



Australian Government

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

Priority Community Infrastructure Program - Application Form

ABOUT THE PRIORITY COMMUNITY INFRASTRUCTURE PROGRAM

The Priority Community Infrastructure Program (PCIP) delivers the Government's 2022 election commitments for community infrastructure and eligible Community Development Grants Programme commitments announced by the former Government during the 2022 Pre-Election Fiscal and Economic Outlook with funding over \$5 million, and selected commitments under \$5 million.

The program is a one-off, closed, non-competitive grants program. Your project has been identified to receive grant funding. An application is required for this program as funding cannot be provided to ineligible entities or for ineligible activities.

The PCIP program will run over 5 financial years from 2022-23 to 2026-27 and has been designed to achieve the following outcomes:

- Enhance community infrastructure;
- improve equity outcomes and social inclusion; and
- encourage communities to thrive, economically and socially.

Whilst the Australian Government has made a commitment of funding to your project, funds are public monies and relevant legislation applies. As such, the department has an obligation for funding to be assessed against value for money principles, prior to funding decisions being made.

Completing this form

You must read the [Grant Opportunity Guidelines](#) prior to submitting your application.

We recommend you keep the guidelines open as you are completing your application so you can refer to them when providing your responses.

Your application must be received no later than six (6) months from the date you receive the invitation to apply.

You will need to submit this Application Form with all required supporting documentation to:
PCIP@infrastructure.gov.au

If your response is likely to include large documents, please email the department to make arrangements to transfer these documents electronically.

You must complete all sections of the application. If a section is not applicable to your

application, please indicate as N/A.

Please note the response sections in this form are character restricted. If additional space is required for your answers, include them as an attachment.

Disclosure of Information

The Commonwealth's use and disclosure of your information, provided in your application or otherwise, is set out in the program guidelines.

Getting Help

If you require assistance completing this form please contact us by email at PCIP@infrastructure.gov.au or on 1800 044 938.

ELIGIBILITY

We cannot consider your application if you do not satisfy all of the eligibility criteria. If you are deemed ineligible you will be advised in writing.

Has your organisation been invited to apply for this program by the Australian Government or are you a sponsor organisation that has been approved to deliver the project by the department?

Yes
 No

Has the department agreed that your organisation can act as a sponsor organisation for the project?

Yes
 No

Do you have an Australian Business Number (ABN)?

Yes
 No

Are you one of the following eligible entities?

an incorporated association
 a registered charity or not-for-profit organisation
 an Australian local government body
 an Australian state or territory government body
 an incorporated trustee on behalf of a trust
 an Aboriginal and/or Torres Strait Islander Corporation registered under the [Corporations \(Aboriginal and /or Torres Strait Islander\) Act 2006](#)
 a University
 None of the above (if selected, please specify)

Are you registered for the purposes of GST?

Yes
 No

Do you have an account with an Australian financial institution?

Yes
 No

Is your organisation, or your project partner, an organisation included on the National Redress Scheme's website on the list of 'Institutions that have not joined or signified their intent to join the Scheme (www.nationalredress.gov.au)?

Yes
 No

Are you an employer of 100 or more employees that has not complied with *Workplace Gender Equality Act (2012)*?

Yes
 No

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

Refer to section 4 of the grant opportunity guidelines for further information on eligible and ineligible activities.

Yes
 No

Does your project involve the development of a business case, feasibility study, master plan or similar?

If your proposed project is solely the development of one of these options, no additional funding will be available for the construction phase of the project under this program.

Yes - partially
 No

Do you own the land and infrastructure for the project?

Yes
 No

If you answered no, you must answer yes to the following question.

If your project is situated on private land, do you have a formal arrangement, such as a lease, for the use of the land?

Yes
 No

ENTITY DETAILS

Organisation Name	Department of Premier and Cabinet
ABN	58 612 621 159

Your Organisation's Physical (registered) Address

Street Address Line 1	15 Murray Street
Street Address Line 2	
Suburb/Town	Hobart
State/Territory	TAS
Postcode	7000
Organisation Email	policy@dpac.tas.gov.au
Organisation Website	www.dpac.tas.gov.au

Your Organisation's Postal Address

Postal Address Line 1	GPO Box 123
Postal Address Line 2	
Suburb/Town	Hobart
State/Territory	TAS
Postcode	7001

Authorised Person Details

An authorised person is nominated by the entity to act on behalf of the organisation and to enter into a funding agreement on behalf of the organisation.

Title (e.g. Mr/Mrs/Ms/Dr)	s47F			
First Name				
Surname				
Position		Associate Secretary – Department of Premier and Cabinet		
Telephone	s47F			
Email Address	s47F			

PROJECT DETAILS

In this section you must provide detailed information about your proposed project.

If your application is successful, we are required to publish some details on *GrantConnect* and other government publications. Published details include:

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

Project Title

Use the title from the confirmation of the funding commitment. If proposing an alternative project title, provide reasons why.

We may adjust this title for administrative purposes.

Project Far North West | Tourism Development and Activation

Project manager contact details

Title (e.g. Mr/Mrs/Ms/Dr)	s47F		
First Name			
Surname			
Position	Acting Deputy Secretary		
Telephone	(w)	(m)	(f)
Email Address	s47F		
Other details relevant to the project e.g. qualifications, experience, and professional memberships (if applicable)			

Project location

You must provide the address where your project will be undertaken. If you have multiple sites you must provide the address of each site.

If a street number is not known, please provide the Lot number.

A project site must be a street address. Do not provide a postal address, institution or building name.

If the project is at more than one location, please provide details of all locations as an attachment. Note if your project will be located on school or similar closed grounds, the project must demonstrate how it will deliver social benefits to the broader community.

Street Address Line 1	26059 Bass Highway
Street Address Line 2	
Suburb/Town	Togari
State/Territory	TAS
Postcode	7330
What is the name of the Traditional Custodians of the land in which the	Tommeginne

project address is located? https://aiatsis.gov.au/explore/map-indigenous-australia	
What is the project geolocation (latitude and longitude)?	

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

Detailed Project Description

Background: This Project is an election commitment of the Australian Government to West by Northwest (WxNW) regional tourism organisation and the application is being made by the Tasmanian Government on the request of WxNW.

As such, the Tasmanian Government makes this application on the basis that the \$12.5 million is provided in total in advance and is GST exempt.

The Project: Project Far North West | Tourism Development and Activation is a project that aims to establish the future of tourism in this remote region of Northwest Tasmania and develop strong foundations to attract additional investment from the private sector. This \$12.5 million project is divided into two key pieces of work.

- Tarkine Experience Hub and Gateway:** Funding will be used to complete remediation work needed to attract an investor to establish a Tarkine Experience nature Hub and Gateway. The Tarkine is a region of Tasmania that is becoming well known nationally and internationally but lacks the facilities and interpretation resources that exist at many of Tasmania's other natural heritage sites.

The funding would be used to remediate a site previously used for tourism ventures at Dismal Swamp to establish a gateway into this region and facilities for visitors to enable them to have somewhere to base themselves as they explore this region. The ultimate goal, following this remediation work, is for a private operator to manage this gateway providing camping and other accommodation services in addition to adventure tourism services, Aboriginal cultural interpretation and other commercial opportunities reflective of the region.

For this goal to be realised significant remediation of the Dismal Swamp site is required. The funding would be used to remove existing infrastructure, re-establish and upgrade road access and car parks, water and sewerage, and prepare the site for works to be completed by a private proponent. Depending on needs, it may also enable initial works to establish tracks and accommodation infrastructure, including the foundation for up 100 x proposed private accommodation sites, from camping to caravan sites, through to glamping and forest pod accommodation development that are currently unavailable in this region of the state. Consultation with tourism stakeholders has indicated that without the provision of services to facilitate accommodation development, private investment is unlikely to be obtained.

This concept has been developed through a Project Plan attached to the application, however the intent is that the investor would have scope through an Expression of Interest Process to identify how the funding would be used within minimum expectations.

The Funding Relationships: This project focuses on the delivery of remediation and headworks that will enable further development of the site. Following a review of the initial Project Plan developed by WxNW (attached) the Tasmanian Government agreed to support WxNW by being the applicant for funding and supporting a transparent expression of interest (EoI) process to select a preferred proponent.

Funding to the preferred proponent will be provided through a legal agreement, supported by appropriate milestones. The Crown will only hold sufficient funds to manage the project and develop the EoI process. The EoI will require applicants to identify how they can meet minimum project needs within available funding to manage any budget risk.

This approach will ensure that remediation and headworks support the proposed future use of the site. Funding from the Commonwealth will need to be provided in full and up front to secure project cashflow requirements. The Tasmanian Government will establish strong milestone requirements to ensure value for money is being provided and that works are completed.

2. Wave-Breaker Cave Experience: This will develop a detailed feasibility plan for the development of a Wave-Breaker Cave Experience on the region's western coastline, complete with engineering, cultural and environmental consultation and assessments. This Wave-Breaker Cave experience would allow visitors to experience the full power of the Great Southern Ocean crashing against Tasmania's coast and would be a unique tourism experience unavailable anywhere else in Australia.

The Tasmanian Government and WxNW have already engaged in initial discussions with tourism stakeholders in the region about completing a feasibility study in multiple stages. This will ensure that if feasibility stage identifies that the long-term project is not feasible the report is closed at the earlier stage with unallocated funds being redirected to works on the Tarkine Experience Hub. This approach is supported by local stakeholders as it supports investigating project viability in a cost-efficient and timely manner.

Given the capital works required at the Tarkine Experience Hub any funding redirected from the Wave-Breaker Cave Experience study could be applied to extend the scope of the remediation and headworks that are completed.

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

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

If the PCIP funded project is part of a larger project, please provide details below (i.e. PCIP is funding one stage of a multi-stage project).

If the grant activity is part of a larger project you should provide evidence to show how the grant activity can be delivered in isolation and the outcomes to be achieved as a result of the grant.

The work being undertaken for the Tarkine Experience Hub and Gateway would be stage one of a wider redevelopment of the Dismal Swamp site. Stage one can be delivered in isolation of later stages as it is the remediation of the existing infrastructure and headworks to attract further development and a commercial operator(s).

Key goals and outcomes of the first stage would be the reestablishment of roads into the site, recommissioning and upgrades to power and water infrastructure, and removal of hazards including dangerous trees and derelict infrastructure. Depending on needs, it may also enable initial works to establish tracks and accommodation infrastructure that are currently unavailable in this region of the state. The entirety of PCIP Funds will be used for the administration of work, including the EoI process, this entire Stage 1 and the Wave Breaker Feasibility Study.

The ultimate goal, following Stage 1, is for a private operator to manage the Dismal Swamp site as tourism gateway and hub, providing camping and other accommodation services in addition to adventure tourism services, Aboriginal cultural interpretation and other commercial opportunities reflective of the region.

Key activities include:

- Development of an EoI process, including a prospectus
- Calling EoIs, agreement to proposal submitted through prospectus and agreeing preferred proponent
- Contract/Deed negotiations
- Work commenced in accordance with Contract/Deed
- Work completed in accordance with Contract/Deed
- Stage 1 closure

The feasibility study for the Wave Breaker Cave Experience would be the very first step of a much larger and longer-term project. This work will allow local tourism organisations and the Tasmanian Government to assess if such a project is possible, and if so, its cost and likely hurdles including engineering and market appetite. The initial proposal for the Wave Breaker Cave Experience would be a unique attraction; however a detailed feasibility study is critical to ensure that engineering such an attraction is possible.

Key Activities

- Preparing scope of feasibility study
- Engaging consultation to deliver feasibility study
- Delivery of study and project closure

Project outcomes

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

Provide a summary of the expected project outcomes.

Tarkine Experience Hub and Gateway

The funding will enable the remediation of the Dismal Swamp site and improvements to critical infrastructure. The delivery of this work will allow a private proponent to establish a gateway to the Tarkine region boosting tourism capacity, regional access and local employment opportunities.

Wave-Breaker Cave Experience

The development of a comprehensive feasibility study which will determine if this unique Australia-first tourism opportunity is possible in the remote Northwest of Tasmania. The Study will also identify how it can be successfully delivered in the long term, to support the region.

Eligible activities

Select the eligible activities that your project will include

- the construction of new infrastructure
- the upgrade to existing infrastructure
- the extension of existing infrastructure
- the replacement of infrastructure where there is a significant increase in benefit
- development of a business case, feasibility study, master plan or similar.

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

The significant increase in benefit through replacement infrastructure arises as the current site is closed to the public and unused. As it is in a remote location the site has been damaged by vandals to the extent that it is no longer useable or safe.

You may select more than one option.

Has your project commenced construction?

- Yes (if selected, please detail when)
- No

To be eligible, your project must not have commenced construction.

Regional Development Australia Committee

Has your project been endorsed by the local Regional Development Australia (RDA) Committee. Are your project priorities included in the RDA's Regional Plan?

Yes
 No

[Regional Development Australia \(RDA\)](#) is an Australian Government initiative that brings together all levels of government to enhance the development of Australia's regions. A national network of RDA committees has been established to achieve this objective.

PROJECT BUDGET

Budget summary

You must provide a summary of your eligible project costs over the life of the project in a table as shown below.

We only provide grant funding based on eligible expenditure. Refer to the guidelines for guidance on eligible expenditure.

It is highly recommended you attach a detailed project budget as part of your supporting documentation.

Type of expenditure	Head of expenditure	Cost (GST exclusive)
Project expenditure		
Administration of Project, EoI process etc.		\$ 500,000
Tarkine Experience Hub and Gateway; site remediation and headworks.	Materials for construction	\$11,000,000
	Hired/leased plant	
	Contract	
	External labour hire and external consulting expenditure	
Wave Breaker Cave Experience Feasibility Study	Other eligible expenditure	\$1,000,000
Total		\$12,500,000

Note:

A budget summary cannot be provided by the Tasmanian Government at this time.

The Tasmanian Government is proposing to run an EoI process in which commercial proponents will detail how available funds will be used to support remediation and headworks on the site. The intent is to attract interest from an investor who will be funded to remediate the site but then will have an interest in leasing the site for the purpose of a commercial venture.

For this reason, the Tasmanian Government anticipates that proponents will have different requirements for remediation and headworks based on the nature of the future development envisaged for the site (i.e. requirements to caravans is very different to self-contained accommodation).

This approach will attract the broadest possible pool of commercial interest and ensure that any risk of cost overruns or suitability of works rest with the selected third party.

Further details are contained in the preliminary project cost estimates outlined in the attached Project Far Northwest report, *From Relaunched to Reimagined*, and associated Business Case.

Grant funding committed

Enter the amount of grant funding committed under the 2022/23 election commitment or PEFO announcement. This amount is detailed in your invitation to apply.

\$12,500,000

Source of funding

If the total project value in the budget above is more than the grant funding committed, you must provide details of how you will fund the difference.

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

For all other sources of funding, you will need to provide the dollar value, name and type of contributor.

Contributors are divided into the following types:

- *your contribution*
- *other Commonwealth government grants*
- *other non-Commonwealth government grants*
- *other non-government contributions*

your own contribution to the project is also considered a 'source of funding' and must be provided. Do not include in-kind or non-cash contributions.

You may need to provide details around whether your contribution is sourced from bank loans, equity or cash flow etc. If the co-funding is not yet confirmed, please indicate when you expect to receive confirmation.

Contributor	Amount (\$)	Status (sought/confirmed)	Details of contribution

Funding contingencies

Provide details of how any cost overruns will be funded and managed for the length of the project.

We cannot increase the amount of funding you receive regardless of the reason. You must manage any contingencies and/or overruns. Inability to cover these costs can result in the withdrawal of grant funding.

Project Far North West will be managed through a steering committee comprising Tasmanian Government agencies and the WxNW regional tourism organisation. The EoI will be managed through a tender evaluation committee established by the Tasmanian Government and run under State Government procurement guidelines to select a private sector proponent to develop the Tarkine Experience Hub and Gateway.

A deed of agreement will be established with the private sector proponent and will clearly identify that they will be responsible for any cost overruns. The legal arrangement will be structured to ensure that costs in excess of the funded amount will be the responsibility of the private partner. All funding will be provided to the third party proponent upon the completion of milestones to ensure that work is being delivered. A more detailed budget can be provided after the EoI process and proponent selection and can be considered as a milestone payment.

The Wave-Breaker Cave experience feasibility study will be delivered in stages via fixed price contracts. There will be no possibility of cost overrun. It is anticipated that WxNW will work oversee this work as an extension of their initial *Reimagined to Relaunched* report which formed the basis for this grant application.

ASSESSMENT CRITERIA

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

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

To support your responses, you must include mandatory attachments to the application.

Assessment Criterion One

Tasmania's far-north west is unique due to the climate, environment and terrain. Traditionally it has not been considered a tourism destination. However with increased national recognition of the Tarkine region and as the home to internationally renowned produce such as Cape Grim beef and Tasmanian octopus, additional infrastructure is required to support increased visitation to the region. Project Far North West will specifically target visitors looking to experience Tasmania's unique wilderness in this region and act as a gateway to the cleanest air in the world that is only available on the far north-west coast. The attached Project Far Northwest report, *From Relaunched to Reimagined*, and associated Business Case provides further details.

Initial modeling and studies suggest that the development of a Tarkine Experience Hub at Dismal Swamp will create a local business benefit of \$62.95m and 109 FTE jobs during construction phase.

When complete, the Tarkine Experience Hub is expected to support 81 FTE jobs on an ongoing basis and Gross Regional Product (GRP) of \$12.15m. The Experience Hub will enable this by providing accommodation in this under serviced region and provide a showcase for local producers who use the region's unique climate and soils to produce a range of products that cannot be found anywhere else in Tasmania. This will create further employment opportunities in local distilleries and breweries as well as on farm jobs and guiding opportunities.

Visitation and spend estimates following the development of the Tarkine Experience Gateway and Hub in year one includes:

- Attraction of 53,000 visitors,
- Additional 10,000 visitors and 24,000 room nights in the Far Northwest (FNW),
- Additional \$9m in annual visitor expenditure across Tasmania. and,
- Yield a net benefit to the FNW region with \$2.18 in benefits for every dollar spent.

Should the Wave Breaker Cave Experience feasibility study proceed to development, preliminary cashflow analysis demonstrates that once operational it could generate a net benefit to the region of \$2.38 for every dollar spent, 111 FTE ongoing jobs and increase GRP by \$20.43 million.

Notably, employment in the Circular Head local government area in accommodation services fell by 40 per cent between 2017-17 and 2021-22 (Source: National Institute of Economic and Industry Research). Investment in new accommodation and tourism offerings is needed to provide more opportunities for employment in this sector.

Economic benefits of your project to the Community (15 points)

You should demonstrate this by identifying:

- a. the extent to which your proposed project is a community priority, and meets community needs from an economic perspective;
- b. the broader economic benefits your proposed project will deliver for the community and the region during and beyond the term of funding.

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

- increasing the number of value jobs, new businesses or the production of goods and services in the community (this includes direct and indirect opportunities created through the project);
- increasing indigenous economic participation, including indigenous employment and supplier-use outcomes;
- the use of local suppliers and goods, especially those that employ the use of sustainable work practices/good; and
- increasing efficiency of service delivery.

Where your proposed project is the development of a business case, feasibility study, master plan or similar, this may also include:

- economic development plans for the local government area or the broader region; and
- the potential of the consequent infrastructure project to attract further economic investment to the local government area or broader region.

You may wish to attach letters of support from stakeholders, user groups or community members to substantiate your response.

Employment numbers

Please indicate how your proposed project will create or support employment (if applicable)

You must provide numerical values. Job numbers are expressed in terms of fulltime equivalent (FTE) jobs.

An FTE job is not a head count. It refers to the number of hours of work undertaken compared to that typically undertaken by a full-time employee. For example, if a full-time worker works 40 hours per week, a person working 20 hours per week is 0.5 FTE for that week.

Job numbers should only include additional jobs created by the project, and not any jobs that involve shifting existing employees onto the project.

During Project Delivery	FTE	After Project Completion	FTE
Direct Jobs ¹	60	Direct Jobs	30
Indirect Jobs ²	40	Indirect Jobs	50
Indigenous Jobs	10	Indigenous Jobs	8

¹ Direct jobs created as employment impacts of the job itself

² Indirect jobs created as employment that is expected to be generated in the community or organisations because they are affected by, benefit from or support or service the funded project.

Assessment Criterion Two**Social benefits of your project for the community (15 points)**

You should demonstrate this by identifying:

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

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

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

- how your project may benefit the wider community not just your organisation/operation, such as supporting upskilling, capability development, improving outcomes for women, 'closing the gap' for First Nations people or contributing to a healthy lifestyle';
- reducing or mitigating the impact of carbon emissions;
- addressing disadvantage within the community;
- the degree to which the project fills a 'gap' within the community, or increasing community volunteering;
- improving community connections and social inclusion;
- supporting or protecting local heritage and culture; and
- making a region a more attractive place to live.

Where your proposed project is a business case, feasibility study, master plan or similar this may also include:

- the inclusion of the proposed project in a masterplan for the organisation, local government area or broader region;
- the identification and consolidation of a number of small-scale community projects in a major project plan;

- demographic studies and/or growth forecasts for the local government area and/or broader region, demonstrating that existing infrastructure will not support future growth.

This body of work will have a number of positive impacts for the wider local community including the promotion of Aboriginal history in the region, increase of visitors leading to more opportunities for local businesses and the protection of natural heritage in the region. The attached Project Far North West report, *From Relaunched to Reimagined*, and associated Business Case provides further details, including visitation projections.

Dismal Swamp is recognised as one of the largest sinkholes in the Southern Hemisphere. This plus its location on the border of the Tasmanian World Heritage Area means that the Experience Hub and Gateway that will be established will allow visitors to gain an understanding of the unique environment through interpretive information. Additionally, to ensure that the site is attractive to commercial operators the Tasmanian Government will be changing the status from future production forest to Crown reserve enabling long term leases to be signed and ensure conservation of this unique area.

The Hub will allow First Nations people the opportunity to showcase the local culture and provide a place for visitors to learn about how to interact sensitively within the local landscape of the Tarkine. It is intended that the local Aboriginal corporation will be a partner in the Hub through development of, and possibly, operation of the First Nations components. This may include on-site training for people looking to explore the region in four-wheel-drives and other recreational vehicles, and they will be taught how to traverse the areas and avoid damaging First Nations sites as well as the local environment.

The development of the site will also increase capacity for the broader Circular Head region to attract visitors from several important segments of the tourism market. In 2024-25 the two new Spirit of Tasmania ferries will begin daily crossings of Bass Strait with an increased capacity of about 40 per cent. This alone is expected to significantly increase the number of visitors coming to regions like Circular Head.

The Circular Head Regional Workforce Planning study in 2021 identified the need for broader economic development measures to be pursued in the region to help increase opportunities for people in the municipality. A major development such as that proposed under Project Far North West would be a significant contributor toward that growth in the tourism and hospitality space. It would also help to support confidence for investment in housing and other infrastructure for the area to help with attracting more people to work and live in Circular Head.

Assessment Criterion Three**Project viability and sustainability (15 points)**

You should demonstrate this through identifying:

- a. How grant funding will impact the proposed project including:
 - whether the proposed project will proceed without funding; and
 - the scope and timing of the proposed project.
- b. Sound project planning to manage and monitor the proposed project, which addresses scope, implementation methodology, timeframes, budget, community consultation and risk management, commensurate to the size and nature of the project.

Where your proposed project is primarily an infrastructure project:

- c. You should describe the steps you have taken to ensure your project is ready to start and commensurate to the size and complexity of the project, including:
 - regulatory and/or development approvals are required or in place;
 - project designs and costing are underway or finalised;
 - authority from the land or infrastructure owner to undertake the project at the nominated site(s);
 - funding contributions from all sources; and
 - whether community consultation has taken place.

Where your proposed project is a business case, feasibility study, master plan or similar:

- d. your readiness to commence the proposed project including:
 - any preliminary work/studies that have been completed or are underway in relation to the proposed project;
 - tenders for or engagement of consultants for the proposed project is underway; and
 - whether initial community consultation for the infrastructure project has taken place.

The Project will not proceed without the grant funding and all works are contingent on the funding being provided under this program. The Tasmanian Government is undertaking a range of work to enable the Project to commence once funding is received. This includes establishing project management and governance frameworks, and reclassifying land to enable use for the proposed purposes.

The steering committee includes representatives from the Departments of State Growth, Natural Resources and Environment Tasmania, and Premier and Cabinet, Parks and Wildlife Service, Tourism Tasmania and WxNW. Each member of the steering committee has extensive experience in managing infrastructure projects and managing Commonwealth grant funding. This steering committee has been meeting on a monthly basis since early 2023 to ensure that this application complies with Commonwealth requirements and ensure that funding can be applied as soon as it funding agreements are finalized.

A range of work to ensure that regulatory approvals are attained is in progress with ongoing consultation with the local council in their capacity as a planning authority. The Department of Natural Resources and Environment Tasmania is also completing the necessary legislative work to convert the site to the correct land tenure. Work on expression of interest documentation is already underway and contact has been made with a range of local stakeholders to ensure that this work is supported by the local community.

Project duration

Your project must be completed by 31 December 2026.

Estimated project start date 1/11/2023

Estimated project end date 31/12/2025

Project milestones

The department pays in arrears on the successful completion of milestones.

'Project milestones' refers to a specific point within your project timeline that signifies the successful completion of a major event or task. Examples may include plans approved by council, excavation or site, construction of buildings, completion of fit-out, etc.

You must break down your project into milestones. You should include the key activities occurring at each milestone. The start date of milestone 1 is the expected project start date. The end date of your last milestone activity will be the project end date. You can add up to 6 milestones. Milestones will be included in a funding agreement and negotiated with you.

Milestone name*	Description	Estimated start date	Estimated end date
Signing of Commonwealth Agreement	<p>Commitment by both parties to the Project.</p> <p>This milestone will also facilitate the calling for appropriate consultants to begin work the Wave Breaker Feasibility Study.</p>	TBA	On signing.
Expressions of Interest called	<p>Creation of expression of interest documentation to identify possible partners to complete remediation work and carry forward further development.</p>	1/12/2023	1/02/2024
Announcement of Successful Proponent	<p>Tasmanian Government announces commercial proponent who will be responsible for works and the ongoing development of the site.</p> <p>This milestone will also facilitate initial payments to a successful proponent to begin site mobilisation and remediation works at the Dismal Site as soon as practicable work.</p>	Feb 2024	Feb 2024
Progress Report 1	<p>Mobilisation to Site. Proponent establishes site offices and there is substantial commencement of works.</p> <p>This milestone will require sufficient funding to support substantial works</p>	Q2 2024	30/06/2024

	progressing and cashflow requirements on a monthly basis.		
Progress Report 2	<p>50% completion of work detailing progress against key deliverables defined in their agreement with the Tasmanian Government.</p> <p>This milestone will require sufficient funding to support substantial works progressing and cashflow requirements on a monthly basis.</p>	1/01/2025	1/03/2025
Substantial Completion Report	<p>The proponent will provide a final report detailing the substantial completion of works set out in their agreement with the Tasmanian Government.</p> <p>The Tasmanian Government will allocate up to 10% of the Tarkine Experience Hub related works to this milestone.</p>	30/4/2026	30/6/2026

* The Tasmanian Government will require full funding in advance to support project cashflow requirements.

Project Management

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

- Approvals in place or being sought
- How will goods and services be procured?

The Project has been well consulted and has the support of the regional tourism organisation WxNW and the Tourism Industry Council Tasmania (TICT). Their letters of support are attached.

Procurement of goods and services will be at the discretion of the commercial proponent who will be the lessor of the site and responsible for the remediation and redevelopment.

Overseeing the release of funds and progress payments will be a Steering Committee that has Deputy Secretary representatives from the Tasmanian Departments of Premier and Cabinet, State Growth, Tourism, and Natural Resources and Environment Tasmania. This Steering Committee will be responsible for the negotiation of commercial terms with the commercial proponent and working with local stakeholders to ensure that the expression of interest process meets local needs.

The Steering Committee has been established in accordance with Tasmanian Department Treasurers Instructions relating to the administration of significant projects. There are monthly meetings of this group attended by project managers who provide regular updates on progress towards milestones.

A dedicated Project Manager will manage the Project and will report to the Steering Committee. A Project Reference Group has been established including other stakeholders such as the Circular Head Council.

- How will you ensure the project is delivered on time, on budget and to the required standards? For example, will you have a dedicated project manager?

Risk Management

Identify risks to the project and how you intend to mitigate the risks. If there are multiple risks to identify, please include these in your supporting documentation.

Examples of possible risks and mitigation strategies are included in the PCIP factsheet/Frequently Asked Questions.

Risk (title)	SEE ATTACHED RISK REGISTER
Description	
Likelihood	Select
Consequence	Select
Risk Management Strategy	

Assessment Criterion Four

Your capacity, capability and resources to carry out the project (15 points)

You should demonstrate this through identifying:

- your record with similar projects and access to personnel with the right skills and experience; any support or investment that will be leveraged to progress your project.

b. The legal and financial status of the applicant including:

- Your ability to pay debts when they fall due, and whether assets cover liabilities;
- Your financial capacity to progress the project. This is particularly relevant where payments of funding are made in arrears; and
- The nature of financial policies and procedures, and the governance structure of your organisation.

Where your project is primarily an infrastructure project:

c. Your ability to maintain the project for the duration of the operational period, as defined in the subclauses.

Indicate the current stage of development of your proposal. (i.e. concept or preliminary designs, final designs, independent cost estimates, ready to commence tender/procurement process or preferred contractor selected and contracted for the project.) If your project requires an Australian Industry Participation Plan of compliance with WHS or ABCC legislation please note your progress towards obtaining these.

Provide any supporting documents if available.

The Tasmanian Government has a track record of managing and delivering large infrastructure projects in partnership with the Commonwealth.

Presently the \$700m Bridgewater Bridge project is successfully being managed by the Tasmanian Government with recent reports indicating that this project is on track and ahead of schedule. This builds on a range of other infrastructure projects completed with Commonwealth assistance including the delivery of the Tasman Highway upgrades between Hobart Airport and Sorrell, and various irrigation schemes across Tasmania.

The Tasmanian Government's expertise in the Departments of State Growth (roads and infrastructure), Natural Resources and Environment (environment, land and tourism infrastructure) and Department of Premier and Cabinet (governance) and Tourism Tasmania. Their expertise will be utilized via their participation on the Project Steering Committee.

Maintaining project benefits

Where your proposed project is primarily an infrastructure project, you will be required to maintain the project benefits for the length of the operational period, which could be up to five years. Please detail below how you will achieve this. You should outline the operational needs of the project into the future and a strategy to maintain the viability of the completed project.

The regional tourism organisation, WxNW has a long-term commitment to the region maximizing the opportunities that Project Far Northwest presents.

The EoI process will be developed closely with tourism industry stakeholders to ensure that it is scoped correctly and the right commercial proponent for the region is selected. A range of Tasmanian businesses have a demonstrated track record of establishing and operating successful tourism ventures in remote areas of the state. Many of these projects have leveraged the natural beauty of the various regions and been sensitive to the environment in which they exist.

A hallmark attraction does not exist in this region of Tasmania. However, there is a history of similar sites being redeveloped, and with government paying for a portion of remediation and headworks, many of the operators who have established other successful ventures could be attracted to express their interest in the Dismal Swamp site. Such redevelopment will have positive long term impacts for the region enabling further tourism opportunities to be developed and more support for local businesses.

Record of Previous Funding

Include your grant history below (if applicable).

Please avoid the use of acronyms when detailing your grant history to prevent any confusion. If you or your organisation encountered any difficulties in the delivery of these project/s, please provide further information.

Jurisdiction and managing Department name	Project name	Funding amount	Date of completion

Financial Status

You should provide a detailed financial summary as an attachment. The below table provides a basic guide of what information should be included. This summary will assist you with providing clear evidence that you can easily manage payment in arrears and possible cost overruns.

Table: Financial Statement Summary			
Item	Year to date Period ending: Select date	FY 2021-2022	FY 2020-2021
Operating income			
Total Expenses			
Net Income (profit/loss)			
Cash at Bank (all accounts)			
Statement of Financial Position (Balance Sheet)			
Current Assets (cash, accounts receivable, inventory etc.)			
Fixed Assets (property and land, vehicles, equipment etc.)			
Current Liabilities (accounts payable, interest payable, accrued wages etc.)			
Long Term Liabilities (loans, equipment finance etc.)			
Net Assets			

The Tasmanian Department of Premier and Cabinet Annual Reports, including detailed and audited financial statements, can be found online. We would be happy to provide these to you if required.

APPLICATION FINALISATION

You must answer the following questions and note any supporting documentation to be included in your application.

Indigenous organisation

Is your organisation Indigenous owned?

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

Yes
 No

Conflict of interest

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

Yes
 No

Refer to sections 12.2 and 12.3 of the grant opportunity guidelines for further information on your conflict of interest responsibilities.

You will be required to sign a declaration at the end of the application form.

Within the last five (5) years, has your Organisation been subject to an event such as a Government investigation, liquidation, litigation or significant change of financial position?

Yes
 No

If yes, please note which event(s) occurred and provide details below.

Significant change in financial position could also include the effects of COVID-19 or other natural disasters.

SUPPORTING DOCUMENTATION

You must attach supporting documentation to your application in line with the instructions provided within this form. You should only attach requested documents listed in the form. We may not consider information in attachments that we do not request.

Applicant type	Document
Mandatory Documents (must be submitted for our application to be eligible)	
Not for profit organisations	<p>Evidence of your current not for profit status</p> <ul style="list-style-type: none"> • Current Australian Charities and Not for Profits Commission (ACNC) registration; or • Incorporated association certificate; or • Constitutional documents and/or Articles of Association that demonstrate the not for profit character of the organisation.
For incorporated trustees applying on behalf of a trust	Trust documents showing the relationship of the incorporated trustee to the trust.
For grants >\$5 million	<p>Accountant Declaration – this must confirm you can fund any project cost overruns, and if applicable, provide evidence of ability to fund your share of the total project cost.</p> <p>You have advised us that this is not required given our status as a Tasmanian Government agency.</p>
All applicants	<p>If additional contributions are confirmed, letters evidencing the cash or in-kind contribution confirmed from each contributing organisation or individual. They must:</p> <ul style="list-style-type: none"> • Be on the organisation's letterhead, • Be signed and dated by an authorised person, and • Set out the value and timing of contributions and any conditions attached. <p>If additional contributions are not yet confirmed (i.e. sought), applicants must provide advice as to when confirmation is expected.</p>
All applicants	Project budget
Supporting Documents (evidence to support claims made against the criteria for assessment)	
All applicants	<p>Evidence supporting how the project will benefit the community. This could include, but is not limited to:</p> <ul style="list-style-type: none"> • Community Needs Assessment • Letters of support from community stakeholders • Economic modelling • Market research • Demographic studies <p>Audited financial statements or similar for the last two (2) years for projects with grant funding over \$100,000</p> <p>Business Plan and/or Feasibility Study</p> <p>Evidence of third-party leasing arrangements (if applicable)</p> <p>Designs</p> <p>Cost estimated or contracted costs</p>

	Quotes
Grants >\$1 million	<p>Project Management Plans, commensurate with stage of development of the project, which should include:</p> <ul style="list-style-type: none">• Scope• Proposed Implementation Methodology• Timeframes• Budget/Cost Estimates• Details of Regulatory Approvals• Procurement Plan• Risk Management Plan

Legal Authorisation

I
as
of

s47F

Associate Secretary
Department of Premier and Cabinet
Executive Building, 15 Murray
Street, Hobart, TAS 7000

confirm that:

- I am a person authorised to make this declaration on behalf of my organisation and all relevant persons have made a full disclosure of information.
- The information provided in this form and all appended documents is complete and correct. I understand that information provided in this Application will form the basis of the funding agreement and that giving false or misleading information is a serious offence.
- The Department of Infrastructure, Transport, Regional Development, Communications and the Arts (the department) is authorised to undertake the necessary steps to assess the proposal from my organisation by checking the information provided in this proposal, or by obtaining additional information from:
 - Departmental databases and records, including information related to previous funding provided to my organisation;
 - Other Australian Government agencies such as the Australian Taxation Office and the Australian Securities and Investments Commission;
 - State, Territory or Local Government agencies;
 - Law enforcement agencies;
 - Credit reference agencies;
 - Courts or Tribunals; and
 - Any other appropriate organisation, information source or person as reasonably required to perform background checks.
- I agree that the department may arrange for an Independent Viability Assessment (IVA) of my project by an external adviser or consultant to the department. Where applicable, the department may request a yearly breakdown of costs for on-going operational and maintenance of the complete project for a minimum of five (5) years.
- To the best of my knowledge, I have disclosed (Part A Declaration of Conflict of Interest) all actual, apparent or potential conflicts of interest that would prevent my organisation from proceeding with the proposal outlined in this Application or from entering into a Funding Agreement with the Australian Government to deliver a project which relates to this Application.

s47F

(signature)

23/10/2023

(date)

Declaration of Conflict of Interest

Please complete either Part I or Part II of the Declaration of Conflict of Interest

Part I – No Known Conflict

I confirm that at the time of signing, to the best of my knowledge I am unaware of any actual, apparent or potential conflicts of interest that would prevent my organisation from proceeding with the proposal outlined in this Application or from entering into a Funding Agreement with the Australian Government to deliver a project which relates to this Application.

I undertake that if at any time I become aware that I, or any other employees or persons associated with the <insert name of applicant organisation> have an actual, apparent or potential conflict of interest, then I will:

- a) immediately notify the Department of Infrastructure, Transport, Regional Development, Communications and the Arts in writing of that Conflict and of the steps the <insert name of applicant organisation> propose to take to resolve or otherwise deal with the Conflict;
- b) make full disclosure to the Department of Infrastructure, Transport, Regional Development, Communications and the Arts of all relevant information relating to the Conflict; and
- c) take such steps as the Department of Infrastructure, Transport, Regional Development, Communications and the Arts may, if they choose to, reasonably require to resolve or otherwise deal with that Conflict.

I understand that if I fail to notify the department of any actual, apparent or potential conflicts of interest or am unable or unwilling to resolve or deal with the Conflict as required by the terms noted above, the Department of Infrastructure, Transport, Regional Development, Communications and the Arts may seek to terminate any Funding Agreement established in relation to a project which relates to this Application.

s47F



(signature)

s47F



(printed name)

23/10/2023

(date)

s47F



(signature of witness)

s47F



(printed name of witness)

23/10/2023

(date)

Part II - Disclosure of Interests

I disclose the following interests:

I undertake that if at any time I have an actual, apparent or potential conflict of interest, then I will:

- a) immediately notify the Department of Infrastructure, Transport, Regional Development, Communications and the Arts in writing of that Conflict and of the steps the **Department of Premier and Cabinet** propose to take to resolve or otherwise deal with the Conflict;
- b) make full disclosure to the Department Infrastructure, Transport, Regional Development, Communications and the Arts of all relevant information relating to the Conflict; and
- c) take such steps as the Department of Infrastructure, Transport, Regional Development, Communications and the Arts may, if they choose to, reasonably require to resolve or otherwise deal with that Conflict.

I understand that if I fail to notify the Department of Infrastructure, Transport, Regional Development, Communications and the Arts of any actual, apparent or potential conflicts of interest or am unable or unwilling to resolve or deal with the Conflict as required by the terms noted above, the Department of Infrastructure, Transport, Regional Development, Communications and the Arts may seek to terminate any Funding Agreement established in relation to a project which relates to this Application Form.

(signature)

(printed name)

(date)

(signature of witness)

(printed name of witness)

(date)

Any information disclosed in this form will only be used by the Australian Government for the purposes of assessing PCIP proposals and will be maintained in accordance with the Privacy Act 1988.

STATEMENT OF COMPLIANCE

s47F

I, **Associate Secretary, Department of Premier and Cabinet**, make the following statement for the benefit of the Department of Infrastructure, Transport, Regional Development, Communications and the Arts:

Having made diligent inquiries, I have reasonable grounds to believe the organisation itself, and staff working with children on behalf of my organisation in relation to the Department of Infrastructure, Transport, Regional Development, Communications and the Arts, grant activity:

- comply with relevant legislation relating to requirements for working with children in the jurisdiction in which they work; and
- have complied with relevant legislation in their jurisdictions relating to mandatory reporting or suspected child abuse and neglect as required or otherwise defined by state or territory legislation.

I undertake to ensure that all staff will continue to comply for the duration of any grant agreement **Department of Premier and Cabinet** hold with the Department of Infrastructure, Transport, Regional Development, Communications and the Arts.

s47F

(Signature)

23/10/2023

(Date)

Application declaration

In order to submit your application, you will be required to agree to the following declaration.

Privacy and confidentiality provisions

I acknowledge that this is an Australian Government program and that the Department of Infrastructure, Transport, Regional Development, Communications and the Arts (the department) will use the information I provide in accordance with the following:

- [Australian Government Public Data Policy Statement](#)
- [Commonwealth Grants Rules and Guidelines](#)
- [Priority Community Infrastructure Program Grant Opportunity Guidelines](#)
- applicable Australian laws

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

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

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

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

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

Applicant declaration

I declare that I have read and understood the Priority Community Infrastructure Program Grant Opportunity Guidelines, including the privacy, confidentiality and disclosure provisions.

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

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

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

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

information provided in the application.

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

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

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

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

s47F



(Name)

23/10/2023

(Date)

APPLICATION CHECKLIST

Please tick all points that apply to your application and ensure any attachments you plan to submit are listed below.

- All eligibility questions answered on pages 2 and 3
- All mandatory attachments included for application submission (refer to pages 17 and 18)
- All declarations have been signed and dated on pages 19 to 23

Supporting documents included for application submission:

- Evidence supporting how the project will benefit the community
- Audited financial statements or similar for the last two (2) years for projects with grant funding over \$100,000 – Not required as per advice
- Business Plan and/or Feasibility Study
- Evidence of third-party leasing arrangements (if applicable)
- Designs
- Cost estimates or contracted costs
- Quotes
- Project Management Plans (if applicable)
- Other – if selected, please list below

ATTACHMENT A
 PRIORITY COMMUNITY INFRASTRUCTURE PROGRAM –
 ACCOUNTANT DECLARATION

The Tasmanian Government Department of Premier and Cabinet has received advice (19/9/2023) from the Department of Infrastructure, Transport, Regional Development, Communications and the Arts, noting that as a Tasmanian Government agency, we do not need to complete this section of the Application.

Role of person making declaration	[e.g. Accountant or Chief Financial Officer (CFO)] Insert Role
Name	Insert Name
Contact details	Insert Name
Qualification	<input type="checkbox"/> Chartered Accountant <input type="checkbox"/> Certified Practicing Accountant <input type="checkbox"/> CPA Australia <input type="checkbox"/> Chartered Accountants Australia and New Zealand <input type="checkbox"/> Institute of Public Accountants
Membership number:	Insert membership number
Applicant's name:	Insert Name
Applicant's ABN:	ABN

I declare that:

- On the basis of the evidence [applicant name] has supplied to me, I consider that [applicant name] is able to fund its share of the cost of the proposed project from the following source of funding – [insert source of funding].
- This opinion is based on the applicant's share being [insert amount] out of total project expenditure of [insert amount].

The applicant is part of a consolidated group for tax purposes.

Yes

No

Signature _____

Signed on this day Click or tap to enter a date.

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MS24-000271

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

Dispatched to MO

20 FEB 2024

To: The Hon Catherine King MP, Minister for Infrastructure, Transport and Regional Development and Local Government (for decision)

Subject: Priority Community Infrastructure Program (PCIP) – Project Far North West | Tourism Development and Activation - 2022 Election Commitment

Critical Date: 1 March 2024

Recommendations:

1. That, for the purposes of section 71 of the *Public Governance, Performance and Accountability Act 2013*, you **agree** with the Department of Infrastructure, Transport, Regional Development, Communications and the Arts' (the department) recommendation in the Summary of the Assessment at **Attachment A** that the expenditure of relevant money as a grant for funding of up to \$12,500,000 (GST exclusive) from the PCIP to the Tasmanian Department of Premier and Cabinet for the Project Far North West | Tourism Development and Activation project would be a proper use of relevant money.

Agreed / Not Agreed

2. That you **approve** the expenditure of relevant money as a grant for funding of up to \$12,500,000 (GST exclusive) from the PCIP to the Tasmanian Department of Premier and Cabinet for the Project Far North West | Tourism Development and Activation project, subject to the department imposing the risk treatments identified at **Attachment A** and any conditions requested by you in writing.

Approved / Not Approved

3. That you **sign** the letter at **Attachment B** to the Tasmanian Department of Premier and Cabinet for the Project Far North West | Tourism Development and Activation project, advising of your decision.

Signed / Not Signed

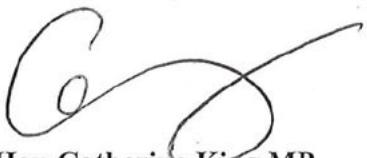
4. That, should you approve funding as recommended in this brief, you **sign** the letter to Gavin Pearce MP, the Member for Braddon responding to his correspondence in relation to this project at **Attachment E**.

Signed / Not Signed

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MS24-000271



The Hon Catherine King MP

Date: 28-2-24.

Comments:

Key Points:

1. Date the project was committed and by whom

The project is a 2022 election commitment. A media article by the Tasmanian Times on 15 May 2022 states the Far North West Tasmania will receive \$12,500,000 to entice visitors to turn right and drive west when they get off the boat. A reborn Adventure Hub will create a gateway for the Far North-West, acting as a central base for accommodation and offering a range of visitor experiences.

AND

Official correspondence on 23 March 2023 from the Australian Government, to Department of Premier and Cabinet, confirms the \$12,500,000 commitment towards the Project Far North West | Tourism Development and Activation project.

2. Brief project description

The project will redevelop the Dismal Swamp site to establish the Tarkine Experience Hub and Gateway, and develop a detailed feasibility plan for the Wave-Breaker Cave Experience.

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3. Project timeline

The project is expected to commence upon the execution of a funding agreement and be completed by 31 December 2025.

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MS24-000271

Sensitivities

Note \$1,000,000 will go towards a feasibility study for the Wave-Breaker Cave experience. This is consistent with the intent of the funding commitment although not specifically mentioned in the media post.

The Department of Premier and Cabinet has indicated it will require the \$12,500,000 to be paid upfront. While the Department does on occasion agree to provide some funding upfront where there is a clear and demonstrated need, it is unlikely that a payment of \$12,500,000 can be justified in this instance.

Should the funding be approved, the department will work with the Tasmanian Government to reach an agreement on a payment schedule, which is satisfactory to both parties. However, there is a risk that agreement is be unable to reached and funding will not proceed. The department will brief you separately should this eventuate.

The Member for Braddon wrote to you on 30 January 2024, seeking clarity around the proposed funding allocated to Project Far North West (MC24-001023 refers). A response to this letter is at **Attachment E** for your signature.

The Tasmanian State Government has entered caretaker period until the State Election on 23 March 2024. This may impact on the ability of the Department of Premier and Cabinet to negotiate and/or enter into a funding agreement until the election result is finalised.

4. Are there any identified risks?

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5. Can these risks be managed?

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6. GST

As the grantee is a State Government Entity, this funding is not subject to GST.

Stakeholder Implications:

Following your approval, the Department will commence negotiation of a Funding Agreement with the Department of Premier and Cabinet for the Project Far North West | Tourism Development and Activation project.

Attachments:

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MS24-000271

Attachment A: Summary of the Assessment**Attachment B:** Delegate Approval Letter To The Grantee**Attachment C:** *Public Governance, Performance and Accountability Act 2013*, Commonwealth Grants Rules and Guidelines 2017 requirements.**Attachment D:** Project Factsheet**Attachment E:** Ministerial Correspondence Reply to MC24-001023

Cleared By: Katrina Kendall
Position: Assistant Secretary
Branch: Major Projects and Governance
Division: Regional Development and Local Government
Ph: 02 6274 ^{s22(1)}_{(a)(ii)}
Cleared Date: 16 February 2024

Contact Officer: ^{s22(1)(a)(ii)}
Section: Major Projects and Governance
Ph: ^{s22(1)(a)(ii)}

Instructions for MPS: Nil**Responsible Adviser:** ^{s22(1)(a)(ii)} _{(a)(ii)}**PDMS Distribution List:** Jim Betts, David Mackay, Clare Chapple, Katrina Kendall, ^{s22(1)}
^{s22(1)(a)} ^{s22(1)(a)(ii)}
_(ii)

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

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Transport, Regional Development, Communications, Sport and the Arts

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Transport, Regional Development, Communications, Sport and the Arts

Released under the FOI Act 1982 by the Department of Infrastructure,
Transport, Regional Development, Communications, Sport and the Arts



The Hon Catherine King MP

Minister for Infrastructure, Transport, Regional Development and Local Government
Member for Ballarat

Ref: MS24-000271

s47F

Acting Executive Director, Policy and Delivery
 Department of Premier and Cabinet
 GPO Box 123
 HOBART TAS 7001

via: **s47F** @dpac.tas.gov.au

s47F

Dear [redacted]

I am pleased to advise you that I have approved funding of up to \$12,500,000 (GST exclusive) under the Priority Community Infrastructure Program (PCIP) to the Department of Premier and Cabinet for the Project Far North West | Tourism Development and Activation project. This approval delivers on a 2022 election commitment.

Provision of funding is dependent on the preparation and execution by both parties of a Funding Agreement that sets out the terms and conditions under which the funding is provided, and the settling of other details, including confirmation of final cost estimates, final designs and all relevant approvals; and confirmation of documentation relating to the expression of interest process, and provision of any agreements pertaining to this process.

I would ask that you keep the details of this letter confidential until a Funding Agreement is signed.

You will shortly be contacted by an officer from the Department of Infrastructure, Transport, Regional Development, Communications and the Arts to discuss the Funding Agreement.

Please be aware you must enter into a Funding Agreement within 10 weeks of the project being approved otherwise the offer of funding will be reviewed and may be withdrawn. The funding amount is provided on the basis that it does not attract GST as the payment will be made by one government related entity to another government related entity. This circumstance is specifically covered by an appropriation under Australian law and falls within the terms of the Australian Taxation Office ruling GSTR 2012/2. You may wish to seek guidance from the Australian Taxation Office or your tax adviser on the impact of PCIP funding on your organisation's taxation liabilities.

I wish you every success with the Project Far North West | Tourism Development and Activation project.

Yours sincerely

Catherine King MP

28/2/2024

REQUIREMENTS OF THE PUBLIC GOVERNANCE, PERFORMANCE AND ACCOUNTABILITY ACT 2013, RULES, AND THE COMMONWEALTH GRANTS RULES AND GUIDELINES 2017.

Any decision by a Delegate to approve expenditure of relevant money must be undertaken in a manner that is consistent with the requirements of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), Rules, and the Commonwealth Grants Rules and Guidelines 2017 (CGRGs).

The PGPA Act, Rules and CGRGs requirements relevant to the approval of funding for this proposed expenditure of relevant money under the Priority Community Infrastructure Program are:

Requirements under the PGPA Act

Section 71(1) – Approval of proposed expenditure by you requires that you must not approve the proposed expenditure of relevant money unless you are satisfied, after making reasonable enquiries that the expenditure would be a “proper” use of relevant money. “Proper” when used in relation to the use or management of public resources means efficient, effective, economical and ethical use.

Section 71 (2a) requires where you agree with the Department’s recommendation to approve or not approve the expenditure of relevant money for this project, that you must record the terms of approval in writing as soon as practicable after giving your approval. This brief and any attachments, including annotations or conditions recorded by you on these documents, satisfies the requirements of Section 71 (2a) of the PGPA Act.

Section 71 (2b) requires that if you approve a proposed expenditure of relevant money, that you must comply with any other requirements prescribed by the Rules in relation to the approval.

Requirements under the CGRGs – Section 4 – Grants specific Processes and Requirements

The CGRGs contain a mandatory requirement that Entity Staff must provide written advice to you, where you exercise the role of an approver. These requirements are outlined under item 4.6 of the CGRGs and include:

- (a) That the proposed expenditure of relevant money for this project is for purposes of a “grant” as described in item 2.3 of the CGRGs;
- (b) That you are advised of any applicable requirements of the PGPA Act and Rules and the CGRGs relating to any ministerial reporting obligations, including the legal authority of the grant;
- (c) Outlining the application and selection process, including the selection criteria, that were used to select potential grants recipients; and
- (d) The merits of the proposed grant or grants relative to the grant guidelines and the key consideration of achieving value with relevant money.

In addition, item 4.11 of the CGRGs provides that where a Minister approves a proposed grant in his/her own electorate, the Minister must write to the Finance Minister advising of the details. For this purpose, it is sufficient to provide the Finance Minister with a copy of correspondence to the grantee (except where the Minister has approved a grant which the relevant official has recommended be rejected).

These requirements are addressed in the covering brief, where applicable.



Australian Government

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

Project Fact Sheet

Program	Priority Community Infrastructure Program	
Project name	Project Far North West Tourism Development and Activation	
Funding recipient	Department of Premier and Cabinet (Tasmania)	
Project funding	Total: \$12,500,000	Australian Government funding: \$12,500,000
LGA	Circular Head	
Key dates	Project start: On execution of a funding agreement Project end: December 2025	
Status as at 16 February 2024	Application submitted: 24 October 2023 Funding approved: TBA Funding Agreement executed: TBA Construction commencement expected: June 2024 Project completion expected: December 2025	
Sensitivities	The Tasmanian State Government has entered caretaker period until the State Election on 23 March 2024. This may impact on the ability of the Department of Premier and Cabinet to negotiate and/or enter into a funding agreement until the election result is finalised.	

Project funding breakdown

Funding source	Total \$
Australian Government (PCIP)	12,500,000
Total	12,500,000

Overview of the Priority Community Infrastructure Program

During the 2022 election campaign the Australian Government committed funding to communities across Australia, to improve social and economic viability and improve social amenity and increased health and wellbeing.

The Priority Community Infrastructure Program has been developed to deliver important community and social infrastructure that represents value with relevant money for communities to improve social and economic viability in local areas. It will deliver the Government's 2022 election commitments for community infrastructure, and eligible Community Development Grants Programme commitments announced by the former Government during the 2022 Pre-Election Fiscal and Economic Outlook, with Australian Government funding over \$5 million and selected commitments under \$5 million.

Project Far North West | Tourism Development and Activation

The Australian Government is committed to providing new and improved infrastructure to encourage communities to thrive, both economically and socially, and to improve equity outcomes and social inclusion across Australia. As part of this commitment, it is providing \$12,500,000 of funding through the Priority Community Infrastructure Program (PCIP) towards Project Far North West | Tourism Development and Activation for Department of Premier and Cabinet in Hobart, Tasmania.

The project will enable the remediation of the Dismal Swamp site and improvements to critical infrastructure to redevelop the Dismal Swamp site to establish the Tarkine Experience Hub and Gateway, and develop a detailed feasibility plan for the Wave-Breaker Cave Experience.

Delivery of the Tarkine Experience Hub and Gateway will enable a private partner to establish a gateway to the Tarkine region, boosting tourism capacity, regional accessibility, and local employment opportunities.

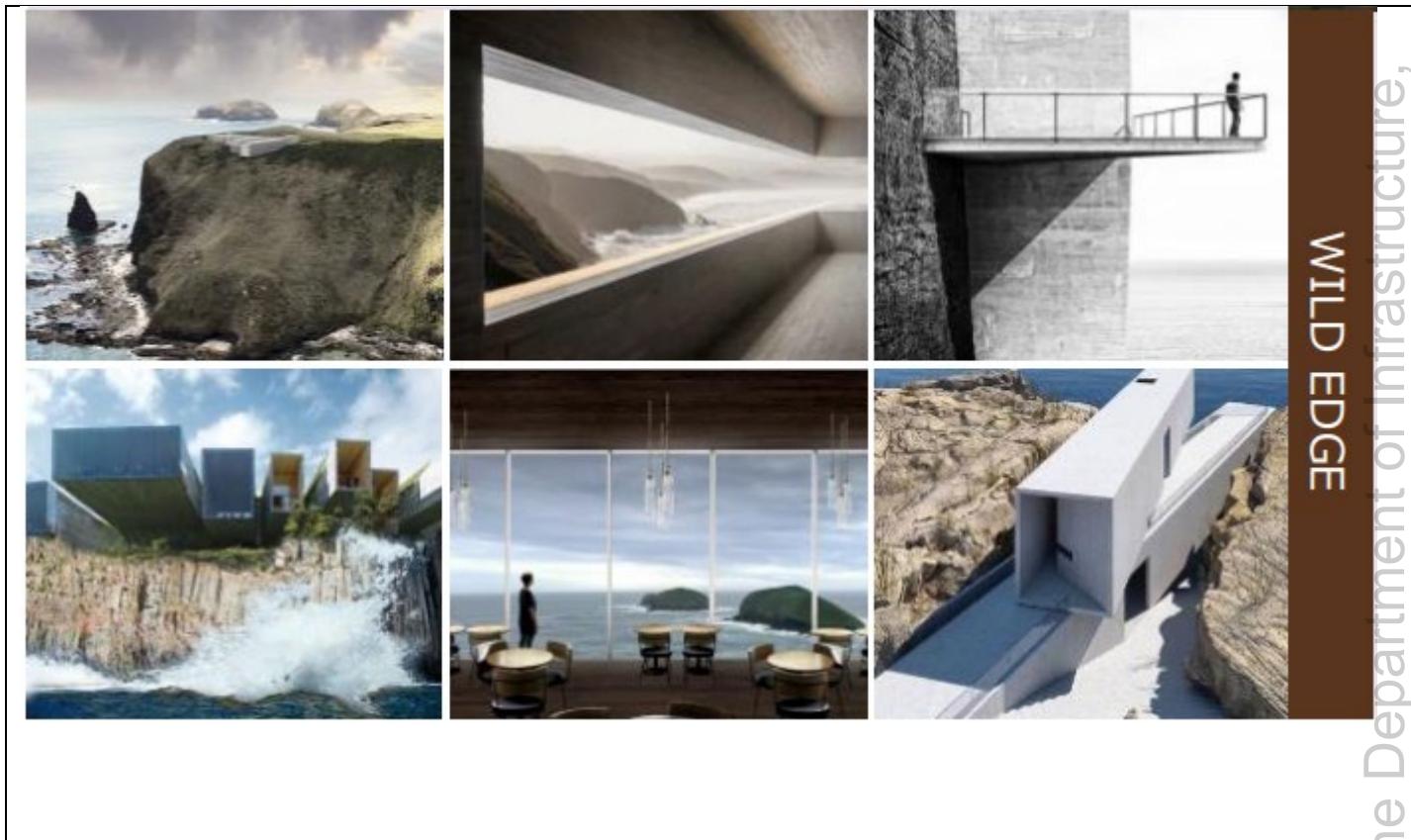
A comprehensive feasibility study will be conducted to determine the viability of the Wave-Breaker Cave Experience, a potentially unique, Australia-first tourism opportunity in remote Northwest Tasmania. The study will also identify how to successfully deliver and sustain the experience in the long term, supporting the region.

During construction, the project is expected to create 60 full-time equivalent (FTE) positions, generating ongoing benefits for local businesses and suppliers upon completion.

TARKINE ADVENTURE HUB



Released under the Department of Infrastructure, Sport and the Arts



WILD EDGE

Released under the FOI Act 1982 by the Department of Infrastructure, Communications, Sport and the Arts
Transport, Regional Development,



The Hon Catherine King MP

Minister for Infrastructure, Transport, Regional Development and Local Government
Member for Ballarat

Ref: MC24-001023

Mr Gavin Pearce MP
 Member for Braddon
 PO Box 908
 BURNIE TAS 7320

via: Gavin.Pearce.MP@aph.gov.au

Dear Mr Pearce

Gavin

Thank you for your letter of 30 January 2024 regarding clarity around the proposed funding allocated to the Dismal Swamp area on the far north-west corner of Tasmania.

I am pleased to advise you that I have recently approved funding of up to \$12.5 million under the Priority Community Infrastructure Program to the Tasmanian Department of Premier and Cabinet (DPC), for Project Far North West | Tourism Development and Activation project. This approval delivers on a 2022 election commitment.

Provision of this funding is dependent on the preparation and execution by both parties of a Funding Agreement that sets out the terms and conditions under which the funding is provided. These details will be negotiated between DPC and the Department of Infrastructure, Transport, Regional Development, Communications and the Arts in due course, noting that the Tasmanian Government has now assumed a caretaker role in the lead up to the State election.

Thank you for bringing the concerns of Ms Conti and *West by North West Tourism* to my attention.

Yours sincerely

Catherine King MP

18 / 3 / 2024

OFFICIAL



Australian Government

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

Commonwealth Standard Grant Agreement
between the Commonwealth represented by

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

(ABN 86 267 354 017)

and

**The Crown in Right of Tasmania represented by
Department of Premier and Cabinet**

(ABN 58 612 621 159)

**Project Far North West | Tourism Development
and Activation**

Contents	
Grant Agreement PCIP0063	5
Parties to this Agreement	5
The Grantee	5
The Commonwealth.....	5
Background	5
Scope of this Agreement.....	5
Grant Details PCIP0063	7
A. Purpose of the Grant	7
B. Activity	7
B.1 Tarkine Experience Hub (remediation of Dismal Swamp Site).....	7
B.2 Wave Breaker Cave Experience Feasibility Plan (Wild Edge Project)	7
B.3 Capital Works	7
B.4 Official Opening	7
C. Duration of the Grant	7
D. Payment of the Grant	8
E. Reporting.....	9
F. Party representatives and address for notices	12
F.1 Grantee's representative and address.....	12
F.2 Commonwealth representative and address.....	13
G. Activity Material	13
Supplementary Terms from Clause Bank.....	14
1. Other Contributions	14
2. Activity Budget.....	14
3. Intellectual property in Activity Material.....	14
3A. Intellectual property – research	14
3B. Creative Commons licence.....	14
4. Access/Monitoring/Inspection.....	15
5. Equipment and Assets.....	15
6. Specified Personnel.....	15
7. Relevant qualifications, licences, permits, approvals or skills	15
8. Vulnerable Persons	15
9. Child safety.....	15
10. Commonwealth Material, facilities and assistance	16
11. Jurisdiction	17
12. Grantee trustee of Trust	17
13. Fraud	17

14. Prohibited dealings	17
15. Anti-corruption	17
16. Step-in rights	17
17. Grant Administrator	18
18. Management Adviser	19
19. Indemnities	19
20. Compliance with Legislation and policies	19
21. Work health and safety	20
22. Transition	20
23. Corporate governance	20
24. Counterparts	20
25. Employees subject to SACS Decision	20
26. Program interoperability with National Disability Insurance Scheme	20
27. Rollover of surplus and uncommitted funds	20
28. Secret and Sacred Indigenous Material	20
29. No fettering of Ministerial discretion	21
Signatures	22
Schedule 1: Commonwealth Standard Grant Conditions	23
1. Undertaking the Activity	23
2. Payment of the Grant	23
3. Acknowledgements and Events	23
4. Notices	24
5. Relationship between the Parties	24
6. Subcontracting	24
7. Conflict of interest	24
8. Variation, assignment and waiver	25
9. Taxes, duties and government charges	25
10. Spending the Grant	25
11. Repayment	26
12. Record keeping	26
13. Reporting, liaison and review	26
14. Privacy	27
15. Confidentiality	27
16. Insurance	27
17. Intellectual property	28
18. Dispute resolution	28
19. Reduction, Suspension and Termination	28

20. Cancellation or reduction for convenience.....	29
21. Survival.....	30
22. Definitions.....	31
Schedule 2: Capital Works Clauses	33
1. Definitions.....	33
2. Approvals	33
3. Commencement.....	34
4. Construction standards.....	34
5. Material variations to the Capital Works.....	34
6. Latent Conditions and other Site conditions	35
7. Practical Completion.....	35
8. Defects after Practical Completion	36
9. Assets	36
10. Real Property	37
11. Purposes Deed	39
12. Designated Use	39
13. Activities on Native Title Land.....	39
14. Activities on Land Rights Land	40
15. Environmental obligations	41
16. Work Health and Safety Accreditation Scheme.....	42
Annexure A — Capital Works Particulars	44

Grant Agreement PCIP0063

Once completed, this document, together with each set of Grant Details, the Commonwealth Standard Grant Conditions (Schedule 1) and the Capital Works clauses (Schedule 2), forms an Agreement between the Commonwealth and the Grantee.

Parties to this Agreement

The Grantee

Grantee	Details
Full legal name of Grantee	The Crown in Right of Tasmania represented by the Department of Premier and Cabinet
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	State Government Authority
Any relevant licence, registration or provider number	N/A
Australian Company Number (ACN) or other entity identifiers	N/A
Australian Business Number (ABN)	58 612 621 159
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	1 July 2000
Registered office address (physical/postal)	15 Murray Street HOBART TAS 7000
Relevant business postal address (if different)	GPO Box 123 HOBART TAS 7001
Telephone	1300 135 513
Email	policy@dpact.tas.gov.au

The Commonwealth

The Commonwealth of Australia is represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts of 111 Alinga Street, Canberra, ACT 2601.

ABN 86 267 354 017

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

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

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Capital Works Clauses (Schedule 2) including the Annexure to Schedule 2;
- (d) the Standard Grant Conditions (Schedule 1);
- (e) the Grant Details; and
- (f) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each 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 PCIP0063

A. Purpose of the Grant

The purpose of the Grant is to increase tourism in the far north west region of Tasmania, by establishing the Tarkine Experience Hub and undertaking a preliminary feasibility study for the Wave-Breaker Cave Experience.

The Tarkine Experience Hub seeks to identify and engage a commercial operator to reimagine and transform the site previously known as Dismal Swamp into a destination for visitors to Tasmania's far north west, with accommodation and experiences and as a gateway to the broader Tarkine region.

The Wave Breaker Cave Experience will commission key studies to assess the feasibility of a cave beneath the cliff face on the Indian Ocean in the vicinity of Cape Grim in far north west Tasmania.

This Grant is being provided under Commonwealth Priority Community Infrastructure Program, (the **Program**) and these Grant Details form part of the Agreement between the Commonwealth and the Grantee as at the date of execution for this agreement.

B. Activity

The Activity comprises those activities set out in clauses B.1 and B.2 below.

B.1 Tarkine Experience Hub (remediation of Dismal Swamp Site)

The Grantee must plan and prepare for, and ensure the subsequent carrying out of:

- (a) removal (and/or remediation) of any decayed and obsolete infrastructure situated at the Dismal Swamp site (being that area of Crown land off the Bass Highway at Togari in Tasmania previously operated from as 'Tarkine Forest Adventures') (**Capital Works Site**);
- (b) re-establishment and refurbishment of access ways to (and on) the Capital Works Site as reasonably required, including upgrade of carpark facilities on the Capital Works Site; and
- (c) upgrading of services infrastructure servicing the Capital Works Site (including water and sewerage infrastructure).

B.2 Wave Breaker Cave Experience Feasibility Plan (Wild Edge Project)

The Grantee must undertake all reasonably necessary feasibility work to determine if the Wild Edge Project is feasible (including from financial, technical and insurable perspectives).

B.3 Capital Works

The Grantee must ensure that the completed Capital Works are maintained, operated and used for the Designated Use throughout the Designated Use Period. During the Designated Use Period, the Grantee must, if requested by the Commonwealth to do so, promptly provide evidence to the Commonwealth that the completed Capital Works are being maintained and operational and being used for the Designated Use.

B.4 Official Opening

- (a) Unless otherwise agreed by the Commonwealth within six (6) months of the Date for Practical Completion, the Grantee must conduct an official opening of the completed Activities, described in B.1 and B.2.
- (b) The Grantee must conduct the official openings in a reasonable manner and form approved by the Commonwealth prior to the official openings and must invite the Commonwealth Minister responsible for Infrastructure to the official openings at least 40 Business Days before the official openings.

C. Duration of the Grant

The Activity commences on the date of this Agreement.

The Activity (other than the provision of any final reports) ends on the date the Commonwealth issues written notice of acceptance of the Activity Completion Report (being the report referred to as such in clause E) (Activity Completion Date).

The Agreement ends five (5) years from the date the Commonwealth accepts the said Activity Completion Report (Agreement End Date).

D. Payment of the Grant

Subject to the terms of this Agreement, the total amount of the Grant is up to \$12,500,000 (GST excl).

GST is not payable on the Grant.

Interest can be earned on the Grant.

The Grantee has nominated that payments be made to the account for the Department of State Growth on behalf of the Grantee. The nominated bank account into which the Grant is paid is:

Bank Name	Account Name	BSB Number	Account Number
s47G(1)(a)	s47G(1)(a)	s47G(1)(a)	s47G(1)(a)

Subject to any right of the Commonwealth to withhold payment of the Grant under clause 2.2 of Schedule 1, the Grant will be paid in instalments (in the amounts set out in the table in clause E below) by the Commonwealth upon satisfactory completion of the agreed payment milestones associated with the relevant instalment payment as set out in the table in Item E below.

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity. The Commonwealth will issue the Grantee with a RCTI when a payment associated with signing of this Grant, a progress report or Activity Completion Report is approved for payment.

E. Reporting

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

Report	Milestone(s) / Information covered by the Report	Milestone Completion Date	Payment amount (GST Exclusive)	Due Date for Report	Due Date for Funding Payment
N/A	Payment on execution of the agreement	On execution of agreement	\$3,125,000	N/A	14 Days from execution of agreement
Progress report 1	<p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> • confirmation a process was run for an operator to undertake works referred to in Item B1(a)-(c) of the Grant Details • provision of an agreement satisfactory to the Commonwealth (acting reasonably), for the activity at Item B.2 of the Grant details, development of the feasibility study for Wave Breaker Experience; • confirmation of final cost estimates for B.2 of the Grant Details, being the Wave Breaker Experience feasibility study. 	31/10/2024	\$1,250,000	30/11/2024	14/12/2024

Report	Milestone(s) / Information covered by the Report	Milestone Completion Date	Payment amount (GST Exclusive)	Due Date for Report	Due Date for Funding Payment
Progress report 2	<p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> • confirmation that an agreement between an operator and the Crown has been signed for works referred to in Item B.1(a)-(c) of the Grant Details and that the agreement is satisfactory to the Commonwealth (acting reasonably); • confirmation of final cost estimates for the works referred to in Item B1(a)-(c) of the Grant Details; • if clause 16.3 of Schedule 2 applies, confirmation that the relevant contractor(s) is compliant with the WHS Accreditation Scheme, if applicable; • confirmation that the initial scoping report for B.2 of the Grant Details, the Wave Breaker Experience, has been completed; • the activity of Item B1 of the Grant Details has been reviewed and, if necessary, a variation request has been submitted to the Commonwealth. 	31/03/2025	\$1,875,000	30/04/2025	14/05/2025

Report	Milestone(s) / Information covered by the Report	Milestone Completion Date	Payment amount (GST Exclusive)	Due Date for Report	Due Date for Funding Payment
Progress report 3	<p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> • Progress report, including confirmation and evidence of Approvals and provision of project plan including related schedules and timeframes to have the works referred to in Item B1(a)-(c) of the Grant Details performed. 	01/09/2025	\$3,125,000	01/10/2025	15/10/2025
Progress report 4	<p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> • Confirmation of project expenditure to date; • Progress relating to the works referred to in Item B1(a)-(c) of the Grant Details, including notice of commencement of physical works, and update of progress against any applicable project plan and related schedules and timeframes for the those works, certified by a project manager, or a quantity surveyor, or other appropriate person. 	01/02/2026	\$1,250,000	01/03/2026	15/03/2026

Report	Milestone(s) / Information covered by the Report	Milestone Completion Date	Payment amount (GST Exclusive)	Due Date for Report	Due Date for Funding Payment
Progress report 5	<p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> • delivery of the final report at B.2 of the Grant Details on the Wave Breaker Cave Experience, if required; • Progress Report identifying progress against agreed milestones, certified by a project manager, or a quantity surveyor, or other appropriate person; • a completed Event Request Form using the template provided by the Commonwealth in relation to the official opening of the Activity has been submitted to the Commonwealth for approval. 	01/07/2026	\$1,250,000	01/08/2026	15/08/2026
Activity Completion Report	<p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> • the works referred to in Item B1(a)-(c) of the Grant Details are completed and operational and such is certified by a project manager, or a quantity surveyor, or other appropriate person or all relevant certificates of completion are provided; and • an independently audited financial acquittal report verifying the Grant funds have been spent in accordance with this Agreement. 	30/11/2026	\$625,000	31/12/2026	14/01/2027

F. Party representatives and address for notices

F.1 Grantee's representative and address

Grantee Representative	Details
Name	s47F

Position	Regional Economic Development Coordinator, North-West, Department of State Growth
Postal/physical address(es)	Level 2, Harris Building, 49-51 Cattley Street, Burnie, TAS 7320
Mobile	s47F
E-mail	

F.2 Commonwealth representative and address

Commonwealth Representative	Details
Name	Katrina Kendall
Position	Assistant Secretary
Postal/physical address(es)	GPO Box 594 CANBERRA ACT 2601
Business hours telephone	s22(1)(a)(ii)
E-mail	

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

Feasibility study	The <i>Wave Breaker Cave Experience Feasibility Plan</i> (Wild Edge Project) (clause B.2 of Grant Details)
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Supplementary Terms from Clause Bank

1. Other Contributions

a) Not applicable.

2. Activity Budget

2.1 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistently with the Activity Budget in the following table provided that if expenditure on either part of the Activity ends up being less than that allowed for in the following table, the Grantee may use the difference on the other component of the Activity:

Expenditure Item	Description	Grant Contributions (GST excl)	Other Contributions – Grantee (GST excl)	Other Contributions – Third parties (GST excl)	Total Cost (GST excl)
Remediation of 'Dismal Swamp' (clause B.1 of Grant Details)	Eligible Expenditure	\$11,500,000	NIL	NIL	\$11,500,000
Wave Breaker Cave Experience Feasibility Study (clause B.2 of Grant Details)	Eligible Expenditure	\$1,000,000	NIL	NIL	\$1,000,000

3. Intellectual property in Activity Material

3.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

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

3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause 3.2) will not infringe any third party's Intellectual Property Rights.

3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material, to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

3A. Intellectual property – research

Not applicable.

3B. Creative Commons licence

Not applicable.

4. Access/Monitoring/Inspection

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

- 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
- 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 4.1.

4.3 This clause 4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

5. Equipment and Assets

Not applicable.

6. Specified Personnel

6.1 The Grantee agrees to, at the reasonable request of the Commonwealth, use all reasonable endeavours to remove any personnel (including Specified Personnel, subcontractors, agents or volunteers) involved in the Activity at the request of the Commonwealth where such personnel involved in the Activity has engaged in conduct that would be in breach of this Agreement if it had been engaged in by the Grantee.

6.4 If clause 6.1 applies, the Grantee must use all reasonable endeavours to ensure the provision of replacement personnel acceptable to the Commonwealth (acting reasonably) and at no additional cost to the Commonwealth at the earliest opportunity and without any interruption to the Grantee's compliance with its other obligations under this Agreement.

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

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

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

8. Vulnerable Persons

Not applicable.

9. Child safety

9.1 In this Agreement:

- Child** means an individual(s) under the age of 18 years and **Children** has a similar meaning;
- Child-Related Personnel** means officers, employees, contractors (including subcontractors), agents and volunteers of the Grantee involved with the Activity who as part of that involvement may interact with **Children**;
- Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;
- National Principles for Child Safe Organisations** means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the

final National Principles for Child Safe Organisations as published by the Department of Social Services;

e) **Relevant Legislation** means Legislation in force in any jurisdiction where any part of the Activity may be carried out; and

f) **Working With Children Check or WWCC** means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

Relevant checks and authority

9.2 The Grantee must:

- comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- ensure that Working With Children Checks obtained in accordance with this clause remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

National Principles for Child Safe Organisations and other action for the safety of Children

9.3 The Grantee agrees in relation to the Activity to:

- implement the National Principles for Child Safe Organisations;
- ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause 11.3;
- provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - the National Principles for Child Safe Organisations;
 - the Grantee's risk management strategy required by this clause 9.3;
 - Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
 - Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described;
- provide the Commonwealth with an annual statement of compliance with clauses 9.2 and 9.3, in such form as may be specified by the Commonwealth; and
- ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses 9.3(a) to (e) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

9.4 With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause 9.

9.5 The Grantee agrees to:

- notify the Commonwealth of any failure to comply with this clause 9;
- co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause 9; and
- promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause 9.

10. Commonwealth Material, facilities and assistance

Not applicable.

11. Jurisdiction

11.1 This Agreement is governed by the law of Australian Capital Territory (ACT).

12. Grantee trustee of Trust

Not applicable.

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 15.3 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

14.1 Not applicable.

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

15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in 15.3 in relation to the performance of the Activity.

16. Step-in rights

16.1 If:

- a) the Commonwealth issues a notice under clause 2.2 of Schedule 1;
- b) an event in clause 19.3.1.c of Schedule 1 occurs; or
- c) the Grantee requests that the Commonwealth exercise its rights under this clause,

the Commonwealth may, at its discretion, give a notice to the Grantee that the Commonwealth intends to exercise its rights under this clause 16 and the date from which this notice will take effect (Step In Notice).

- 16.2 From the date specified in the Step-in Notice:
 - a) other than as directed by the Commonwealth, the Grantee will cease being responsible for the performance of the Activity;
 - b) the Commonwealth may, acting on its own behalf or through a nominee, take any step to manage the Activity that is reasonably necessary as determined by the Commonwealth and having regard to the trigger event(s) giving rise to the relevant Step-in Notice;
 - c) the Commonwealth's obligation to pay the Grant is suspended; and
 - d) the Grantee agrees to provide all reasonable assistance and comply with any direction of the Commonwealth to enable the Commonwealth to exercise its rights under this clause and manage the Activity.
- 16.3 The Commonwealth may withdraw the Step-in Notice if in the Commonwealth's reasonable opinion:
 - a) the circumstances giving rise to the trigger event have ceased or are able to be appropriately managed by the Grantee; and
 - b) the Grantee will otherwise be able to comply with its obligations under this Agreement.
- 16.4 The Commonwealth will by written notice advise the Grantee of:
 - a) the date when the Step-in Notice will be withdrawn and the Grantee will resume responsibility for the Activity; and
 - b) the amount by which the Grant will be reduced, which will be proportionate to the costs incurred by the Commonwealth in exercising its rights under this clause.

17. Grant Administrator

- 17.1 If the Commonwealth issues a notice under clause 2.2 of Schedule 1 the Commonwealth may appoint an administrator to oversee the performance of the Activity and the management of the Grant (Grant Administrator).
- 17.2 The Commonwealth can appoint a Grant Administrator for any period and on any terms and conditions that the Commonwealth considers appropriate.
- 17.3 The Commonwealth will give the Grantee notice of the appointment of a Grant Administrator that specifies:
 - a) the proposed period of the appointment;
 - b) the roles and responsibilities of the Grant Administrator; and
 - c) a summary of reasons why the Commonwealth has made the appointment, if the Commonwealth considers that providing such a summary is practicable and appropriate.
- 17.4 The Commonwealth may appoint more than one Grant Administrator at the same time.
- 17.5 The Grantee agrees to:
 - a) consider, in a timely manner and in good faith, all advice given to the Grantee by a Grant Administrator;
 - b) co-operate actively, fully and in good faith with, and provide all assistance, material and facilities reasonably required by a Grant Administrator; and
 - c) comply with all directions given by a Grant Administrator relating to the administration of the Grant.
- 17.6 A Grant Administrator that provides a report to the Commonwealth:
 - a) does so independently of the Grantee; and
 - b) does not reduce the Grantee's obligations to provide reports under this Agreement.

17.7 A Grant Administrator is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Grant Administrator cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

18. Management Adviser

18.1 If the Commonwealth issues a notice under a clause 2.2 of Schedule 1, the Commonwealth may, at its discretion and at its own cost, appoint an adviser to perform functions as determined by the Commonwealth (Management Adviser), which may include:

- a) advising the Grantee on:
 - (i) the Grantee's operations and corporate governance arrangements;
 - (ii) the management of the Activity;
 - (iii) the management of the Grantee's personnel;
- b) with the Grantee's consent, assisting the Grantee with any of the matters specified in the Grant Details;
- c) cooperating with any Grant Administrator appointed in respect of the Grantee under this Agreement; and
- d) providing any other advice to the Grantee that the Commonwealth requires.

18.2 The Commonwealth will give the Grantee notice of its intention to appoint a Management Adviser that specifies:

- a) the proposed period of the appointment;
- b) the proposed roles and responsibilities of the Management Adviser; and
- c) if the Commonwealth considers it practicable and appropriate, a summary of reasons why the Commonwealth intends to make the appointment.

18.3 Without limiting the Commonwealth's discretion to appoint a Management Adviser and where practicable, the Grantee shall have 14 days after the Grantee receives the Commonwealth's notice of intention given pursuant to 18.2 to provide the Commonwealth with reasons why a Management Adviser should not be appointed.

18.4 Upon appointment of a Management Adviser, the Commonwealth shall inform the Grantee of the scope of the appointment and its duration and of any extensions to the period of appointment.

18.5 The Grantee agrees to cooperate with a Management Adviser and comply with any directions and recommendations given by the Management Adviser in relation to the performance of this Agreement.

18.6 A Management Adviser who provides a report to the Commonwealth in relation to the Grantee:

- a) does so independently of the Grantee; and
- b) does not reduce the Grantee's obligations to provide Reports to the Commonwealth under this Agreement.

18.7 A Management Adviser is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Management Adviser is not appointed to act, and does not act, as a member or shadow member of the Grantee's governing board. A Management Adviser cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

19. Indemnities

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

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

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 or guidelines 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 21.1.
- 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 in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

22. Transition

Not applicable.

23. Corporate governance

23.1 In this Agreement, **Constitution** means (depending on the context):

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

23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

24. Counterparts

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.

25. Employees subject to SACS Decision

Not applicable.

26. Program interoperability with National Disability Insurance Scheme

Not applicable.

27. Rollover of surplus and uncommitted funds

Not applicable.

28. Secret and Sacred Indigenous Material

28.1 In this clause:

Aboriginal Person has the same meaning given in the Aboriginal and Torres Strait Islander Act 2005 (Cth);

Aboriginal Tradition has the meaning given in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth);

Indigenous Person means a person who is or identifies and is accepted as an Aboriginal Person or a Torres Strait Islander;

Secret and Sacred Indigenous Material means all information, knowledge or Material of special spiritual, cultural or customary significance which is considered to be sacred or of significance by an Indigenous Person or according to Aboriginal Tradition; and

Torres Strait Islander Person has the same meaning given in the *Aboriginal and Torres Strait Islander Act 2005* (Cth).

28.2 The parties agree that, for the purposes of this Agreement:

- a) the definition of Activity Material in clause 22 of Schedule 1 excludes any Secret and Sacred Indigenous Material;
- b) the definition of Reporting Material in clause 22 of Schedule 1 excludes any Secret and Sacred Indigenous Material;
- c) the record keeping requirements in clause 12 of Schedule 1 do not apply to any Secret and Sacred Indigenous Material; and
- d) any Secret and Sacred Indigenous Material is the confidential information of the relevant Indigenous Person or Indigenous community.

28.3 The Grantee agrees to inform the Commonwealth of the existence of Secret and Sacred Indigenous Material relevant to the performance of the Activity which is not disclosed to the Commonwealth due it being Secret and Sacred Indigenous Material.

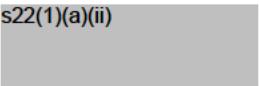
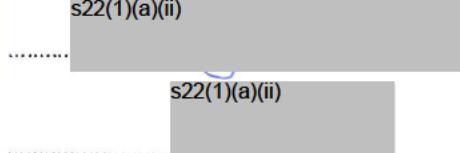
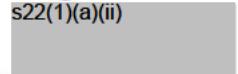
29. No fettering of Ministerial discretion

Nothing in this Agreement (and in particular, nothing in clauses 16.2, 17 and 18 of these Supplementary Terms from Clause Bank and clause 10 of Schedule 2) is to be taken to prevent the free exercise by any Minister of the Crown of any duties or authorities of his or her office or in any other way unlawfully fetter the Grantee as the Crown in Right of Tasmania, and to the extent any clause of this Agreement may do so such relevant clause is to be read down or severed as necessary.

Signatures

Executed as an agreement:

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, ABN: 86 267 354 017
Name (Print): Assistant Secretary Major Projects and Governance	KATHY KENDALL s22(1)(a)(ii)
Signature:	
Date:	22/7/24
Witness Name (Print): Major Projects and Governance	s22(1)(a)(ii) 
Signature:	
Date:	22/7/24

Grantee:

	Signed for and on behalf of The Crown in Right of Tasmania as represented by the Department of Premier and Cabinet, ABN: 58 612 621 159
Name:	s47F 
Signature:	
Date:	19/7/24
Witness Name (Print):	s47F 
Signature:	
Date:	19/7/24

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.
- 1.3 The Grantee agrees that for the term of this Agreement, the Grantee will continue to meet the eligibility obligations relating to the National Redress Scheme (www.nationalredress.gov.au) set out under the relevant grant opportunity guidelines to receive the Grant.

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;
 - c) there is a serious concern relating to the Grantee or this Agreement that requires investigation; or
 - d) any previously paid portion of the Grant has not been expended or committed in accordance with this Agreement.
- 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.
- 2.5 The Grantee agrees to hold the Grant in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia.

3. Acknowledgements and Events

- 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.

Commonwealth Standard Grant Conditions**Schedule 1**

3.4 The Grantee must provide the Commonwealth detailed information relating to any event it will conduct in relation or connection to the Activity (including the official opening of the Activity) at least 40 Business Day prior to the proposed date of that event and must implement any changes the Commonwealth requires in writing to the planning and conduct of that event.

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

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

6. Subcontracting

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

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6.3 The Grantee agrees not to subcontract any part of the performance of the Activity without the Commonwealth's prior written consent. The Commonwealth may impose any conditions it considers reasonable and appropriate when giving its consent.

6.4 At any time up to the Agreement End Date the Grantee agrees to use all reasonable endeavours to remove a subcontractor from the Activity within 30 days' of receipt of the reasonable written request of the Commonwealth and at no additional cost to the Commonwealth provided that such subcontractor has engaged in conduct that would constitute a breach of this Agreement if engaged in by the Grantee and provided that the request of the Commonwealth sets out the particulars of such breach and contains any evidence in support of such breach.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation to the Activity.

Commonwealth Standard Grant Conditions**Schedule 1**

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:

- notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. 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.

9. Taxes, duties and government charges

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

10. Spending the Grant

- The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.
- The Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement as part of its Activity Completion Report under Item E of the Grant Details.
- The report under clause 10.2 must be audited by:
 - a Registered Company Auditor under the *Corporations Act 2001* (Cth); or

Commonwealth Standard Grant Conditions**Schedule 1**

- b) a certified Practising Accountant; or
- c) a member of the National Institute of Accountants; or
- d) a member of the Institute of Chartered Accountants; who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

1.1. 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:
 - i. require the Grantee to repay that amount to the Commonwealth;
 - ii. require the Grantee to deal with that amount as directed by the Commonwealth; or
 - iii. deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

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

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

12. Record keeping

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

- a) detail and document the conduct and management of the Activity;
- b) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable; 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, liaison and review

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 and any Commonwealth review or evaluation of it.

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 If, at any time, a Party reasonably believes that the Activity is unlikely to fully meet the purpose of the Grant, or there are Activity risks that need to be addressed, that Party may provide written notice to the other Party setting out its reasons for that belief and proposing steps that could be

Commonwealth Standard Grant Conditions

Schedule 1

taken to better achieve that purpose or address those risks. The Parties agree to work co-operatively to:

- a) consider, and negotiate in good faith, any change proposed under this clause 13.4; and
- b) implement any such change that is agreed by the Parties by executing a variation to this Agreement under clause 8.1.

13.5 Except to the extent the Parties agree a variation under clause 8.1, clause 13.4 does not limit any of a Party's other rights under this Agreement.

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

14. Privacy

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

- a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause; and
- d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

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

15. Confidentiality

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

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

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

15.3 The Grantee may publish all or any part of this Deed without reference to the Commonwealth.

15.4 Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cth).

16. Insurance

16.1 Subject to clause 16.3 the Grantee agrees to effect and maintain for as long as any obligations remain in connection with this Agreement:

- a) workers compensation insurance as required by law;
- b) adequate and appropriate public liability insurance;
- c) insurance against any loss or damage to an asset for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants; and
- d) any other additional insurance specified in the Grant Details.

Commonwealth Standard Grant Conditions**Schedule 1**

16.2 The Grantee agrees to provide proof of insurance to the Commonwealth upon request and within the time specified in the request.

16.3 The Commonwealth acknowledges that the Grantee self-insures under the Tasmanian Risk Management Fund in respect of the matters listed under clause 16.1 and that the Grantee is not required to take out and maintain policies of insurance in accordance with clause 16.1 whilst it continues to maintain the relevant self-insurance for the matters listed under clause 16.1.

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 (acting reasonably) 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:

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

Commonwealth Standard Grant Conditions

Schedule 1

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 (acting reasonably) 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 (acting reasonably) 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;
- d) in addition to clause 19.3.1(a), breached the requirements in subclause 1.3.

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 that has not yet been spent by the Grantee in accordance with this Deed, or otherwise deal with the unspent 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.

Commonwealth Standard Grant Conditions**Schedule 1**

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

- stop or reduce the performance of the Grantee's obligations as specified in the notice;
- take all available steps to minimise loss resulting from that reduction or cancellation;
- continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- 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:

- pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- 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:

- subject to the Grantee's compliance with this Agreement; and
- 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;
- Supplementary Terms 4 (Access/Monitoring/Inspection)
- Supplementary Terms 9 (Child safety)
- Supplementary Terms 13 (Fraud)

Commonwealth Standard Grant Conditions

Schedule 1

- Supplementary Terms 14 (Prohibited Dealings)
- Supplementary Terms 15 (Anti-corruption)
- Supplementary Terms 20 (Compliance with Legislation and policies)
- Supplementary Terms 21 (Work health and safety); 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 Capital Works, the use of the Capital Works for the Designated Use and the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means that Material identified in Item G of the Grant Details, 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, but does not include Reporting 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.
- **Date for Practical Completion** is as set out in the Capital Works Particulars in Schedule 2.

Commonwealth Standard Grant Conditions

Schedule 1

- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Capital Works Clauses**Schedule 2****Schedule 2: Capital Works Clauses****1. Definitions**

In this Agreement, unless the contrary appears:

Activity means the activity described in the Grant Details and includes the Capital Works, the use of the Capital Works for the Designated Use and the provision of the Reporting Material.

Activity Period means the period commencing on the Activity start date set out in the Grant Details and ending on the Activity Completion Date.

Approval means any licence, permit, consent, approval, determination, certificate or other requirement of any authority, body or other organisation having any jurisdiction in connection with the Capital Works or the carrying out of the Activity or under any applicable statutory requirement, which must be obtained or satisfied to perform the Activity.

Asset means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant, with a value at that time of \$10,000 (inclusive of GST) or more, excluding Activity Material, Intellectual Property Rights, and Real Property (including any property once it becomes part of Real Property).

Capital Works means any part of the Activity that comprises construction and building activities and includes the Capital Works specified in the Capital Works Particulars.

Capital Works Particulars means the particulars set out in the Annexure to this Agreement.

Capital Works Site means the site described in the Capital Works Particulars where the Capital Works are to be carried out, and any item or property which is affixed to that site.

Defect means any defect, shrinkage, fault, error or omission in the Capital Works and includes any feature of the Capital Works which does not comply with this Agreement or otherwise makes the Capital Works not fit for the Designated Use.

Designated Use means the use specified in the Capital Works Particulars.

Designated Use Period means the period, specified in the Capital Works Particulars, during which the Site must be used for the Designated Use.

Real Property means the real property listed in the Capital Works Particulars.

Site means the site or sites described in the Capital Works Particulars, any item which is affixed to the site or sites, and any site or sites where the Activity is carried out, and includes the Capital Works Site.

2. Approvals

- 2.1 The Grantee must ensure all Approvals, including those specified in the Capital Works Particulars, necessary to commence and perform the Activity in accordance with this Agreement are obtained and must deliver a copy of satisfactory written evidence of each Approval to the Commonwealth by any date(s) specified in the Capital Work Particulars (and which delivery may occur by way of provision in progress reports under Item E of the Grant Details).
- 2.2 If the Grantee does not obtain the necessary Approvals in accordance with clause 2.1 of this Schedule, the Commonwealth may, at its sole discretion:
 - a) withhold payment of any amount of the Grant in accordance with clause 2 of Schedule 1; or
 - b) terminate this Agreement in accordance with clause 19 of Schedule 1.

Capital Works Clauses**Schedule 2****3. Commencement**

3.1 In this clause, **Force Majeure Event** means a circumstance or event which was not contemplated by the Grantee and which could not reasonably have been foreseen by the Grantee at the Activity start date set out in the Grant Details, and is beyond the Grantee's reasonable control, including acts of God, war, terrorism or other hostility, natural or international disaster, fire, explosion, power failure, strike or lockout, but does not include circumstances caused by acts or omissions of the Grantee or its officers, employees, subcontractors or agents.

3.2 The Grantee agrees to:

- comply with any preconditions to commencing the Activity specified in the Capital Works Particulars; and
- commence the Activity by the date specified in the Capital Works Particulars, unless the Commonwealth agrees otherwise in writing or the Grantee is prevented by a Force Majeure Event.

3.3 Not applicable.

3.4 If the Grantee fails to commence the Activity in accordance with clause 3.2 of this Schedule, the Commonwealth may, at its sole discretion:

- give the Grantee notice requiring the Grantee to repay any amount of the Grant that has been paid in accordance with clause 11.2 of Schedule 1;
- withhold payment of any amount of the Grant in accordance with clause 2 of Schedule 1; or
- terminate this Agreement in accordance with clause 19 of Schedule 1.

4. Construction standards

4.1 The Grantee agrees to ensure that:

- all aspects of the Capital Works are carried out by qualified tradespeople or professionals who:
 - use workmanship of a standard consistent with the best Australian industry standards for work of a similar nature; and
 - are registered with the relevant Australian state, territory or national accreditation bodies that regulate the activities of members of that particular trade or profession in each jurisdiction where the Capital Works are carried out;
- all activity relating to the Capital Works is carried out in accordance with all legal requirements and standards applicable to the building, construction or fit-out being undertaken;
- all materials used in the Capital Works comply with any requirements set out in this Agreement and are of merchantable quality, fit for their purpose and consistent with the nature and character of the Capital Works; and
- the Capital Works comply with all relevant standards of Standards Australia.

5. Material variations to the Capital Works

5.1 The Grantee agrees not to vary, or enter into any agreement to vary, the Capital Works in any material way without the prior written consent of the Commonwealth.

5.2 For the purposes of clause 5.1 of this Schedule, a variation to the Capital Works will be material if it would, or might reasonably be expected to, have an effect on the:

- price of the Capital Works or Activity generally;
- budget for the Capital Works or Activity generally;
- milestones or timeframes for completion of the Capital Works or Activity generally;

Capital Works Clauses

Schedule 2

- d) fitness of the completed Capital Works for the Designated Use;
- e) Approvals obtained in relation to the Capital Works or Activity generally; or
- f) location of the Capital Works or the Activity generally.

6. Latent Conditions and other Site conditions

- 6.1 In this clause, **Latent Condition** means any ground conditions at the Site where the Activity is to take place, excluding ground conditions resulting from inclement weather, which differ materially from those which should have been anticipated by a prudent, competent and experienced professional.
- 6.2 The Grantee agrees to ensure that:
 - a) the Site is suitable for carrying out the Activity; and
 - b) there are no Latent Conditions existing at the Site that may affect the Grantee's ability to perform or complete the Activity in accordance with this Agreement.
- 6.3 If, at any time during the performance of the Activity, a Latent Condition or other condition is discovered at the Site that may affect the performance or completion of the Activity, the Grantee agrees to:
 - a) immediately notify the Commonwealth;
 - b) give the Commonwealth any details it reasonably requires as to the condition, its causes, and its anticipated effect on the Activity;
 - c) allow the Commonwealth, and any person the Commonwealth nominates, access to the Site at all reasonable times to inspect and investigate the condition; and
 - d) take all steps necessary to avoid (or, if the condition cannot be avoided, to mitigate) the impacts of the condition on the performance and completion of the Activity.
- 6.4 The Commonwealth may direct the Grantee to vary the Activity to overcome any Latent Condition or other condition at the Site that would or may adversely affect the Grantee's ability to perform or complete the Activity in accordance with this Agreement or otherwise comply with this Agreement. Any such direction does not limit the Commonwealth's rights under clause 6.5 of this Schedule below.
- 6.5 If, in the Commonwealth's reasonable opinion, a condition referred to at clause 6.3 of this Schedule is a Latent Condition:
 - a) the Grantee agrees that all steps the Grantee takes (and that any third party takes on the Grantee's behalf) to avoid or mitigate the impacts of the Latent Condition in accordance with clause 6.3(d) of this Schedule are entirely at the Grantee's own risk and expense and will not be paid for using any of the Grant; and
 - b) the Commonwealth may, at any time following the identification of the Latent Condition, terminate this Agreement under clause 19 of Schedule 1 if the Commonwealth considers that:
 - i. the impacts of the Latent Condition cannot be avoided or mitigated cost effectively in a way that will enable the Activity to be completed by the Activity Completion Date and in accordance with this Agreement; or
 - ii. the Grantee failed to avoid or mitigate the impacts of the Latent Condition in accordance with clause 6.3(d) of this Schedule within a reasonable time.
- 6.6 The Commonwealth's termination of this Agreement under clause 6.5(b) of this Schedule does not limit the Grantee's obligations under clause 6.3 of this Schedule.

7. Practical Completion

Capital Works Clauses**Schedule 2**

7.1 The Grantee agrees to ensure that the Capital Works achieve practical completion in accordance with clause 7.2 of this Schedule on or before the Date for Practical Completion set out in the Capital Works Particulars.

7.2 To achieve practical completion:

- a) the Capital Works must be:
 - (i) complete and free from Defects, except for those that:
 - A. are of a minor nature;
 - B. it is not reasonably practicable for the Grantee to make good immediately;
 - C. can exist or be made good without significantly inconveniencing users of the site; and
 - D. do not cause any legal or physical impediment to the use and occupation of the Site and the Capital Works for the Designated Use; and
 - (ii) fit for the Designated Use;
- b) the Grantee must provide the Commonwealth with written certification by a registered and qualified builder, architect or engineer that has inspected the Capital Works on their completion that:
 - (i) the Capital Works meet all the requirements of clause 7.2(a) of this Schedule and all other requirements set out in this Agreement; and
 - (ii) all statutory requirements have been complied with.

8. Defects after Practical Completion

8.1 In this clause, **Date of Practical Completion** means the date on which practical completion under clause 7.2 of this Schedule is achieved.

8.2 The Grantee agrees to promptly rectify any Defect in the Capital Works, including those which become apparent after the Date of Practical Completion and during the Designated Use Period before the Agreement End Date.

9. Assets

Acquisition and ownership

9.1 The Grantee agrees not to use the Grant to acquire or create any Asset, apart from those detailed in the Capital Works Particulars, without obtaining the Commonwealth's prior written approval. The Commonwealth may grant that approval subject to conditions.

9.2 The Grantee agrees to ensure that:

- a) it owns all Assets acquired or created in its own right, unless the Commonwealth gives its prior written consent to the Commonwealth or a third party owning the relevant Asset; and
- b) if an Asset is owned by a third party, the terms of the arrangement to use the Asset are consistent with the Grantee's responsibilities regarding the Asset in clause 9.3 of this Schedule.

Grantee's responsibilities

9.3 Throughout the Activity Period, the Grantee agrees to:

- a) use each Asset in accordance with this Agreement and for the Designated Use;
- b) not encumber or dispose of any Asset, or deal with or use any Asset other than in accordance with this clause, without the Commonwealth's prior written approval;
- c) safeguard all Assets against theft, loss, damage and unauthorised use;
- d) maintain all Assets in good working order;
- e) take out and maintain all appropriate insurances for all Assets to their full replacement value, noting any interest of the Commonwealth in the Asset under this Agreement, and provide satisfactory written evidence of this to the Commonwealth when requested;

Capital Works Clauses

Schedule 2

- f) maintain registration and licensing of each Asset required by law to be registered or licensed;
- g) take full responsibility for, and bear all risks relating to, the use or disposal of all Assets; and
- h) if specified in the Capital Works Particulars, maintain an Asset Register in the form and with the details described there, and provide copies of the Asset Register to the Commonwealth when requested.

Sale or disposal of Asset

9.4 If the Grantee disposes of an Asset which it owns during the Activity Period, the Grantee agrees to account for the proportion of the Asset's market value that was met by the Grant as part of the Grant, and to use that amount for the Activity.

Loss or damage of Asset

9.5 If any Asset owned by the Grantee is lost, damaged or destroyed during the Activity Period, the Grantee agrees:

- a) to promptly reinstate the Asset, including from the proceeds of the insurance;
- b) that this clause 9 of this Schedule will apply to the reinstated Asset; and
- c) to notify the Commonwealth of any surplus insurance proceeds, account for that surplus as part of the Grant and use that amount for the Activity.

End of the Activity

9.6 After the Activity Completion Date or the earlier termination of this Agreement, the Commonwealth may, by written notice, require the Grantee to deal with any Asset, other than an Asset owned by a third party, in accordance with the Commonwealth's directions.

10. Real Property

Definition

10.1 In this clause, **Operational Period** means the period commencing on the Activity start date set out in the Grant Details and ending on the Agreement End Date.

Purchase of Real Property

10.2 The Grantee must not spend any part of the Grant to purchase any interest in land or buildings.

Outgoings

10.3 The Grantee agrees:

- a) to ensure all rents, rates, taxes, levies and other outgoings of any nature payable in relation to the Real Property (other than those disallowed outgoings set out in the Capital Works Particulars) are duly paid; and
- b) not to allow the Grant to be used to pay rent or rates, taxes, levies and other outgoings of any nature in relation to the Real Property.

Right to undertake Capital Works at the Capital Works Site

10.4 Before the Grantee commences the Capital Works, the Grantee agrees to ensure that the Grantee has a legal right or interest acceptable to the Commonwealth that permits the Grantee to occupy and carry out the Capital Works at the Capital Works Site, whether by way of fee simple, lease, agreement to lease, licence or otherwise.

10.5 The Grantee agrees to provide the Commonwealth with copies of all relevant documentation regarding its interest in and right to occupy and carry out the Capital Works at the Capital Works Site within 10 business days of a request by the Commonwealth for such documentation.

Grantee's responsibilities

Capital Works Clauses**Schedule 2**

10.6 Throughout the Operational Period, the Grantee agrees to:

- a) hold the Real Property securely and safeguard it against theft, loss, damage or unauthorised use;
- b) maintain the Real Property in good condition;
- c) take out and maintain all appropriate insurances for the Real Property to its full replacement cost and use that insurance to rectify any damage to or destruction of the Real Property. This clause continues to apply to the Real Property once any damage or destruction is rectified. The Grantee agrees to notify the Commonwealth of any surplus from the proceeds of this insurance and to use and account for that surplus as part of the Grant;
- d) effect and maintain any registration and licensing of the Real Property required by law;
- e) be fully responsible for, and bear all risks relating to, the use or disposal of the Real Property; and
- f) if required by the Commonwealth, maintain a Real Property Register in the form and containing the details as set out in the Capital Works Particulars, and provide the Commonwealth with a copy of the Real Property Register on request, provided however that the Commonwealth acknowledges that the Grantee self-insures under the Tasmanian Risk Management Fund in respect of the matters listed under clause 10.6(c) and that the Grantee is not required to take out and maintain policies of insurance in accordance with clause 10.6(c) whilst it continues to maintain the relevant self-insurance.

Security

10.7 If the Commonwealth requests, the Grantee agrees to take all action necessary to grant the Commonwealth a security, including in the form of a charge or mortgage, over the Real Property on terms acceptable to the Commonwealth.

Dealings

10.8 The Grantee agrees to obtain the Commonwealth's prior written consent before:

- a) disposing of any Real Property during the Operational Period; or
- b) ceasing to use any Real Property for the Designated Use.

10.9 If the Grantee disposes of any Real Property during the Operational Period, or ceases to use any Real Property for the Designated Use without the prior written consent of the Commonwealth, the Commonwealth may, at its sole discretion:

- a) give the Grantee notice requiring the Grantee to repay all or part of the amount of the Grant that has been paid, as determined by the Commonwealth;
- b) withhold payment of any amount of the Grant in accordance with clause 2 of Schedule 1; or
- c) terminate this Agreement in accordance with clause 19 of Schedule 1.

Use of the Real Property

10.10 The Grantee agrees to ensure that:

- a) the Real Property is used for, and is fit to be used for, the Designated Use; and
- b) the Grantee's legal right or interest in the Real Property permits the use of the Real Property for the Designated Use.

Third party interests

10.11 If a third party has proprietary or other rights or interests in relation to any Real Property, the Grantee agrees to:

- a) enter into legally binding written agreements under which all such third parties agree to:
 - i. the use of the Capital Works Site to carry out the Capital Works;
 - ii. the use of the Capital Works Site and completed Capital Works for the Designated Use; and

Capital Works Clauses**Schedule 2**

- iii. the use of any other Real Property for the Activity in accordance with this Agreement;
- b) not do anything that would give any such third party a right to rescind its agreement to any use specified in paragraph (a) above; and
- c) provide the Commonwealth with evidence that the Grantee has complied with this clause within 10 business days of a request by the Commonwealth for such evidence.

11. Purposes Deed

Not applicable

12. Designated Use

12.1 Not applicable.

12.2 The Grantee agrees to ensure that:

- a) the Capital Works and the Site are used only for the Designated Use throughout the Designated Use Period;
- b) the Designated Use is provided in accordance with any requirements specified in the Capital Works Particulars, including regarding who provides the Designated Use; and
- c) the Commonwealth's prior written approval is obtained to any use of the Capital Works or the Site (or both) not in accordance with the specified requirements.

12.3 The Parties agree that the repayment provisions set out in clause 10.9 (a) and 12.4 (a) in this Schedule would constitute a genuine and reasonable loss of public utility to the Commonwealth if the Capital Works and the Site are not used for the Designated Use throughout the Designated Use Period.

12.4 Subject to clause 12.5 of this Schedule, in addition to any other rights available to the Commonwealth, if the Grantee fails to comply with clause 12.1 of this Schedule, the Commonwealth may, at its sole discretion:

- a) give the Grantee notice requiring the Grantee to repay all or part of the amount of the Grant that has been paid, as determined by the Commonwealth (provided any component of the Grant properly spent in accordance with this Deed prior to such notice cannot be required to be so repaid);
- b) withhold payment of any amount of the Grant in accordance with clause 2 of Schedule 1; or
- c) terminate this Agreement in accordance with clause 19 of Schedule 1.

12.5 The Commonwealth agrees not to rely upon clause 12.3 of this Schedule if the non-compliant use was for a limited time only and the Commonwealth (acting reasonably) is satisfied that:

- a) the situation did not arise through any substantial failure by the Grantee;
- b) the Grantee used all reasonable efforts to resolve the situation to the Commonwealth's satisfaction;
- c) the Grantee complied with all reasonable directions the Commonwealth gave to help resolve the situation; and
- d) the situation is resolved to the Commonwealth's satisfaction.

13. Activities on Native Title Land

13.1 In this clause:

Native Title Land means land that is subject to native title or subject to a native title claim.

Native Title has the same meaning as in the *Native Title Act 1993* (Cth).

Capital Works Clauses

Schedule 2

- 13.2 In addition to all other necessary Approvals (clause 2 of this Schedule) [and evidence of agreements with any third parties with an interest in the Real Property required by clause 10.11 of this Schedule], the Grantee agrees that, before performing an Activity on Native Title Land, the Grantee will, where required by law, obtain the agreement of any Native Title holders or known claimants in relation to the Native Title Land concerned, including, if appropriate, by entering into an Indigenous Land Use Agreement.
- 13.3 Whether or not there is a legal requirement to obtain the agreement of Native Title holders or known claimants in relation to Native Title Land in order to perform an Activity, the Grantee agrees not to perform any such Activity on the Native Title Land unless the Grantee:
 - a) has consulted with the Native Title holders or known claimants about the Activity; and
 - b) is satisfied that the Native Title holders or known claimants understand the nature of the Activity and have had an adequate opportunity to comment.
- 13.4 The Parties acknowledge that, in all cases, it is desirable that the Grantee has the agreement of any Native Title holders or known claimants to the performance of the Activity on Native Title Land.
- 13.5 The Grantee agrees to immediately notify the Commonwealth in writing if the Grantee fails to obtain all necessary Approvals and agreements to perform the Activity on Native Title Land (including, where required by law, agreeing to an Indigenous Land Use Agreement and registering it on the Register of Indigenous Land Use Agreements) within 6 months after the date of this Agreement.
- 13.6 If the Grantee fails to obtain the necessary Approvals and agreements to perform the Activity on Native Title Land within 6 months after the date of this Agreement, the Commonwealth, at its sole discretion, may:
 - a) negotiate changes to the Activity to enable the Activity to proceed with any and all necessary Approvals and agreements;
 - b) terminate this Agreement under clause 19 of Schedule 1; or
 - c) by notice, reduce the scope of the Activity.
- 13.7 If the Commonwealth reduces the scope of the Activity, the Grantee agrees that the Commonwealth will not be liable to pay any costs related to activities no longer within scope that are incurred after the date of the notice of reduction.
- 13.8 The Grantee agrees to provide the Commonwealth with a copy of any Indigenous Land Use Agreement entered into for the purposes of this clause 13 of this Schedule within 5 business days of its registration on the Register of Indigenous Land Use Agreements.
- 13.9 The Grantee agrees that, unless otherwise agreed in writing, the Commonwealth is not required to pay the Grant (or any remaining part of the Grant) if the Grantee has not complied with this clause 13 of this Schedule.
- 13.10 The Grantee agrees to obtain and rely on its own advice in relation to Native Title matters.

14. Activities on Land Rights Land

- 14.1 In this clause:

Aboriginal peoples has the same meaning as in the *Native Title Act 1993* (Cth).

Land Rights Land means land which is:

- a) subject to a freehold estate or lease granted or vested under legislation that makes provision for the grant or vesting of such things only to, in, or for the benefit of, Aboriginal peoples or Torres Strait Islanders;

Capital Works Clauses

Schedule 2

- b) held expressly for the benefit of, or held on trust, or reserved, expressly for the benefit of, Aboriginal peoples or Torres Strait Islanders; or
- c) claimed under legislation referred to above in paragraph (a).

Torres Strait Islander has the same meaning as in the *Native Title Act 1993* (Cth).

- 14.2 In addition to all other necessary Approvals (clause 2 of this Schedule) [and evidence of agreements with any third parties with an interest in the Real Property required by clause 10.11 of this Schedule], the Grantee agrees that, before performing an Activity on Land Rights Land, the Grantee will, where required by law, obtain the necessary approval of any land holding body, traditional owners or known claimants of the Land Rights Land concerned.
- 14.3 Whether or not there is a legal requirement to obtain the agreement of any land holding body, traditional owners or known claimants in relation to Land Rights Land in order to perform an Activity, the Grantee agrees not to perform any such Activity on the Land Rights Land unless the Grantee:
 - a) has consulted with the any land holding body, traditional owners or known claimants about the Activity; and
 - b) is satisfied that any such land holding body, traditional owners or known claimants understand the nature of the Activity and have had an adequate opportunity to comment.
- 14.4 The Parties acknowledge that, in all cases, it is desirable that the Grantee has the agreement of any land holding body, traditional owners or known claimants to the performance of the Activity on Land Rights Land.
- 14.5 The Grantee agrees that, unless otherwise agreed in writing, the Commonwealth is not required to pay the Grant (or any remaining part of the Grant) if the Grantee has not complied with this clause 14 of this Schedule.
- 14.6 The Grantee agrees to obtain and rely on its own advice in relation to land rights matters.

15. Environmental obligations

- 15.1 In this clause:

Contamination means the presence in, on or under the land, air or water of a substance (whether solid, liquid, gas, odour, heat, sound, vibration or radiation) at a concentration above the concentration at which the substance is (or should be) normally present in, on or under (respectively) land, air or water in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the Environment, or could otherwise give rise to a risk of non-compliance or breach of any statutory requirements relating to the Environment.

Environment means components of the earth, including:

- a) land, air and water;
- b) any layer of the atmosphere;
- c) any organic or inorganic matter and living organism; and
- d) human-made or modified structure and areas,

and includes interacting natural ecosystems that include components referred to in paragraphs (a) to (d) above.

- 15.2 In performing the Activity, the Grantee agrees to ensure that the Grantee complies with all the Grantee's obligations under the *Environment Protection and Biodiversity Conservation Act 1999*, its associated legislative instruments, and all applicable state or territory legislation relating to the Environment.

Capital Works Clauses**Schedule 2**

- a) the Grantee complies with any requirements relating to the Environment set out in the Capital Works Particulars;
- b) the Grantee does not contaminate or otherwise damage the Environment; and
- c) the Grantee's officers, employees, subcontractors and agents comply with the requirements set out in this clause.

15.3 The Grantee agrees to make good any Contamination or damage to the Environment arising out of or in connection with the Activity, regardless of whether the Grantee has complied with all applicable laws regarding the protection of the Environment.

15.4 Unless the Commonwealth specifically notifies the Grantee otherwise or approves in writing, the Grantee agrees not to use the Grant for rectification in accordance with clause 15.3 of this Schedule.

15.5 Without detracting from the Grantee's obligations under this Agreement, the Commonwealth may take any action necessary to protect:

- a) the Activity;
- b) the Site or other property;
- c) the Environment; or
- d) third parties,

from Contamination or damage to the Environment arising out of or in connection with the Activity.

15.6 The Commonwealth may recover as a debt due from the Grantee to the Commonwealth all costs, expenses and liabilities that the Commonwealth incurs as a result of taking action under clause 15.5 of this Schedule.

16. Work Health and Safety Accreditation Scheme

16.1 Building work undertaken as part of the Activity may be covered by the Work Health and Safety Accreditation Scheme (WHS Accreditation Scheme).

16.2 The WHS Accreditation Scheme is established under the Federal Safety Commissioner Act 2022 and specified in the Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019.

16.3 The WHS Accreditation Scheme applies to building work that is indirectly funded by the Commonwealth if it is carried out under a contract with a value of \$4 million or more (GST inclusive) and the contribution made to the funding of the project that includes building work by the Commonwealth is at least:

- a) \$6,000,000 (GST inclusive) and represent at least 50% of the total funding; or
- b) \$10,000,000 (GST inclusive).

16.4 If the WHS Accreditation Scheme applies to the building work undertaken as part of the Activity, the Grantee must:

- a) notify the Office of the Federal Safety Commissioner at the earliest possible opportunity (that is, when approaching the market);
- b) contain a requirement that the builder:
 - i. is accredited under the WHS Accreditation Scheme*;
 - ii. maintains Scheme accreditation for the life of the contract.*

* Paragraph 26(g) of the *Building and Construction Industry (Improving Productivity)*

Capital Works Clauses

Schedule 2

(Accreditation Scheme) Rules 2019 outlines provisions applying to joint venture arrangements that include accredited and unaccredited builders.

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

Capital Works Clauses**Schedule 2****Annexure A – Capital Works Particulars**

These Capital Works Particulars must be read in conjunction with the Commonwealth Standard Grant Agreement.

Item number	Related clause in Schedule 2	Details	Comments
1	1	Capital Works: The removal (and/or remediation) of any decayed and obsolete infrastructure situated at the Capital Works Site, re-establishment and refurbishment of access ways to (and on) the Capital Works Site, including upgrade of carpark facilities on the Capital Works Site, and upgrading of services infrastructure servicing the Capital Works Site (including water and sewerage infrastructure),	
2	1	Capital Works Site: Crown land at Dismal Swamp, Togari in Tasmania being the site at or near 26059 Bass Highway, TOGARI, TAS, 7330	
3	1, 12.1	Designated Use: That any remediated or otherwise upgraded infrastructure at the Capital Works Site supports future investment and development.	
4	1	Designated Use Period: Commences on the Date that the Activity starts on, as set out in Part C of the Grant Details, and concludes on the Agreement End Date, which is five years from the date the Commonwealth accepts, to its satisfaction, the Activity Completion Report.	
5	1	Real Property: Crown land at Dismal Swamp, Togari in Tasmania being the site at or near 26059 Bass Highway, TOGARI, TAS, 7330	
6	1	Site: Crown land at Dismal Swamp, Togari in Tasmania being the site at or near 26059 Bass Highway, TOGARI, TAS, 7330	
7	2	Approvals required: All Approvals required at Law from any government body or other regulatory agency for the carrying out of the Activity.	
8	3.2(a)	Preconditions to commencement: None	

Capital Works Clauses

Schedule 2

9	3.2(b)	Date Activity is to commence by: The Activity starts on the date this agreement is executed.	
10	7.1	Date for Practical Completion: The Activity Completion Date, being 31 December 2026.	
11	9.1	Assets that may be acquired or created without the Commonwealth's prior approval: (a) building and road materials that are to form part of the structure of any rehabilitated infrastructure on the Capital Works Site, part of any service infrastructure servicing the Capital Works Site or part of any access way or car park area on the Capital Works Site; and (b) machinery leased solely for purposes associated with the Activity, provided such applicable lease period does not extend after the completion of the Capital Works.	
12	9.3(h)	Asset Register: The Asset Register contains the following information: (a) Asset number; (b) description of Asset; (c) purchase or creation price or total lease cost; (d) date of purchase, creation or lease; (e) if leased, type and term of lease; (f) location of Asset; (g) date on which the Asset was disposed of or written off; (h) disposal method; and (i) if the Asset was partly purchased, created or leased using the Grant, the proportion that was paid for with the Grant.	
13	10.6	Real Property Register: The Real Property Register contains the following information: (a) Real Property description; (b) acquisition, upgrade or creation price or total lease cost;	

Capital Works Clauses**Schedule 2**

		<p>(c) date of acquisition, creation, upgrade or lease;</p> <p>(d) if leased, type and term of lease;</p> <p>(e) location of Real Property;</p> <p>(f) date of disposal;</p> <p>(g) disposal method; and</p> <p>(h) if the Real Property was partly created, acquired or upgraded using the Grant, the proportion that was paid for with the Grant.</p>	
14	10.3	Disallowable outgoings: None	
15	15	Environmental requirements: None	