

Local Roads and Community Infrastructure Grant Agreement

between the Commonwealth represented by

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

And

The Grantee

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Grant Agreement

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

Parties to this Agreement

The Grantee

Full legal name of Grantee	<i>Kiama Municipal Council</i>
Australian Business Number (ABN)	<i>22 379 679 108</i>

The Commonwealth

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

ABN 86 267 354 017

Background

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

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

Scope of this Agreement

This Agreement comprises:

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

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

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

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

Grant Details

A. Purpose of the Grant

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

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

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

The intended outcomes of the LRCI Program are to:

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

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

B. Activity

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

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

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

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

5 Conflicts of Interest

5.1 The Grantee must disclose if any of their personnel:

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

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

5.2 The Grantee must include in the Work Schedule:

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

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

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

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

6 Changes to Grantees and Eligible Projects

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

C. Duration of the Grant

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

7 Activity Timeframe

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

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

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

D. Payment of the Grant

8 The total maximum amount of the Grant is \$830,307. This is the Grantee's Phase 2 Allocation.

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

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

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

9 Grant Instalments

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

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

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

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

Table 1 Grant Payment Overview

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

E. Reporting

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

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

16 Quarterly Reports

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

17 Annual Reports

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

18 Acquittal Process for Low Value Grants

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

F. Party representatives and address for notices

Grantee's representative and address

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

Commonwealth representative and address

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

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

G. Activity Material

N/A.

Supplementary Terms from Clause Bank**1. Other Contributions**

N/A

2. Activity budget

N/A

3. Intellectual property in Activity Material

N/A

3A. Intellectual property – research

N/A

3B. Creative Commons licence

N/A

4. Access/Monitoring/Inspection

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

(a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and

(b) permission to inspect and take copies of any Material relevant to the Activity.

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

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

5. Equipment and Assets

N/A

6. Specified Personnel

N/A

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

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

(a) are appropriately qualified to perform the tasks indicated;

(b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity and

(c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

8. Vulnerable Persons

N/A

9. **Child safety**

N/A

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

N/A

11. **Jurisdiction**

N/A

12. **Grantee trustee of Trust**

N/A

13. **Fraud**

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

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

13.3. If the Grantee becomes aware of:

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

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

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

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

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

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

14. **Prohibited dealings**

N/A

15. **Anti-corruption**

15.1. In this Agreement:

Illegal or Corrupt Practice means directly or indirectly:

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

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

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

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

22. Transition

N/A

23. Corporate governance

N/A

23A. Incorporation requirement

N/A

24. Counterparts and execution

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

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

25. Employees subject to SACS Decision

N/A

26. Program interoperability with National Disability Insurance Scheme

N/A

27. Rollover of surplus and uncommitted funds

N/A

28. Secret and Sacred Indigenous Material

N/A




Signature

Executed as an agreement:

Grantee

Full legal name of the Grantee <name of the grantee> <ABN of the grantee>	Kiama Municipal Council ABN 22 379 679 108
Signatory Name	s47F [Redacted]
Signature	s47F [Redacted]
Date	31/5/2021
Witness Name	s47F [Redacted]
Signature and date	s47F [Redacted] 31/5/2021

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development and Communications	
Name	Daniel Caruso
Position	Assistant Secretary, COVID Recovery Infrastructure Investment Stimulus
Date	15 December 2020
Signature	s22(1)(a)(ii) 
Witness Name The witness is not a party to this deed. The witness witnessed the affixing of the above delegate's electronic signature to the master form of agreement from which this Agreement was generated	s22(1)(a)(ii) 
Signature and date	s22(1)(a)(ii)  15 December 2020

Schedule 1: Commonwealth Standard Grant Conditions

1. Undertaking the Activity

- 1.1. The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.
- 1.2. The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

(a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or

(b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

2. Payment of the Grant

- 2.1. The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.
- 2.2. Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

(a) the Grantee has not complied with this Agreement;

(b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or

(c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

- 2.3. A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.
- 2.4. The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

3. Acknowledgements

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

4. Notices

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

5. Relationship between the Parties

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

6. Subcontracting

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

7. Conflict of interest

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

8. Variation, assignment and waiver

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

9. Taxes, duties and government charges

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

10. Spending the Grant

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

11. Repayment

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

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

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

or

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

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

- (a) the Grantee must do so within the time period specified in the notice;
- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

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

- (a) detail and document the conduct and management of the Activity;
- (b) identify the receipt and expenditure of the Grant separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (c) enable all receipts and payments related to the Activity to be identified and reported.

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

13. Reporting and Liaison

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

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

- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements,

in relation to the Activity.

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

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

14. Privacy

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

15. Confidentiality

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

16. Insurance

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

17. Intellectual property

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

18. Dispute resolution

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

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

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

19. **Reduction, Suspension and Termination**

19.1. Reduction in scope of agreement for fault

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

19.2. Suspension

19.2.1. If:

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

the Commonwealth may by written notice:

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

19.2.2. If the Grantee:

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

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

19.3. Termination for fault

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

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

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

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

20. Cancellation or reduction for convenience

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

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

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

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

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

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

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

21. Survival

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

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

22. Definitions

In this Agreement, unless the contrary appears:

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

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

**Australian Government****Department of Infrastructure, Transport,
Regional Development and Communications****Approval of Work Schedule and Eligible Projects under the Extension of the Local Roads and
Community Infrastructure Program (LRCI Phase Two)****Kiama Municipal Council, NSW**

1. The Department confirms it has received an executed Grant Agreement in relation to LRCI Phase Two and the entity is an Eligible Grant Recipient.
2. The Department has assessed the eligibility of projects nominated by the Eligible Grant recipient for funding under LRCI Phase Two at **Attachment A**.
3. I agree that the projects nominated meet the requirements for eligible projects set out in Section 5 of the COVID-19 LRCI Program Guidelines.
4. I approve the payment of the first instalment of \$415,154.
5. Subsequent payments will be made according to the payment schedule and reporting requirements outlined in the Program Guidelines.

Daniel Caruso

s22(1)(a)(ii)

Date:

7/6/21

Comments:

Australian Government

Department of Infrastructure, Transport,
Regional Development and Communications

Local Roads and Community Infrastructure Program Phase 2 Work Schedule - Project Nomination

Declaration

I declare that:

- I have read, understood and agree to abide by the Program Guidelines on the Department's website at www.investment.infrastructure.gov.au/lrci as in force at the time of submission
- I have read, understood and agree to the Grant Agreement
- The information I have submitted in this form is, to the best of my knowledge, true, accurate and complete. I also understand that giving false or misleading information is a serious offence under the *Criminal Code 1995* (Cth)
- The project is an eligible grant activity
- The project will be physically complete by 31 December 2021 unless otherwise agreed by the Department
- To the best of my knowledge there are no conflicts of interest OR I have separately provided information to the Department on any conflicts of interest
- I understand that a condition of this grant funding is that the Eligible Funding Recipient commits to a minimum level of infrastructure spending in the 2021-22 financial year in accordance with the requirements outlined in the Grant Agreement and Program Guidelines.
- That the Eligible Funding Recipient and its subcontractors and independent contractors will comply with all applicable laws
- I understand that the Local Roads and Community Infrastructure Program is an Australian Government program and that the Department will use the information provided in accordance with the following:
 - Australian Government Public Data Policy Statement
 - Commonwealth Grants Rules and Guidelines
 - Applicable Australian laws.
- I am authorised to complete this form and to sign and submit this declaration on behalf of the Eligible Funding Recipient.

☒ Yes

☐ No

Full name:

s47F

Position: Acting Director – Engineering & Works

Email address: council@kiama.nsw.gov.au

Date: 24/5/2021



Australian Government

Department of Infrastructure, Transport,
Regional Development and Communications

Local Roads and Community Infrastructure Program Phase 2 - Work Schedule - Project Nomination

Funding Recipients are required to nominate project(s) they plan to undertake with LRCI Program Phase 2 funding by providing information to the Department of Infrastructure, Transport, Regional Development and Communications ('Department') via emailing IIP@infrastructure.gov.au. A separate Project Nomination row must be completed for each project or group of small projects that an Eligible Funding Recipient wishes to undertake.

For ease of assessment, and to limit requests for more information, please fill all fields as completely and accurately as possible.

Name [Council, State]		Kiama Municipal Council, NSW				LRCI Phase 2 Funding Allocation					\$830,307
#	Project Name	Project Description / Problem Being Addressed	Infrastructure Type	Total Project Cost	LRCI Phase 2 Funding Required *	Construction Start Date	Construction End Date	Estimated jobs supported		Project Electorate	Project Land / Asset Owner **
	[Project location or street address: Work category]	[Please align project description to project work categories on Page 3 where possible]	[Please select one item]	[\$]	[\$]	[MM/YY]	[MM/YY]	[Numerical figure – refer FAQ instructions]		[Please list the Federal Project Electorate]	[Please select one item]
					Funding required should not exceed allocation	Construction to be within 01/21 and 12/21, as per guidelines		Council employees	Contractors		
1	Shoalhaven St carpark	Construction of an off-road car park near two schools	Combination	\$135,000	\$135,000	1/7/21	30/9/21		5	Gilmore	Council
2	Kendalls Beach south carpark	Construction of an off-road car park at a beach reserve	Road	\$91,000	\$91,000	1/7/21	30/9/21		5	Gilmore	Council
3	Jubilee Pk carpark renewal	Construction of an off-road car at sporting grounds	Road	\$60,000	\$60,000	1/8/21	30/10/21		5	Gilmore	Council
4	Minnamurra Wharf access renewal	Reconstruction of new pedestrian access ramps/ stairs to public wharf.	Community	\$100,000	\$100,000	1/7/21	30/10/21	3		Gilmore	Council
5	Gerringong tennis club light poles	Works to replace and upgrade sports lighting to tennis courts	Community	\$80,000	\$80,000	1/7/21	30/10/21		5	Gilmore	Council
6	Blowhole Pt / Black Beach bollards	Works relating to replacement of existing bollards along the foreshore	Community	\$20,000	\$20,000	1/7/21	30/10/21	3		Gilmore	Council
7	Bombo sports fields barrier fencing	Works to replace and upgrade boundary barrier fencing around sporting ovals.	Community	\$31,000	\$31,000	1/7/21	30/10/21	3		Gilmore	Council
8	Emery Reserve playground	Replacement of playground	Community	\$125,000	\$125,000	1/7/21	30/11/21		6	Gilmore	Council



Australian Government

Department of Infrastructure, Transport,
Regional Development and Communications

Name [Council, State]		Kiama Municipal Council, NSW				LRCI Phase 2 Funding Allocation					\$830,307
#	Project Name	Project Description / Problem Being Addressed	Infrastructure Type	Total Project Cost	LRCI Phase 2 Funding Required *	Construction Start Date	Construction End Date	Estimated jobs supported		Project Electorate	Project Land / Asset Owner **
	[Project location or street address: Work category]	[Please align project description to project work categories on Page 3 where possible]	[Please select one item]	[\$]	[\$]	[MM/YY]	[MM/YY]	[Numerical figure – refer FAQ instructions]		[Please list the Federal Project Electorate]	[Please select one item]
				Funding required should not exceed allocation		Construction to be within 01/21 and 12/21, as per guidelines		Council employees	Contractors		
9	Old School Park playground	Replacement of town centre playground	Community	\$162,000	\$162,000	1/7/21	30/11/21		6	Gilmore	Council
10	Crooked River Rd footpath	Construction of pedestrian infrastructure to bridge access	Community	\$12,200	\$12,200	1/10/21	30/11/21	3		Gilmore	Council
11	James Oates reserve footpath	Construction of pedestrian infrastructure in a reserve to relocate pedestrians away from vehicles	Community	\$14,107	\$14,107	1/10/21	30/11/21	3		Gilmore	Council
11	Total	-	-	\$830,307	\$830,307	-	-	15	32	-	-

Has the availability of funding under the Local Roads and Community Infrastructure Program required you to hire additional Council staff?										Yes	Number
											1

#	* If project is not fully funded by LRCI, state details of Council or other contribution	** If Project Land or Asset Owner is not Council, please indicate nature of permission	If applicable, details of any recycled materials used on the project



Australian Government

Department of Infrastructure, Transport,
Regional Development and Communications

Project Work Categories

Work Category	Description
General Road Maintenance	Pothole repairs, vegetation clearing, minor crack sealing and grading (unless new gravel is being added) are all considered to be general maintenance.
Construction of a new road	Construction of a road where no road existed on that alignment before.
Reconstruction	Rebuilding a road that already exists (can include upgrading)
Rehabilitation	Work to return a road to its original standard
Widening	Work to make the surface or pavement of a road wider
Sheeting / Re-sheeting	Where additional gravel etc. is added on top of an existing road
Sealing	Putting a seal on an unsealed road.
Resealing	Second or subsequent sealing of roads
Bridge works	Any work involving bridges or culverts
Tunnel works	A tunnel to enable the building an underground road
Drainage	Culverts, kerb and guttering and related activities where the purpose of the works is to improve drainage only.
Traffic improvement	Works involving traffic calming devices, traffic lights, pedestrian islands, lighting, warning signs and roundabouts
Street lighting equipment	Works related to vehicle traffic and pedestrian lighting
Closed Circuit TV (CCTV)	Works associated with installing a fixed mobile CCTV system
Bicycle and Walking Paths	Works involving cycling and pedestrian infrastructure
Painting/Improvements to community facilities	Community facilities include community centres, community halls, childcare centres, educational establishment, club houses, and entertainment facilities
Repairs/Replacement of fencing	Works relating to building a new fence or repairs/replacement of existing fences
Improved Accessibility of Community Facilities and Areas	Works could include pedestrian bridges, ramps, accessible public toilets, and designated car parking for individuals with a disability
Landscaping Improvements	Works could include tree planting to increase shade, creation of green spaces, and beautification of roundabouts
Picnic Shelters or Barbeque Facilities at Community Parks	Self-explanatory
Playgrounds and Skate parks (including all ability playgrounds)	Self-explanatory
Toilet Blocks	Works relating to construction or maintenance of public toilet block amenities
Replacement of Light Bulbs in Street Lights	Self-explanatory
Noise and Vibration Mitigation Measures	Works related to reducing and mitigating noise and vibrations, such as quieter pavement surfaces and noise barriers
Off-road Car Parks	Such as off-road car parks at sporting grounds or parks
Sporting and recreation facilities	Works to upgrade, repair or maintain sporting ovals, courts, swimming pools etc
Other	Works that do not fall into the above categories

Local Roads and Community Infrastructure Grant Agreement

between the Commonwealth represented by

Department of Infrastructure, Transport, Regional Development and Communications

And

The Grantee

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Grant Agreement

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

Parties to this Agreement

The Grantee

Full legal name of Grantee	<i>Kiama Municipal Council</i>
Australian Business Number (ABN)	<i>22 379 679 108</i>

The Commonwealth

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

ABN 86 267 354 017

Background

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

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

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) the COVID-19 Local Roads and Community Infrastructure Program Guidelines – Phase 3;
- (f) any other document referenced or incorporated in the Grant Details.

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

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

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

Grant Details

A. Purpose of the Grant

The Grant is being provided as part of Phase 3 of the Local Roads and Community Infrastructure Program (LRCI Program).

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

The Phase 3 extension of the LRCI Program is a temporary, targeted stimulus measure responding to the serious, ongoing economic impacts of COVID-19. The LRCI Program assists a community-led recovery from COVID-19 by supporting local jobs, firms, and procurement.

The intended outcomes of the LRCI Program are to:

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

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

B. Activity

- 1 The Grantee is required to use the Grant funds to undertake the Eligible Projects set out in the approved Work Schedule. The Grantee must also meet the requirements set out in the Phase 3 Guidelines.

2 Work Schedule

2.1 The Grantee must submit a draft Work Schedule in the manner and form notified by the Commonwealth, and in accordance with the requirements in this Agreement and the Phase 3 Guidelines.

2.2 The total amount of Grant funding sought under the draft Work Schedule cannot exceed the amount of the Grant specified at Item D (Payment of the Grant).

- 3 The Commonwealth will review the draft Work Schedule following the process detailed in the Phase 3 Guidelines (as in force at the time the decision to approve the Work Schedule is made).

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

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

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

- 4 The Grantee can only spend Grant money on Eligible Projects detailed in an Approved Work Schedule. Grant money cannot be used for Ineligible Projects or Ineligible Expenditure as set out in Section 5 of the Phase 3 Guidelines.

5 Conflicts of Interest

5.1 The Grantee must disclose if any of their personnel:

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

5.2 The Grantee must include in the Work Schedule:

- 5.2.1 any details of any real, apparent, or potential conflicts of interest that may arise in relation to the Grantee's nominated projects, or the program;
- 5.2.2 details of how the Grantee proposes to manage these or any other conflict of interest that may arise; or
- 5.2.3 that to the best of their knowledge, there are no conflicts of interest.

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

6 Changes to Grantees and Eligible Projects

6.1 Grantees must notify the Commonwealth of significant changes that are likely to affect an Eligible Project or their participation in Phase 3 of the LRCI Program. This includes any key changes to the Grantee's organisation, particularly if it affects their ability to complete an Eligible Project, carry on their business and pay debts due.

C. Duration of the Grant

Activity start date	Activity Completion Date
20 October 2021	31 December 2023

7 Activity Timeframe

7.1 Construction activity on Eligible Projects must be undertaken between 1 January 2022 and 30 June 2023, other costs associated with Eligible Projects may continue to 31 December 2023.

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

7.3 The Agreement ends on 31 December 2023 which is the **Agreement End Date**.

D. Payment of the Grant

8 The total maximum amount of the Grant is \$646,688. This is the Grantee's Phase 3 Allocation.

8.1 The Grantee's bank account for Phase 3 of the LRCI program is the bank account the Grantee uses for the LRCI Program. A change to a bank account must follow the process notified by the Commonwealth.

8.2 In order for the Grantee to receive the full Grant amount, the Grantee must have submitted a draft Work Schedule for the total Grant amount by 30 June 2022.

8.3 If the Grantee has not applied for the full Grant amount in a draft Work Schedule by 30 June 2022, the Commonwealth has the right to not pay the Grantee the amount of the Grant not applied for by the Grantee.

9 Grant Instalments

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

9.1.1 receipt of required Reports by the Commonwealth;

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

9.1.3 the required information contained in Work Schedules;

9.1.4 the Commonwealth's consideration of other relevant information;

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

9.1.6 the requirements in the Phase 3 Guidelines (as in force at the time the decision to make a payment is made) being met.

9.2 A Low Value Grant is a Grant of \$750,000 or less. Low Value Grantees can receive 75 per cent of their Grant amount as their First Instalment provided they have nominated projects totaling 75 per cent or more of their Grant amount.

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

Table 1 Grant Payment Overview

Payment milestone	Grant payment date	Amount
First Instalment: Work Schedule approval payment	The First Instalment of the Grant will be paid after 1 January 2022 and after the Grantee's Work Schedule has been approved.	The first payment will be equal to 50 per cent of the Grant, unless the Grantee is the recipient of a Low Value Grant. For Low Value Grant, the Grantee will receive 75% of their Grant in their first instalment.
Progress Instalments: The Grantee can receive multiple progress payments.	Within four weeks of the Department's acceptance of a complete and accurate Quarterly Report.	A Progress Instalment will be equal to the Grantee's: <ul style="list-style-type: none"> • actual expenditure until the end of the period covered by the relevant Quarterly Report; and • projected expenditure on Eligible Projects in an Approved Work Schedule to the end of the subsequent quarter; <p>less:</p> <ul style="list-style-type: none"> • received instalments; and • 10 per cent of the Grant. <p>For a Low Value Grant, the Grantee can apply to receive the residual of grant funds at the time of a Quarterly Report being submitted provided they also submit completed acquittal documentation.</p>
Final Instalment: Final payment	Within four weeks of the Department's acceptance of the complete and accurate Annual Report and the decision to release the Final Instalment	The Final Instalment will equal the smaller of: <ul style="list-style-type: none"> • the residual amount of the Grant; or • the total eligible expenditure and projected expenditure to the end of the Eligible Projects; <p>less instalments paid to date.</p>

E. Reporting

- 11 The Grantee agrees to update Work Schedules in accordance with:
 - 11.1 the Phase 3 Guidelines as in force from time to time; and
 - 11.2 any other requirements notified by the Commonwealth.
- 12 The Grantee agrees to create the following reports in the manner and form specified by the Commonwealth and provide the reports to the Commonwealth representative:
 - 12.1 Quarterly Reports; and
 - 12.2 Annual Reports.
- 13 The Grantee must provide Reports in accordance with the timeframes at **Table 2: Reports** unless 14 or 15 applies.
- 14 If the Grantee has expended their Grant and/or returned any unspent Grant funding, after providing the Quarterly Report for the quarter in which this occurs, the Grantee is not required to provide further Quarterly reports but will still be required to provide the Annual Report.
- 15 For a Low Value Grant, if the Grantee has expended their Grant and/or returned any unspent grant funds, after providing the Quarterly Report for the quarter in which this occurs, the Grantee is not required to provide further Quarterly reports. A Grantee with a Low Value Grant can file acquittal documentation at this time.

Table 2 Reports		
Lodgement period for Quarterly Reports	Quarter: Actual expenditure period	Quarterly Report
1–30 April 2022	Commencement – 31 March 2022	Actual expenditure and eligible project updates for the period commencing on the date of the executed Grant Agreement and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 July 2022	1 April – 30 June 2022	Actual expenditure and eligible project updates for the period commencing on 1 January 2022 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 October 2022	1 January 2022– 30 June 2022	Annual Report Actual expenditure and eligible project updates from 1 January 2022 to 30 June 2023.
1–31 October 2022	1 July – 30 September 2022	Actual expenditure and eligible project updates for the period commencing on 1 January 2022 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 January 2023	1 October – 31 December 2022	Actual expenditure for the period commencing on 1 January 2022 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–30 April 2023	1 January – 31 March 2023	Actual expenditure for the period commencing on 1 January 2022 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 October 2023	1 January 2022– 30 June 2023	Annual Report Actual expenditure and eligible project updates from 1 January 2022 to 30 June 2023.

16 Quarterly Reports

- 16.1 Quarterly Reports must be in the manner and form notified by the Commonwealth in accordance with the Phase 3 Guidelines.

17 Annual Reports

- 17.1 Annual Reports must be in the manner and form notified by the Commonwealth in accordance with the Phase 3 Guidelines.

18 Acquittal Process for Low Value Grants

- 18.1 The Acquittal Process must be in the manner and form notified by the Commonwealth in accordance with the Phase 3 Guidelines.

F. Party representatives and address for notices

Grantee's representative and address

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

Commonwealth representative and address

Name of representative	Benjamin Meagher
Position	Assistant Secretary, Program, Policy and Budget Branch
Postal address	GPO Box 594, Canberra Australian Capital Territory 2601
Physical address	111 Alinga Street, Canberra, Australian Capital Territory 2601
Business hours telephone	02 6274 7111
Email	Benjamin.Meagher@infrastructure.gov.au

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

G. Activity Material

N/A.

Supplementary Terms from Clause Bank**1. Other Contributions**

N/A

2. Activity budget

N/A

3. Intellectual property in Activity Material

N/A

3A. Intellectual property – research

N/A

3B. Creative Commons licence

N/A

4. Access/Monitoring/Inspection

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

(a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and

(b) permission to inspect and take copies of any Material relevant to the Activity.

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

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

5. Equipment and Assets

N/A

6. Specified Personnel

N/A

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

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

(a) are appropriately qualified to perform the tasks indicated;

(b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity and

(c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

8. Vulnerable Persons

N/A

9. **Child safety**

N/A

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

N/A

11. **Jurisdiction**

N/A

12. **Grantee trustee of Trust**

N/A

13. **Fraud**

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

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

13.3. If the Grantee becomes aware of:

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

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

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

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

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

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

14. **Prohibited dealings**

N/A

15. **Anti-corruption**

15.1. In this Agreement:

Illegal or Corrupt Practice means directly or indirectly:

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

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

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

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

22. **Transition**

N/A

23. **Corporate governance**

N/A

23A. **Incorporation requirement**

N/A

24. **Counterparts and execution**

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

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

25. **Employees subject to SACS Decision**

N/A

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

N/A

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

N/A

28. **Secret and Sacred Indigenous Material**

N/A



Signature

Executed as an agreement:

Grantee

Full legal name of the Grantee <name of the grantee> <ABN of the grantee>	Kiama Municipal Council. ABN-22 379 679 108	
Signatory Name	s47F	Director Exw.
Signature	s47F	
Date	29/6/22.	
Witness Name	s47F	
Signature and date	s47F	29/6/22.

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development and Communications	
Name	Benjamin Meagher
Position	Assistant Secretary, Program, Policy and Budget Branch
Date	21 October 2021
Signature	s22(1)(a)(ii) 
Witness Name The witness is not a party to this deed. The witness witnessed the affixing of the above delegate's electronic signature to the master form of agreement from which this Agreement was generated	s22(1)(a)(ii) 
Signature and date	s22(1)(a)(ii)  21 October 2021

Schedule 1: Commonwealth Standard Grant Conditions

1. Undertaking the Activity

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

2. Payment of the Grant

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

3. Acknowledgements

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

4. Notices

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

5. Relationship between the Parties

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

6. Subcontracting

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

7. Conflict of interest

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

8. Variation, assignment and waiver

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

9. Taxes, duties and government charges

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

10. Spending the Grant

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

11. Repayment

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

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

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

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

or

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

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

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

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

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

12. Record keeping

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

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

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

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

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

13. Reporting and Liaison

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

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

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

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

in relation to the Activity.

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

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

14. Privacy

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

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

15. Confidentiality

15.1. The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2. The Commonwealth may disclose the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

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

17. Intellectual property

17.1. Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

17.2. This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

17.3. The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.4. The licence in clause 17.3 does not apply to Activity Material.

18. Dispute resolution

18.1. The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2. Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3. The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4. Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene

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

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

19. **Reduction, Suspension and Termination**

19.1. Reduction in scope of agreement for fault

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

19.2. Suspension

19.2.1. If:

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

19.2.2. If the Grantee:

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

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

19.3. Termination for fault

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

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

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

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

20. **Cancellation or reduction for convenience**

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

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

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

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

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

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

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

21. Survival

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

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

22. Definitions

In this Agreement, unless the contrary appears:

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

- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
 - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
 - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
 - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
 - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Phase 3 Guidelines** means the 'COVID-19 Local Roads and Community Infrastructure Program Guidelines – Phase 3'
- **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.

Australian Government

Department of Infrastructure, Transport,
Regional Development and Communications

Local Roads and Community Infrastructure Program Phase 3 Work Schedule - Project Nomination

Declaration

I declare that:

- I have read, understood and agree to abide by the Program Guidelines on the Department's website at <https://investment.infrastructure.gov.au/about/local-initiatives/local-roads-and-community-infrastructure/resources.aspx> as in force at the time of submission
- I have read, understood and agree to the Phase 3 Grant Agreement and a signed copy has been provided to the Department
- The information I have submitted in this form is, to the best of my knowledge, true, accurate and complete. I also understand that giving false or misleading information is a serious offence under the *Criminal Code 1995* (Cth)
- The project is an eligible grant activity
- The project will be physically complete by 30 June 2023 unless otherwise agreed by the Department
- To the best of my knowledge there are no conflicts of interest OR I have separately provided information to the Department on any conflicts of interest
- I understand that a condition of this grant funding is that the Eligible Funding Recipient commits to a minimum level of infrastructure spending in the 2021-22 and 2022-23 Financial Years in accordance with the requirements outlined in the Grant Agreement and Program Guidelines.
- That the Eligible Funding Recipient and its subcontractors and independent contractors will comply with all applicable laws
- I understand that the Local Roads and Community Infrastructure Program is an Australian Government program and that the Department will use the information provided in accordance with the following:
 - Australian Government Public Data Policy Statement
 - Commonwealth Grants Rules and Guidelines
 - Applicable Australian laws.
- I am authorised to complete this form and to sign and submit this declaration on behalf of the Eligible Funding Recipient.

☒ Yes

☐ No

Full name: s47F

Position: Director Engineering & Works

Email address: s47F@kiama.nsw.gov.au

Date: June 29, 2022

Local Roads and Community Infrastructure Program Phase 3 - Work Schedule - Project Nomination

Funding Recipients are required to nominate project(s) they plan to undertake with LRCI Program Phase 3 funding by providing information to the Department of Infrastructure, Transport, Regional Development and Communications ('Department') via emailing LRCIP@infrastructure.gov.au. A separate Project Nomination row must be completed for each project or group of small projects that an Eligible Funding Recipient wishes to undertake. For ease of assessment, and to limit requests for more information, please complete all fields as completely and accurately as possible.

Name		Kiama Municipal Council, NSW				LRCI Phase 3 Funding Allocation						\$646,688		
#	Project Name	Project Description / Problem Being Addressed	Infrastructure Type	Total Project Cost	LRCI Phase 3 Funding Required	Construction Start Date	Construction Completion Date	Estimated jobs supported		Project Electorate	Project Location	Project Land / Asset Owner **	Indigenous employment or business use	Recycled materials used
	[Project location or street address: Work category]	[Please align project description to project work categories on Page 3 where possible]	[Please select one item]	[\$]	[\$]	[MM/YY]	[MM/YY]	[Numerical figure – refer FAQ instructions]		[Please list the Federal Project Electorate]		[Please select one item]		
				Funding required should not exceed allocation		Construction to be within, 01/22 and 06/23 as per guidelines		Council employees	Contractors		Coordinates		Yes/ no	Yes/ no
1	Carpark Reseal Work Category: Reseal	Resealing sections of on-road car parking bays in Manning Street, Kiama Problem - Hazard and damage to motor vehicles Benefit - Protect and extend the road lifespan by repairing surface damage and providing an extra layer of protection against traffic, vehicle fluids and harsh weather conditions	Road	\$30,000	\$30,000	01/23	04/23	1	6	Gilmore	34°40'35.95"S 150°51'8.39"E	Council	No	No
2	Road Reseal Work Category: Reseal	Resealing of road sections using deep lift asphalt method across various sites including: Terralong Street, Kiama; Collins Street, Kiama; Gipps Street, Kiama; Oxley Avenue, Kiama Downs; Curramore Road, Jamberoo; Morrow Street, Gerringong; Coal Street, Gerringong Problem - Hazard and damage to motor vehicles Benefit - Protect and extend the road lifespan by repairing surface damage and providing an extra layer of protection against traffic, vehicle fluids and harsh weather conditions	Road	\$210,000	\$210,000	01/23	06/23	1	40	Gilmore	34°40'5.26"S 150°51'3.66"E	Council	No	No
3	Kiama Community Gardens Work Category: Improvements to Community Facilities	Replace rotting roof at Kiama Community Garden – Havilah Place, Kiama Problem - Unsafe community facility Benefit - A safe multi-use space that can be used by the community to build social networks and community wellbeing	Community	\$40,000	\$40,000	01/23	04/23	1	8	Gilmore	34°40'7.64"S 150°50'53.25"E	Council	No	No
4	Girl Guides Hall Kiama Work Category: Improvements to Community Facilities	Replace rotting timber floor at Girl Guides Hall, Hindmarsh Park, Kiama Problem - Unsafe community facility Benefit - A safe multi-use space that can be used by the community to build social networks and community wellbeing	Community	\$100,000	\$100,000	01/23	04/23	1	20	Gilmore	34°40'9.12"S 150°51'14.93"E	Council	No	No
5	South Werri Reserve Redevelopment Work Category: Sporting and Recreational Facilities	South Werri Reserve Masterplan of Proposed Recreation Area Redevelopment and Initial Works Problem - The current configuration, capacity, usage and functionality of the sports complex does not maximise the use of sporting and active recreation facilities and spaces Benefit - Provide a framework for future development of the site over an extended period of time so that adhoc improvements are avoided and community use and long-term viability are maximised and incorporate best practise sustainable design	Community	\$75,000	\$75,000	01/23	06/23	1	15	Gilmore	34°44'51.81"S 150°49'51.81"E	Council	No	No

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Name		Kiama Municipal Council, NSW				LRCI Phase 3 Funding Allocation						\$646,688		
#	Project Name	Project Description / Problem Being Addressed	Infrastructure Type	Total Project Cost	LRCI Phase 3 Funding Required	Construction Start Date	Construction Completion Date	Estimated jobs supported		Project Electorate	Project Location	Project Land / Asset Owner **	Indigenous employment or business use	Recycled materials used
	[Project location or street address: Work category]	[Please align project description to project work categories on Page 3 where possible]	[Please select one item]	[\$]	[\$]	[MM/YY]	[MM/YY]	[Numerical figure – refer FAQ instructions]		[Please list the Federal Project Electorate]		[Please select one item]		
				Funding required should not exceed allocation		Construction to be within, 01/22 and 06/23 as per guidelines		Council employees	Contractors		Coordinates		Yes/ no	Yes/ no
6	Kiama Sports Complex Redevelopment Work Category: Sporting and Recreational Facilities	Kiama Sports Complex Masterplan of Proposed Redevelopment and Initial Works Problem - The current configuration, capacity, usage and functionality of the sports complex does not maximise the use of sporting and active recreation facilities and spaces Benefit - Provide a framework for future development of the site over an extended period of time so that adhoc improvements are avoided and community use and long-term viability are maximised and incorporate best practise sustainable design	Community	\$75,000	\$75,000	01/23	06/23	1	15	Gilmore	34°38'42.39"S 150°46'36.54"E	Council	No	No
7	Irvine Oval Lighting Project Work Category: Sporting and Recreational Facilities	Design and install of Lighting Plan at Irvine Oval, Jamberoo. Problem - Insufficient lighting for fields to be utilised safely, limited use of facility due to poor lighting Benefit - Provide a more efficient and better performing system to illuminate the grounds to meet current sporting industry Standards and Guidelines, increase community participation and allow for extended hours of use to encourage a healthier community	Community	\$116,688	\$116,688	01/23	06/23	1	20	Gilmore	34°38'42.39"S 150°46'36.54"E	Council	No	No
7	Total	-	-	\$646,688	\$646,688	-	-	7	124	-	-	-	-	-

Has the availability of funding under the Local Roads and Community Infrastructure Program required you to hire additional Council staff?	No	Number
		N/A

#	* If project is not fully funded by LRCI, state details of Council or other contribution	** If Project Land or Asset Owner is not Council, please indicate nature of permission	If applicable, details of any recycled materials used on the project

Project Work Categories

Work Category	Description
General Road Maintenance	Pothole repairs, vegetation clearing, minor crack sealing and grading (unless new gravel is being added) are all considered to be general maintenance.
Construction of a new road	Construction of a road where no road existed on that alignment before.
Reconstruction	Rebuilding a road that already exists (can include upgrading)
Rehabilitation	Work to return a road to its original standard
Widening	Work to make the surface or pavement of a road wider
Sheeting / Re-sheeting	Where additional gravel etc. is added on top of an existing road
Sealing	Putting a seal on an unsealed road.
Resealing	Second or subsequent sealing of roads
Bridge works	Any work involving bridges or culverts
Tunnel works	A tunnel to enable the building an underground road
Drainage	Culverts, kerb and guttering and related activities where the purpose of the works is to improve drainage only.
Traffic improvement	Works involving traffic calming devices, traffic lights, pedestrian islands, lighting, warning signs and roundabouts
Street lighting equipment	Works related to vehicle traffic and pedestrian lighting
Closed Circuit TV (CCTV)	Works associated with installing a fixed mobile CCTV system
Bicycle and Walking Paths	Works involving cycling and pedestrian infrastructure
Painting/Improvements to community facilities	Community facilities include community centres, community halls, childcare centres, educational establishment, club houses, and entertainment facilities
Repairs/Replacement of fencing	Works relating to building a new fence or repairs/replacement of existing fences
Improved Accessibility of Community Facilities and Areas	Works could include pedestrian bridges, ramps, accessible public toilets, and designated car parking for individuals with a disability
Landscaping Improvements	Works could include tree planting to increase shade, creation of green spaces, and beautification of roundabouts
Picnic Shelters or Barbeque Facilities at Community Parks	Self-explanatory
Playgrounds and Skate parks (including all ability playgrounds)	Self-explanatory
Toilet Blocks	Works relating to construction or maintenance of public toilet block amenities
Replacement of Light Bulbs in Street Lights	Self-explanatory
Noise and Vibration Mitigation Measures	Works related to reducing and mitigating noise and vibrations, such as quieter pavement surfaces and noise barriers
Off-road Car Parks	Such as off-road car parks at sporting grounds or parks
Sporting and recreation facilities	Works to upgrade, repair or maintain sporting ovals, courts, swimming pools etc
Other	Works that do not fall into the above categories

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Local Roads and Community Infrastructure Program

Grant Agreement – Phase 4

between the Commonwealth represented by

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

And

The Grantee

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Infrastructure, Transport, Regional Development, Communications and the Arts

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Grant Agreement

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

Parties to this Agreement

The Grantee

Full legal name of Grantee	<i>Kiama Municipal Council</i>
Australian Business Number (ABN)	22 379 679 108
State	NSW

The Commonwealth

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

ABN 86 267 354 017

Background

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

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

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) the Local Roads and Community Infrastructure Program Guidelines – Phase 4;
- (f) any other document referenced or incorporated in the Grant Details.

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

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

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

Grant Details

A. Purpose of the Grant

The Grant is being provided as part of Phase 4 of the Local Roads and Community Infrastructure Program (LRCI Program).

Phase 4 of the LRCI Program is a temporary measure of direct funding to local councils to deliver priority local road and community infrastructure projects, supporting local jobs, firms and procurement.

The objective of the LRCI Program is to support additional infrastructure construction activity in local communities across Australia.

The intended outcome of the LRCI Program is to deliver benefits to communities, such as improved road safety, accessibility and visual amenity.

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

B. Activity

1. Funding Overview

- 1.1. The Grantee is required to use the Grant funds to undertake the Eligible Projects set out in the approved Work Schedule. The Grantee must also meet the requirements set out in the Phase 4 Guidelines.
- 1.2. Funding received under **Part A** can be spent on any eligible local road or community infrastructure project.

- 1.3. Funding received under **Part B** can be spent on eligible local rural, regional or outer-urban road projects, unless as otherwise agreed by the Department.

2. Work Schedule

- 2.1. The Grantee must submit a draft Work Schedule in the manner and form notified by the Commonwealth, and in accordance with the requirements in this Agreement and the Phase 4 Guidelines.
- 2.2. The total amount of Grant funding sought under the draft Work Schedule cannot exceed the amount of the Grant specified at Item D (Payment of the Grant).
- 2.3. The Commonwealth will review the draft Work Schedule following the process detailed in the Phase 4 Guidelines (as in force at the time the decision to approve the Work Schedule is made).
- 2.4. The Grantee will be advised in writing if its Work Schedule is approved.
- 2.5. The Commonwealth's approval of the draft Work Schedule may be subject to conditions, including: the removal of some of the nominated projects where the Commonwealth does not consider they are Eligible Projects or otherwise meet the requirements of this Grant Agreement or the objectives of the LRCI Program – in which case the Grantee may submit an updated Work Schedule that includes additional nominated projects for approval at any time.
- 2.6. The Commonwealth's decision regarding the approval of the draft Work Schedule and/or any conditions is at its absolute discretion and is final. Once approved, the Work Schedule forms part of this Grant Agreement. The approval of the Work Schedule is a condition for release of the First Instalment of Grant money.
- 2.7. The Grantee can only spend Grant money on Eligible Projects detailed in an Approved Work Schedule. Grant money cannot be used for Ineligible Projects or Ineligible Expenditure as set out in Section 5 of the Phase 4 Guidelines.

3 Conflicts of Interest

- 3.1 The Grantee must disclose if any of their personnel:

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

3.2 The Grantee must include in the Work Schedule:

- 3.2.1 any details of any real, apparent, or potential conflicts of interest that may arise in relation to the Grantee's nominated projects, or the program;
- 3.2.2 details of how the Grantee proposes to manage these or any other conflict of interest that may arise; or
- 3.2.3 that to the best of their knowledge, there are no conflicts of interest.

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

4 Changes to Grantees and Eligible Projects

4.1 Grantees must notify the Commonwealth of significant changes that are likely to affect an Eligible Project or their participation in Phase 4 of the LRCI Program. This includes any key changes to the Grantee's organisation, particularly if it affects their ability to complete an Eligible Project, carry on their business and pay debts due.

C. Duration of the Grant

Agreement start date	Agreement end date
01 July 2023	30 June 2026
Eligible Construction Time Period start date	Eligible Construction Time Period end date
01 July 2023	30 June 2025

5 Activity Timeframe

5.1 Construction activity on Eligible Projects must be undertaken between 1 July 2023 and 30 June 2025, other costs associated with Eligible Projects may continue to 31 December 2025.

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

5.3 The Agreement ends on 30 June 2026 which is the **Agreement End Date**.

5.4 For information relating to ECTP extensions beyond 30 June 2025, please refer to *Section 5.4 Eligible Construction Time Period (ECTP)* in the Phase 4 Program Guidelines.

D. Payment of the Grant

6 Grant Amount

The total maximum amount of the Grant is **\$509,856**. This is the Grantee's Phase 4 Allocation and is comprised of:

Part A - **\$323,344** for approved local road and community infrastructure projects;
and where applicable,

Part B - **\$186,512** for approved road projects in regional, rural and outer-urban areas only, unless otherwise agreed by the Department.

6.1 The Grantee's bank account for Phase 4 of the LRCI program is the bank account the Grantee uses for the LRCI Program. A change to a bank account must follow the process notified by the Commonwealth.

6.2 In order for the Grantee to receive the full Grant amount, the Grantee must have submitted a draft Work Schedule for the total Grant amount by 31 December 2024.

6.3 If the Grantee has not applied for the full Grant amount in a draft Work Schedule by 31 December 2024, the Commonwealth has the right to not pay the Grantee the amount of the Grant not applied for by the Grantee.

7 Grant Instalments

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

- 7.1.1 receipt of required Reports by the Commonwealth;
- 7.1.2 the Commonwealth's decision on Reports and information provided therein;
- 7.1.3 the required information contained in Work Schedules;
- 7.1.4 the Commonwealth's consideration of other relevant information;
- 7.1.5 compliance by the Grantee with its obligations under this Agreement;
and
- 7.1.6 the requirements in the Phase 4 Guidelines (as in force at the time the decision to make a payment is made) being met.

7.2 A Low Value Grant is a Grant of \$1,000,000 or less. Low Value Grantees can receive 60 per cent of their Grant amount as their First Instalment provided they have nominated projects totaling 60 per cent or more of their Grant amount.

8 Payments will be paid in accordance with Table 1: Grant Payments

Table 1 Grant Payment Overview

Payment milestone	Grant payment date	Amount
First Instalment: Work Schedule approval payment	The First Instalment of the Phase 4 Nominal Funding Allocation will be paid after 1 July 2023 and after the Eligible Funding Recipient's Work Schedule has been approved.	The First Instalment will be equal to 40 per cent of an Eligible Funding Recipient's Phase 4 Nominal Funding Allocation. For Low Value Grants, Eligible Funding Recipients will receive 60 per cent of their Phase 4 Nominal Funding Allocation in their first instalment.
Progress Instalments: Eligible Funding Recipients can receive multiple progress payments up to 90 per cent of the Nominal Funding Allocation (less the 10 per cent held for the final payment).	Within four weeks of the Department's acceptance of a complete and accurate Ad-hoc Report	A Progress Instalment will be equal to the Eligible Funding Recipient's: <ul style="list-style-type: none"> • actual expenditure until the end of the period covered by the relevant Ad-hoc Report; and • projected expenditure on Eligible Projects in an Approved Work Schedule for the next 3 months; <u>less:</u> <ul style="list-style-type: none"> • received instalments; and • 10 per cent of the Phase 4 Nominal Funding Allocation. For Low Value Grants, Eligible Funding Recipients can apply to receive the residual of grant funds at the time of an Ad hoc Report being submitted provided they also submit completed acquittal documentation.
Final Instalment: Final payment	Within 16 weeks of the Department's acceptance of a complete and accurate Annual Report or Final Report and decision to release the Final Instalment.	The Final Instalment will equal the smaller of: <ul style="list-style-type: none"> • the residual amount of an Eligible Funding Recipient's Phase 4 Nominal Funding Allocation; or • the total eligible expenditure and projected expenditure to the end of the Eligible Projects; <u>less</u> instalments paid to date.

E. Reporting

9 The Grantee agrees to update Work Schedules in accordance with:

9.1 the Phase 4 Guidelines as in force from time to time; and

9.2 any other requirements notified by the Commonwealth.

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

10.1 Quarterly Reports; and

10.2 Annual Reports.

11 The Grantee must provide Reports in accordance with the timeframes at

Table 2: Reports unless 12 or 13 applies.

12 If the Grantee has expended their Grant and/or returned any unspent Grant funding, after providing the Ad hoc Report, the Grantee is not required to provide further ad hoc reports but will still be required to provide the Annual Report.

13 For a Low Value Grant, if the Grantee has expended their Grant and/or returned any unspent grant funds, after providing the Ad hoc Report in which this occurs, the Grantee is not required to provide further Ad hoc Reports. A Grantee with a Low Value Grant can file acquittal documentation at this time.

14 Ad hoc Reports

14.1 Ad hoc Reports should be in the manner and form notified by the Commonwealth in accordance with the Phase 4 Guidelines.

15 Annual Reports

15.1 Annual Reports must be in the manner and form notified by the Commonwealth in accordance with the Phase 4 Guidelines.

16 Acquittal Process for Low Value Grants

16.1 The Acquittal Process must be in the manner and form notified by the Commonwealth in accordance with the Phase 4 Guidelines.

F. Party representatives and address for notices

Grantee's representative and address

The Grantee's Representative is the Grantee's Formal Contact within **Transport Canberra and City Services Directorate (ACT)** under the Local Roads and Community Infrastructure (LRCI) program unless otherwise agreed by the Commonwealth.

Commonwealth representative and address

Name of representative	Benjamin Meagher
Position	Assistant Secretary, Targeted Infrastructure Program Branch
Postal address	GPO Box 594, Canberra Australian Capital Territory 2601
Physical address	111 Alinga Street, Canberra, Australian Capital Territory 2601
Business hours telephone	02 6275 s22(1)(a)(ii)
Email	Queries relating to this agreement should be sent to LRCIP@infrastructure.gov.au

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

G. Activity Material

N/A

Supplementary Terms from Clause Bank

1. Other Contributions

N/A

2. Activity budget

N/A

3. Intellectual property in Activity Material

N/A

3A. Intellectual property – research

N/A

3B. Creative Commons licence

N/A

4. Access/Monitoring/Inspection

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

(a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and

(b) permission to inspect and take copies of any Material relevant to the Activity.

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

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

5. Equipment and Assets

N/A

6. Specified Personnel

N/A

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

- 7.1. The Grantee agrees to ensure that personnel performing work in relation to the Activity: and
- (a) are appropriately qualified to perform the tasks indicated;
 - (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity and
 - (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

8. Vulnerable Persons

N/A

9. Child safety

N/A

10. Commonwealth Material, facilities and assistance

N/A

11. Jurisdiction

N/A

12. Grantee trustee of Trust

N/A

13. Fraud

- 13.1. In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.
- 13.2. The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.
- 13.3. If the Grantee becomes aware of:
- (a) any Fraud in relation to the performance of the Activity; or
 - (b) any other Fraud that has had or may have an effect on the performance of the Activity;

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

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

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

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

14. **Prohibited dealings**

N/A

15. **Anti-corruption**

15.1. In this Agreement:

Illegal or Corrupt Practice means directly or indirectly:

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

15.2. The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.

15.3. The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:

- (a) engage in an Illegal or Corrupt Practice; or
- (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the Criminal Code Act 1995 (Cth).

15.4. The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in CB15.3 in relation to the performance of the Activity.

16. **Step-in rights**

N/A

17. **Grant Administrator**

N/A

18. **Management Adviser**

N/A

19. **Indemnities**

N/A

20. **Compliance with Legislation and policies**

- 20.1. In this Agreement: Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority
- 20.2. The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.
- 20.3. The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

21. **Work health and safety**

- 21.1. The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.
- 21.2. If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause ST21.1.
- 21.3. When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

22. **Transition**

N/A

23. Corporate governance

N/A

23A. Incorporation requirement

N/A

24. Counterparts and execution

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

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

25. Employees subject to SACS Decision

N/A

26. Program interoperability with National Disability Insurance Scheme

N/A

27. Rollover of surplus and uncommitted funds

N/A

28. Secret and Sacred Indigenous Material

N/A

Signature

Executed as an agreement:

Grantee

Full name of the Grantee (funding recipient):	Kiama Municipal Council 22 379 679 108
Authorised Signatory Name:	s47F [Redacted]
Signature:	s47F [Redacted]
Date:	01/09/2023
Witness Name:	s47F [Redacted]
Signature:	s47F [Redacted]
Date:	1 September 2023

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts	
Name:	Benjamin Meagher Assistant Secretary, Targeted Infrastructure Programs Branch
Signature:	s22(1)(a)(ii) [Redacted]
Date:	29/06/2023
Witness Name:	s22(1)(a)(ii) [Redacted]
Signature:	s22(1)(a)(ii) [Redacted]
Date:	29/06/2023

Schedule 1: Commonwealth Standard Grant Conditions

29. Undertaking the Activity

The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

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.

Payment of the Grant

The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

Acknowledgements

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.

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.

The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

Notices

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.

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.

A notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual receipt by the addressee.

A notice received after 5.00 pm, or on a day that is a Saturday, Sunday or public holiday, in the place of receipt, is deemed to be effected on the next day that is not a Saturday, Sunday or public holiday in that place.

The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature, provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 8.

Relationship between the Parties

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

Subcontracting

The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

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.

Conflict of interest

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.

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.

Variation, assignment and waiver

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

The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

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.

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.

Taxes, duties and government charges

The parties have entered into this Grant Agreement on the understanding that the Commonwealth and the Grantee are both government related entities, and that the amount of the Grant and anything else the Grantee receives from another entity in

relation to any supply under this Agreement does not exceed the Grantee's cost of making that supply. On this basis, and in accordance with GSTR 2012/2 the parties rely on s.9-17 of the GST Act for no GST being imposed in connection with a supply made under this Agreement. Consequently, the actual and projected expenditure the Grantee reports to the Commonwealth must exclude the GST component on goods and services, and the payments the Commonwealth makes under this Agreement will not include GST.

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.

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.

If at the commencement of the Agreement the Grantee is not registered for GST and during the term of the Agreement the Grantee becomes, or is required to become, registered for GST, the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST.

Spending the Grant

The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

Within one month after the Activity Completion Date, the Grantee agrees to provide a statement signed by the Grantee in a form specified by the Commonwealth verifying the Grant was spent in accordance with this Agreement.

Repayment

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.

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.

Record keeping

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

- (a) detail and document the conduct and management of the Activity;
- (b) identify the receipt and expenditure of the Grant separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (c) enable all receipts and payments related to the Activity to be identified and reported.

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.

Reporting and Liaison

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

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

- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and
 - (b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements,
- in relation to the Activity.

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.

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).

Privacy

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

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

Confidentiality

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.

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.

Insurance

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.

Intellectual property

Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

The licence in clause 17.3 does not apply to Activity Material.

Dispute resolution

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.

Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

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.

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.

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

Reduction, Suspension and Termination

Reduction in scope of agreement for fault

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.

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

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the

notice if requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

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.

Suspension

If:

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

the Commonwealth may by written notice:

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

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.

Termination for fault

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

- (a) failed to comply with an obligation under this Agreement and the Commonwealth

believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or

(b) provided false or misleading statements in relation to the Grant; or

(c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

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.

Cancellation or reduction for convenience

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.

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

(a) stop or reduce the performance of the Grantee's obligations as specified in the notice;

(b) take all available steps to minimise loss resulting from that reduction or cancellation;

(c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

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.

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

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.

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.

The Commonwealth will act reasonably in exercising its rights under this clause.

Survival

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

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

Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
 - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
 - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
 - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
 - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.

- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Phase 4 Guidelines** means the 'Local Roads and Community Infrastructure Program Guidelines – Phase 4'
- **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



Australian Government
**Department of Infrastructure,
Transport, Regional Development,
Communications and the Arts**

Kiama Municipal Council
22 379 679 108

Dear Grantee,

Letter of Variation

I am writing regarding the announcement on 24 March 2023 of an extension to the project construction period for Phases 1, 2 and 3 of the Local Roads and Community Infrastructure (LRCI) Program.

You previously entered into an agreement with the Commonwealth in relation to a grant under the Local Roads and Community Infrastructure (LRCI) Program (the 'Grant'). The terms of the Grant are set out in the LRCI Grant Agreement previously entered into between the Commonwealth represented by the Department of Infrastructure, Transport, Regional Development and Communications and the Arts and your organisation.

The Commonwealth proposes to vary the terms of all LRCI Phase 1, Phase 2 and Phase 3 Agreements to extend the Eligible Construction Time Period (ECTP) for all approved projects until **30 June 2024**. No further extensions will be granted past this date and consequently, any projects not completed by 30 June 2024 may not receive the remainder of their funding allocation under those Phases.

The Grant Agreement Period will also be extended to 31 December 2024 to allow for final reporting and payments to be completed.

These changes, including an updated reporting schedule, have been reflected in the republished [LRCI Program Guidelines](#) and take effect from 24 March 2023.

We confirm that other than these amendments plus some minor clarification adjustments, all other provisions of the Agreement remain in full force and effect. We recommend revisiting the Guidelines for all phases for your awareness.

To accept these amendments to the Agreement, please sign and return a scanned copy of this letter to the *Local Roads and Community Infrastructure Program* at LRCIP@Infrastructure.gov.au by 14 April 2023 otherwise this offer will lapse.

If you have any questions regarding this variation, please contact s22(1)(a)(ii) Director – LRCI Program at s22(1)(a)(ii) @infrastructure.gov.au

Kind regards,

Local Roads and Community Infrastructure Program
LRCIP@infrastructure.gov.au

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
CONNECTING AUSTRALIANS · ENRICHING COMMUNITIES · EMPOWERING REGIONS

2 Phillip Law Street, Canberra ACT 2601, Australia
GPO Box 594, Canberra ACT 2601, Australia

• telephone +61 (0)2 6271 1000 • websites infrastructure.gov.au | communications.gov.au | arts.gov.au

Signatures

Executed as a deed:

Kiama Municipal Council 22 379 679 108 (the 'Grantee') agrees to vary the Agreement as outlined in this Letter of Variation and the relevant Program Guidelines.

Grantee:

Signed, sealed and delivered by the Grantee's authorised representative:	
Signatory Name: (full legal name)	s47F [Redacted]
Physical Signature:	s47F [Redacted] X
Date:	31/03/2023
Witness Name:	s47F [Redacted]
Physical Signature:	s47F [Redacted]
Date:	31/03/2023

Commonwealth:

Signed, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by <i>the LRCI Program, Department of Infrastructure</i> .	
Name & Position:	s22(1)(a)(ii) Director – LRCI Program
Signature:	s22(1)(a)(ii) [Redacted]
Date:	24 March 2023
Witness Name:	s22(1)(a)(ii) [Redacted]
Signature:	[Redacted]
Date:	24 March 2023

Instructions:

1. Complete the fillable fields , then print to sign
2. Scan signed copy back to the LRCI Program.

Note: Please ensure both pages of this letter are returned to the LRCI Administration team at LRCIP@Infrastructure.gov.au