The required format of certification is on the following page.

Sample

[print on auditor letterhead]

[addressee]

Department of Industry, Science, Energy and Resources
GPO Box 2013
Canberra ACT 2601

I understand that the Commonwealth, represented by the Department Industry, Science, Energy and Resources and [Grantee name] have entered into a grant agreement for the provision of financial assistance under the [grant opportunity name] to the Grantee for the project. A condition of funding under the grant agreement is that the Grantee provides a statement of grant income and expenditure certifying that expenditure on approved project items has been incurred within the relevant audit period and paid in accordance with the grant opportunity guidelines, and is supportable by appropriate documentation.

In fulfilment of the condition, I hereby certify that:

- a. I am a member of Chartered Accountants Australia and New Zealand/ CPA Australia/ the Institute of Public Accountants (as a Public Practice Certified Member).
- b. I have prepared the independent audit report on [Grantee name]'s, statement of grant income and expenditure in accordance with the details of the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy].
- c. I have reviewed the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy], and related grant opportunity guidelines and understand the requirements pertaining to financial reporting and eligible expenditure contained therein.
- d. I have signed the attached copy of [Grantee name]'s statement of eligible expenditure that I used to prepare the independent audit report.
- e. I have complied with the professional independence requirements of Chartered Accountants Australia and New Zealand/ CPA Australia/the Institute of Public Accountants. I specifically certify that I:
 - i am not, and have not been, a director, office holder, or employee of [Grantee name] or related body corporate of [Grantee name]
 - ii have not been previously engaged by [Grantee name] for the purpose of preparing their [grant opportunity name] application or any report required under the grant agreement
 - iii have no financial interest in [Grantee name].

Signature

Name [enter name]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]