

s47F

**From:** s47F  
**Sent:** Wednesday, 27 May 2020 6:28 PM  
**To:** s47F  
**Cc:**  
**Subject:** RE: Request: Prime Minister - Joint Media Release - \$1.8 billion boost for local government [SEC=UNOFFICIAL]  
**Attachments:** lrci-funding-allocations.pdf  
**Follow Up Flag:** Follow up  
**Flag Status:** Completed

UNOFFICIAL

Hi s47F

Apologies for not coming back sooner, I'm still seeking some info from the Department.

In the interim though regarding APY which is classified as a Local Government Area (LGA), I believe the below is accurate.

Financial Assistance Grants bring forward: SA | Anangu Pitjantjatjara Inc | \$731,258

LRCI allocation: SA | Anangu Pitjantjatjara Yankunytjatjara | \$234,437

The full list of allocations made under the LRCI program are attached if you wish to search specific LGAs, but where an area is unincorporated, the funding for those areas generally goes to a State agency to administer, which is SA is the Department of Planning, Transport and Infrastructure.

If an LGA currently receives Roads to Recovery funding and Financial Assistance Grants funding, they would receive this as well.

Hope this clears it up,

Cheers

s47F

UNOFFICIAL

---

**From:** s47F  
**Sent:** Wednesday, 27 May 2020 3:00 PM  
**To:** s47F  
**Cc:** s47F  
**Subject:** Request: Prime Minister - Joint Media Release - \$1.8 billion boost for local government [SEC=UNOFFICIAL]

Good afternoon s47F enquiring if you have been able to ascertain the financial funding being available for our Remote Indigenous Communities which are not dedicated Local Government Council areas.

Thankyou Cheers s47F

s47F | Government Business Manager  
 Eastern Communities APY Lands, based at UMUWA.

National Indigenous Australians Agency

P: s47F

South Australia Region

Level 17, 26 Franklin Street, Adelaide 5000

W. [niaa.gov.au](http://niaa.gov.au) | W. [indigenous.gov.au](http://indigenous.gov.au)



The National Indigenous Australians Agency acknowledges the traditional owners of country throughout Australia and their continuing connection to land, sea and community. We pay our respects to them and their cultures and to their elders both past and present.



**From:** s47F

**Sent:** Tuesday, 26 May 2020 8:00 AM

**To:** s47F

**Cc:** s47F

**Subject:** RE: Prime Minister - Joint Media Release - \$1.8 billion boost for local government [SEC=UNOFFICIAL]

Good morning s47F thank you for your response.

s47F from your office contacted late yesterday by phone (responded with attached email) & was going to follow this matter up further for me for clarification.

Thankyou Cheers s47F

Anangu Pitjantjatjara Yankunytjatjara Lands, South Australia

s47F | Government Business Manager  
Eastern Communities APY Lands, based at UMUWA.  
National Indigenous Australians Agency

s47F

South Australia Region

Level 17, 26 Franklin Street, Adelaide 5000

W. [niaa.gov.au](http://niaa.gov.au) | W. [indigenous.gov.au](http://indigenous.gov.au)

Help flatten  
the curve  
& stop the  
spread of  
COVID-19



Stay at home



Wash your hands



Don't touch  
your face



Stay 1.5m apart



Cough or sneeze  
into your elbow



The National Indigenous Australians Agency acknowledges the traditional owners of country throughout Australia and their continuing connection to land, sea and community. We pay our respects to them and their cultures and to their elders both past and present.



---

**From:** IIP <[IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au)>

**Sent:** Monday, 25 May 2020 5:44 PM

**To:** s47F

**Subject:** RE: Prime Minister - Joint Media Release - \$1.8 billion boost for local government [SEC=UNOFFICIAL]

UNOFFICIAL

Hi s47F

Just wanted to let you know we've received your email and we will get back to you in coming days.

Kind regards

s47F

s47F

A/g Director | Local Roads and Community Infrastructure  
COVID Recovery Infrastructure Investment Stimulus | Infrastructure Investment Division

s47F

UNOFFICIAL

---

**From:** s47F

**Sent:** Monday, 25 May 2020 3:25 PM

**To:** IIP <[IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au)>

**Subject:** Prime Minister - Joint Media Release - \$1.8 billion boost for local government [SEC=UNOFFICIAL]

Good afternoon, wish further information on the 'Prime Minister - Joint Media Release - \$1.8 billion boost for local government'.

I have rang the PM office number & staff were going to return my call, at this time I have not heard further.

With this support funding for Local Government, does it include Remote Indigenous Lands Corporation which are self-regulated, as the APY Lands of the Far North South Australia.

Please can you contact me to discuss further.

Thankyou Cheers s47F

s47F | Government Business Manager  
Eastern Communities APY Lands, based at UMUWA.  
National Indigenous Australians Agency

s47F

South Australia Region  
Level 17, 26 Franklin Street, Adelaide 5000  
W. [niaa.gov.au](http://niaa.gov.au) | W. [indigenous.gov.au](http://indigenous.gov.au)



The National Indigenous Australians Agency acknowledges the traditional owners of country throughout Australia and their continuing connection to land, sea and community. We pay our respects to them and their cultures and to their elders both past and present.



---

**IMPORTANT:** This message, and any attachments to it, contains information that is confidential and may also be the subject of legal professional or other privilege. If you are not the intended recipient of this message, you must not review, copy, disseminate or disclose its contents to any other party or take action in reliance of any material contained within it. If you have received this message in error, please notify the sender immediately by return email informing them of the mistake and delete all copies of the message from your computer system.

---



## Local Roads and Community Infrastructure Program: Funding Allocations

STATE	RECIPIENT	ALLOCATION (\$)
ACT	Transport Canberra and City Services Directorate	7,968,750
NSW	Albury City Council	883,074
NSW	Armidale Regional Council	1,429,701
NSW	Ballina Shire Council	880,244
NSW	Balranald Shire Council	832,921
NSW	Bathurst Regional Council	1,248,559
NSW	Bayside Council	737,406
NSW	Bega Valley Shire Council	1,221,983
NSW	Bellingen Shire Council	594,625
NSW	Berrigan Shire Council	877,527
NSW	Blacktown City Council	2,138,829
NSW	Bland Shire Council	1,849,827
NSW	Blayney Shire Council	537,301
NSW	Blue Mountains City Council	869,182
NSW	Bogan Shire Council	911,524
NSW	Bourke Shire Council	1,199,903
NSW	Brewarrina Shire Council	820,558
NSW	Broken Hill City Council	310,580
NSW	Burwood Council	169,168
NSW	Byron Shire Council	730,070
NSW	Cabonne Council	1,293,770
NSW	The Council of Camden	874,692
NSW	Campbelltown City Council	1,106,330
NSW	City of Canada Bay Council	403,595
NSW	Canterbury-Bankstown Council	1,679,331
NSW	Carrathool Shire Council	1,456,711
NSW	Central Coast Council	2,771,892

<b>QLD</b>	Winton Shire Council	1,066,785
<b>QLD</b>	Woorabinda Aboriginal Council	31,555
<b>QLD</b>	Wujal Wujal Aboriginal Shire Council	9,956
<b>QLD</b>	Yarrabah Community Council	45,250
<b>SA</b>	City of Adelaide	337,528
<b>SA</b>	Adelaide Hills Council	781,415
<b>SA</b>	Adelaide Plains Council	345,459
<b>SA</b>	Alexandrina Council	685,920
<b>SA</b>	Anangu Pitjantjatjara Yankunytjatjara	234,437
<b>SA</b>	The Barossa Council	565,108
<b>SA</b>	Barunga West Council	279,118
<b>SA</b>	The Berri Barmera Council	299,755
<b>SA</b>	The City of Burnside	567,219
<b>SA</b>	Campbelltown City Council (SA)	618,860
<b>SA</b>	District Council of Ceduna	529,407
<b>SA</b>	City of Charles Sturt	1,297,277
<b>SA</b>	Clare and Gilbert Valleys Council	477,275
<b>SA</b>	District Council of Cleve	483,287
<b>SA</b>	District Council of Coober Pedy	129,085
<b>SA</b>	Coorong District Council	751,813
<b>SA</b>	Copper Coast Council	412,199
<b>SA</b>	District Council of Elliston	498,641
<b>SA</b>	The Flinders Ranges Council	386,357
<b>SA</b>	District Council of Franklin Harbour	303,556
<b>SA</b>	Town of Gawler	405,562
<b>SA</b>	Gerard Reserve Council Inc	102,392
<b>SA</b>	Regional Council of Goyder	767,234
<b>SA</b>	District Council of Grant	423,450
<b>SA</b>	City of Holdfast Bay	454,947
<b>SA</b>	Kangaroo Island Council	487,807
<b>SA</b>	District Council of Karoonda East Murray	427,543
<b>SA</b>	District Council of Kimba	389,012
<b>SA</b>	Kingston District Council	340,359



s47F

**From:** s47F  
**Sent:** Friday, 31 July 2020 2:20 PM  
**To:** s47F  
**Cc:** 'mse@anangu.com.au'; s47F  
**Subject:** LRCI Program – Letter of Offer, Grant Agreement and Project Nomination Form [SEC=UNOFFICIAL]  
**Attachments:** LRCI Program Grant Agreement.pdf; LRCI Program - Work Schedule - Project Nomination.pdf; NT\_APY - Letter of Offer.pdf

**UNOFFICIAL**

**UNOFFICIAL**

Dear Mr King

Further to the email from the Deputy Prime Minister and the Local Government Minister of 24 June, please find attached a Letter of Offer, Grant Agreement and Work Schedule –Project Nomination Form for the Local Roads and Community Infrastructure Program.

You can return completed Project Nomination forms to the Department when you return your signed Grant Agreement, or any time after the signed Grant Agreement has been provided to the Department.

Next steps

The Department will endeavour to advise you within two weeks of acknowledging receipt of Project Nomination form whether nominated projects have been approved. The Department will provide you with your approved Work Schedule at this time.

You will receive up to 50% of your nominal funding allocation in the first payment after the Department provides you with your approved Work Schedule.

Kind regards

Local Roads and Community Infrastructure Program Manager  
 Department of Infrastructure, Transport, Regional Development and Communications

**From:** The Deputy Prime Minister & the Local Government Minister  
 <[the.deputy.prime.minister.the.local.government.minister@notify.gov.au](mailto:the.deputy.prime.minister.the.local.government.minister@notify.gov.au)>  
**Sent:** Wednesday, 24 June 2020 6:06 PM  
**To:** IIP <[IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au)>  
**Subject:** Local Roads and Community Infrastructure Program – Program Guidelines and Work Schedule template

Dear Mayors/Councillors Following on from the email on 22 May 2020, we are pleased to advise that the Program Guidelines for the Local Roads and Community Infrastructure Program and a information required to be provided in the Work Schedule is available at...

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

between the Commonwealth represented by

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

And

**The Grantee**



## Contents

<b>Local Roads and Community Infrastructure Grant Agreement.....</b>	<b>1</b>
<b>Grant Agreement.....</b>	<b>3</b>
<b>Parties to this Agreement .....</b>	<b>3</b>
<b>Background .....</b>	<b>3</b>
<b>Scope of this Agreement.....</b>	<b>3</b>
<b>Grant Details.....</b>	<b>4</b>
<b>A. Purpose of the Grant.....</b>	<b>4</b>
<b>B. Activity .....</b>	<b>4</b>
<b>C. Duration of the Grant.....</b>	<b>10</b>
<b>D. Payment of the Grant.....</b>	<b>10</b>
<b>E. Reporting .....</b>	<b>12</b>
<b>F. Party representatives and address for notices .....</b>	<b>16</b>
<b>G. Activity Material.....</b>	<b>16</b>
<b>3A. Intellectual property – research .....</b>	<b>17</b>
<b>3B. Creative Commons licence .....</b>	<b>17</b>
<b>23A. Incorporation requirement .....</b>	<b>20</b>
<b>Signature .....</b>	<b>21</b>
<b>Grantee .....</b>	<b>21</b>
<b>Commonwealth.....</b>	<b>21</b>
<b>Schedule 1: Commonwealth Standard Grant Conditions .....</b>	<b>22</b>
<b>Schedule 2: Work Schedule.....</b>	<b>31</b>

## **Grant Agreement**

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

## **Parties to this Agreement**

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

### **The Commonwealth**

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

ABN 86 267 354 017

### **Background**

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

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

### **Scope of this Agreement**

This Agreement comprises:

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

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

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

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

# Grant Details

## A. Purpose of the Grant

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

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

The intended outcomes of the LRCI Program are to:

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

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

## B. Activity

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

### 2 Work Schedules

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

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

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

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

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

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

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

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

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

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

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

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

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

## **5 Project Eligibility Requirements**

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

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

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

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

5.3 A project must deliver benefits to the community.

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

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

- 5.5.1 traffic signs;
- 5.5.2 traffic control equipment;
- 5.5.3 street lighting equipment;
- 5.5.4 a bridge or tunnel;
- 5.5.5 a facility off the road used by heavy vehicles in connection with travel on the road (for example, a rest area or weigh station);
- 5.5.6 facilities off the road that support the visitor economy;
- 5.5.7 road and sidewalk maintenance, where additional to normal capital works schedules.

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

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

- 5.6.1 These projects must deliver benefits to the community, such as improved accessibility, visual amenity, and/or safety. Examples of eligible works include:
  - 5.6.1.1 Closed Circuit TV (CCTV);
  - 5.6.1.2 bicycle and walking paths;
  - 5.6.1.3 painting or improvements to community facilities;
  - 5.6.1.4 repairing and replacing fencing;
  - 5.6.1.5 improved accessibility of community facilities and areas;

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

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

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

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

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

6.1 Grant money cannot be used for Ineligible Projects or Ineligible Expenditure.

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

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

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

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

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

## **7 Conflicts of Interest**

7.1 The Grantee must disclose if any of their personnel:

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

7.2 The Grantee must include in the Work Schedule:

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

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



## **8 Media Releases**

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

8.1.1 at least two business days prior to its proposed release, unless otherwise agreed by the Commonwealth, provide a copy of the proposed media release to the Commonwealth and obtain the Commonwealth's agreement to the media release; and

8.1.2 provide the relevant local Federal Member of Parliament with the opportunity to participate in the media release.

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

## **9 Eligible Project Events**

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

9.1.1 at least two weeks before the proposed ceremony or event is to be held; and

9.1.2 provide details of the proposed ceremony or event, including proposed invitees and order of proceedings.

## **10 Signage**

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

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

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

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

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

11.2.1 name;

11.2.2 addresses;

11.2.3 Grantee's Representative details; or

11.2.4 bank account details.

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

## C. Duration of the Grant

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

## 12 Activity Timeframe

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

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

## D. Payment of the Grant

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

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

## 14 Grant Instalments

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

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

14.1.2 receipt of required Reports by the Commonwealth;

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

14.1.4 the required information contained in Work Schedules;

14.1.5 the Commonwealth's consideration of other relevant information;

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

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

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

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

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

## E. Reporting

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

16.1 the Local Roads and Community Infrastructure Program Guidelines as in force from time to time; and

16.2 any other requirements notified by the Commonwealth.

16.3 At a minimum, a Grantee must update a Work Schedule in accordance with any requirements notified by the Commonwealth, immediately prior to submitting the second Quarterly Report or immediately before submission of an Ad hoc report for Early Access to the Second Instalment.

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

17.1 Quarterly Reports;

17.2 Annual Reports;

17.3 Ad hoc Reports (if required).

17.4 The Grantee must provide Reports in accordance with the timeframes at **Table 2: Reports** unless 17.5 applies.

17.5 If the Grantee has expended all Grant funds and/or returned any Grant funds additional to the requirements of the Activity, after providing the Quarterly Report for the quarter in which this occurs, the Grantee will not be required to provide any further Quarterly Reports, but will be required to provide the Annual Report.

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

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

## 18 Quarterly Reports

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

## 19 Annual Reports

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

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

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

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

19.2.6 Any further information notified by the Commonwealth.

## **20 Ad Hoc Reports**

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



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

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

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

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

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

### **Commonwealth representative and address**

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

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

## **G. Activity Material**

N/A.

## **Supplementary Terms from Clause Bank**

### **1. Other Contributions**

N/A

### **2. Activity budget**

N/A

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

N/A

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

N/A

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

N/A

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

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

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

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

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

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

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

N/A

### **6. Specified Personnel**

N/A

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

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

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

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

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

### **8. Vulnerable Persons**

N/A

9. **Child safety**

N/A

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

N/A

11. **Jurisdiction**

N/A

12. **Grantee trustee of Trust**

N/A

13. **Fraud**

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

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

13.3. If the Grantee becomes aware of:

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

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

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

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

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

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

14. **Prohibited dealings**

N/A

15. **Anti-corruption**

15.1. In this Agreement:

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

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

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

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

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

22. **Transition**

N/A

23. **Corporate governance**

N/A

23A. **Incorporation requirement**

N/A

24. **Counterparts**

N/A

25. **Employees subject to SACS Decision**

N/A

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

N/A

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

N/A

28. **Secret and Sacred Indigenous Material**

N/A

## Signature

Executed as an agreement:

### Grantee

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

### Commonwealth

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

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

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

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

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

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

### **3. Acknowledgements**

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

### **4. Notices**



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

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

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

## **6. Subcontracting**

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

## **7. Conflict of interest**

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

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

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

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

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

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

## **10. Spending the Grant**

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

## **11. Repayment**

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

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

## **12. Record keeping**

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

## **13. Reporting and Liaison**

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

## **14. Privacy**

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

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

**15. Confidentiality**

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

**16. Insurance**

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

**17. Intellectual property**

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

**18. Dispute resolution**

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

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

**19. Reduction, Suspension and Termination**

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

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

**19.2. Suspension**

**19.2.1. If:**

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

**19.2.2. If the Grantee:**

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

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

19.3. **Termination for fault**

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

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

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

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

20. **Cancellation or reduction for convenience**

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

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

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

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

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

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

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

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

## 21. **Survival**

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

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

## 22. **Definitions**

In this Agreement, unless the contrary appears:

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

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



## Schedule 2: Work Schedule

### Nominating Projects through the Work Schedule

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

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



**THE HON MICHAEL MCCORMACK MP**  
Deputy Prime Minister  
Minister for Infrastructure, Transport and  
Regional Development

**THE HON MARK COULTON MP**  
Minister for Regional Health, Regional  
Communications and Local Government

Ref: MS20-000934

Mr Richard King  
A/g General Manager  
Anangu Pitjantjatjara Yankunytjatjara  
PMB 227  
ALICE SPINGS NT 0872

Dear Mr King

**Letter of Offer – Local Roads and Community Infrastructure Program**

We are writing to offer you, Anangu Pitjantjatjara Yankunytjatjara ABN 77 261 612 162, an Australian Government Grant under the Local Roads and Community Infrastructure (LRCI) Program.

The offer is for a grant of \$234,437 total, excluding GST, (the 'Grant') to undertake the Grant Activity as set out in the attached Grant Agreement.

The LRCI Program aims to assist a community-led recovery from COVID-19 by supporting local jobs, firms, and procurement. It is expected councils, where possible, will use local businesses and workforces to deliver projects under the LRCI Program to ensure stimulus funding flows into local communities. Program guidelines are included with this letter and can also be accessed through the Department's website at [www.investment.infrastructure.gov.au/lrci](http://www.investment.infrastructure.gov.au/lrci).

To accept this offer in relation to the Grant, please sign the attached Grant Agreement and send or email a scanned copy to [IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au) by 31 August 2020, otherwise this offer will lapse. A legally binding agreement will be created once the Grant Agreement has also been signed by the Commonwealth, represented by the Department of Infrastructure, Transport, Regional Development and Communications ABN 86 267 354 017.

In agreeing to and signing the Grant Agreement, you confirm that you have read and understood the Program Guidelines and Grant Agreement.

Yours sincerely

**MICHAEL MCCORMACK**

**MARK COULTON**

Enc



## Local Roads and Community Infrastructure Program – Work Schedule Template - Project nomination

Funding Recipients are required to nominate project(s) they plan to undertake with IRCI Program funding by providing information to the Department of Infrastructure, Transport, Regional Development and Communications ('Department') via emailing [IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au).

A **separate** Project Nomination Form must be completed for each project or group of small projects that an Eligible Funding Recipient wishes to undertake.

<b>Project type:</b>	<input type="checkbox"/> Normal (>\$10,000) <input type="checkbox"/> Small (<\$10,000)
<b>Work category:</b>	<p><b>Road Infrastructure</b></p> <input type="checkbox"/> General maintenance <input type="checkbox"/> Construction of a new road <input type="checkbox"/> Sheetting/re-sheetting <input type="checkbox"/> Reconstruction <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Widening <input type="checkbox"/> Sealing <input type="checkbox"/> Resealing <input type="checkbox"/> Bridge works <input type="checkbox"/> Tunnel works <input type="checkbox"/> Drainage <input type="checkbox"/> Traffic improvement <input type="checkbox"/> Street lighting equipment <input type="checkbox"/> Other, please specify: <input type="text"/>
	<p><b>Community Infrastructure</b></p> <input type="checkbox"/> Closed Circuit TV (CCTV) <input type="checkbox"/> Bicycle and Walking Paths <input type="checkbox"/> Painting/Improvements to community facilities <input type="checkbox"/> Repairs/Replacement of fencing <input type="checkbox"/> Improved Accessibility of Community Facilities and Areas <input type="checkbox"/> Landscaping Improvements <input type="checkbox"/> Picnic Shelters or Barbeque Facilities at Community Parks

	<input type="checkbox"/> Playgrounds and Skateparks (including all ability playgrounds) <input type="checkbox"/> Toilet blocks <input type="checkbox"/> Replacement of light bulbs in street lights <input type="checkbox"/> Noise and Vibration Mitigation Measures <input type="checkbox"/> Off-road Car Parks (such as those at sporting grounds or parks) <input type="checkbox"/> Other, please specify: <input type="text"/>
<b>Work Location (including coordinates):</b>	
<b>Description of project and work proposed:</b>	
<b>Problem being addressed:</b>	
<b>Date construction will commence (MM/YY):</b>	
<b>Date construction will be completed (MM/YY):</b>	
<b>Total Project Cost:</b>	
<b>Fully Funded by IRCI Program:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Details of council or other contribution:</b>	
<b>IRCI Program funding required:</b>	
<b>Project land or asset owner:</b>	<input type="checkbox"/> Council <input type="checkbox"/> State/territory <input type="checkbox"/> Crown <input type="checkbox"/> Commonwealth Do you have have the permission of the land/ asset owner to undertake the proposed project? How was permission obtained?

	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Primary project goal:</b>	<input type="checkbox"/> Improved Road Safety <input type="checkbox"/> Regional Economic Development <input type="checkbox"/> Improved Access for Heavy Vehicles <input type="checkbox"/> Promotion of Tourism <input type="checkbox"/> Improvement to School Bus Routes <input type="checkbox"/> Access to Remote Communities <input type="checkbox"/> Access to Intermodal Facilities <input type="checkbox"/> Traffic Management <input type="checkbox"/> Improved Recreational Opportunities <input type="checkbox"/> Amenity of Nearby Residents <input type="checkbox"/> Equity of Access <input type="checkbox"/> Other, please specify:	
<b>Estimated number of FTE jobs (employees and independent contractors) generated over the construction period:</b>		
<b>Details of the use of any recycled materials intended to be used in the project:</b>		
<b>Specific outputs/project activities being undertaken: (e.g. Xkm of road resealed/Repair of 400 metres of fencing/Add ten waste and recycling bins to Council's local park/ Building of swing set for children's play/Painting of a community hall)</b>		
<b>Details of any real, apparent, or potential conflicts of interest relating to the proposed project, and how you propose to manage them, or to the best of their knowledge, that there are no conflicts of interest.</b>		

## Declaration

I declare that:

- I have read, understood and agree to abide by the Program Guidelines on the Department's website at [www.investment.infrastructure.gov.au/lrci](http://www.investment.infrastructure.gov.au/lrci) as in force at the time of submission
- I have read, understood and agree to the Grant Agreement
- the information I have submitted in this form is, to the best of my knowledge, true, accurate and complete. I also understand that giving false or misleading information is a serious offence under the *Criminal Code 1995* (Cth)
- the project is an eligible grant activity
- the project is additional to any existing work plans
- the project will be physically complete by 30 June 2021 unless otherwise agreed by the Department
- any conflict of interests identified in this form are true to best of knowledge
- that the Eligible Funding Recipient and its subcontractors and independent contractors will comply with all applicable laws
- I understand that the Local Roads and Community Infrastructure Program is an Australian Government program and that the Department will use the information provided in accordance with the following:
  - Australian Government Public Data Policy Statement
  - Commonwealth Grants Rules and Guidelines
  - Applicable Australian laws.
- I am authorised to complete this form and to sign and submit this declaration on behalf of the Eligible Funding Recipient.

☐ Yes

☐ No

Your full name:

Email address:

Date:

## Project Work Categories

Work Category	Examples of Works
<b>General Maintenance</b>	Pothole repairs, vegetation clearing, minor crack sealing and grading (unless new gravel is being added) are all considered to be general maintenance. Individual projects of this kind are generally less than \$10,000 and multiple projects of this kind are often grouped as a single project.
<b>Constructing a new road</b>	Construction of a road where no road existed on that alignment before.
<b>Reconstruction</b>	Rebuilding a road that already exists (can include upgrading)
<b>Rehabilitation</b>	Work to return a road to its original standard
<b>Widening</b>	Work to make the surface or pavement of a road wider
<b>Sheeting / Re-sheeting</b>	Where additional gravel etc. is added on top of an existing road
<b>Sealing</b>	Putting a seal on an unsealed road.
<b>Resealing</b>	Second or subsequent sealing of roads
<b>Bridge works</b>	Any work involving bridges or culverts
<b>Tunnel works</b>	A tunnel to enable the building an underground road
<b>Drainage</b>	Culverts, kerb and guttering and related activities where the purpose of the works is to improve drainage only.
<b>Traffic improvement</b>	Works involving traffic calming devices, traffic lights, pedestrian islands, lighting, warning signs and roundabouts
<b>Street lighting equipment</b>	Works related to vehicle traffic and pedestrian lighting
<b>Closed Circuit TV (CCTV)</b>	Works associated with installing a fixed mobile CCTV system
<b>Bicycle and Walking Paths</b>	Works involving cycling and pedestrian infrastructure
<b>Painting/Improvements to community facilities</b>	Community facilities include community centres, community halls, childcare centres, educational establishment, club houses, and major sport, recreation and entertainment facilities
<b>Repairs/Replacement of fencing</b>	Works relating to building a new fence or repairs/replacement of existing fences
<b>Improved Accessibility of Community Facilities and Areas</b>	Works could include pedestrian bridges, ramps, accessible public toilets, and designated car parking for individuals with a disability
<b>Landscaping Improvements</b>	Works could include tree planting to increase shade, creation of green spaces, and beautification of roundabouts
<b>Picnic Shelters or Barbeque Facilities at Community Parks</b>	Self-explanatory
<b>Playgrounds and Skateparks (including all ability playgrounds)</b>	Self-explanatory
<b>Noise and Vibration Mitigation Measures</b>	Works related to reducing and mitigating noise and vibrations, such as quieter pavement surfaces and noise barriers
<b>Off-road Car Parks</b>	Such as off-road car parks at sporting grounds or parks
<b>Other</b>	Works that do not fall into the above categories



## Main Project Goal Categories

Benefit Category	Examples
Road Safety	Where the goal is primarily to address road safety issues
Regional Economic Development	Where the goal is primarily to provide an economic benefit to the local community
Asset Maintenance	Where the goal is primarily to achieve to preserve the viability of the road
Improved access for heavy vehicles	Where the goal is primarily to improve access to heavy vehicles
Promotion of tourism	Where the goal is primarily to improve tourism within the local community
Improvements to school bus routes	Where the goal is primarily to improve the safety etc. of rural school bus routes
Access to remote communities	Where the goal is primarily to improve access to remote communities
Access to intermodal facilities	Where the goal is primarily to provide access to intermodal facilities e.g. the movement of grain etc. through various transport hubs
Traffic management	Where the goal is to primarily improve traffic management, pedestrian access etc
Improved recreational opportunities	Where the goal is primarily to improve recreational opportunities within the local community
Amenity of nearby residents	Where the goal is primarily to improve access for residents to their property, shopping facilities etc
Equity of Access	Where the goal is primarily to improve access for all within the local community
Other	Benefits that do not fall into the above categories

### Calculation of estimated number of full-time equivalent (FTE) jobs

A full-time employee is defined as working 75 hours per fortnight.

In calculating the estimated number of FTE jobs during the construction period, Eligible Funding Recipients will need to convert part-time employees to full-time equivalent.

For example:

Five workers will be working on a project.

Three of these workers will be employed full-time, working 75 hours per fortnight.

Two workers will be employed part-time, working 20 hours per fortnight.

To determined FTE of part-time workers:  $2 \times (20/75) = 0.53$  FTE

So total FTE = 3 (full time workers) + 0.53 FTE  
= 3.53



Dear Mayors/Councillors

Following on from the email on 22 May 2020, we are pleased to advise that the Program Guidelines for the Local Roads and Community Infrastructure Program and a information required to be provided in the Work Schedule is available at <https://www.investment.infrastructure.gov.au/lrci>.

The Department will provide you with a Letter of Agreement and Grant Agreement via email in coming days. Councils will also be provided with a Work Schedule template, which needs to be submitted to the Department at [IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au).

The LRCI Program aims to assist a community-led recovery from COVID-19 by supporting local jobs, firms, and procurement. It is expected councils, where possible, will use local businesses and workforces to deliver projects under the LRCI Program to ensure stimulus funding flows into local communities.

Any questions on the LRCI Program can be directed to the Department at [IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au).

The Australian Government looks forward to continuing to partner with local governments to deliver priority projects across Australia.

Yours sincerely

The Hon Michael McCormack MP  
Deputy Prime Minister  
Minister for Infrastructure, Transport  
and Regional Development

The Hon Mark Coulton MP  
Minister for Regional Health,  
Regional Communications and Local Government

**UNOFFICIAL**

s47F

**From:** Tania King <MSE@anangu.com.au>  
**Sent:** Tuesday, 18 August 2020 6:11 PM  
**To:** IIP  
**Cc:** Rex Tjami; Richard King  
**Subject:** Local Roads and Infrastructure acceptance of Funding Agreement  
**Attachments:** LRCI Shelter and Lights.pdf; Letter of offer.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Good afternoon, APY take this opportunity to thank you for your offer and are pleased to advise attached is the APY acceptance of the LRCI Agreement.

APY will await for the legally binding agreement to be forthcoming.

Could you please advise if you require the work schedule templates- project nomination to be completed also and sent to you for your records.

Kind Regards,

**Tania King**  
**APY Manager Stakeholder Engagement**

**Mobile:** s47F  
**Email:** [mse@anangu.com.au](mailto:mse@anangu.com.au)



Follow APY on Facebook

APY Website: [www.anangu.com.au](http://www.anangu.com.au)

#### CONFIDENTIALITY AND DISCLAIMER STATEMENT

*The information contained in this message, and any attachments, is confidential and intended solely for the attention and use of the named addressee(s). If you are not the intended recipient, or person responsible for delivering this information to the intended recipient, please notify the sender immediately and destroy the message and any attachments. Unless you are the intended recipient, or his/her representative, you are not authorised to, and must not, read, copy, distribute, use or retain this message or any part of it.*

*Opinions, conclusions and other information expressed in this message are not given or endorsed by Anangu Pitjantjatjara Yankunytjatjara (APY) unless otherwise indicated by an authorised officer independent of this message.*

*Anangu Pitjantjatjara Yankunytjatjara has implemented anti-virus software, and whilst all care is taken, it is the recipient's responsibility to ensure that the message and any attachments are scanned for viruses prior to use.*

*Anangu Pitjantjatjara Yankunytjatjara accepts no responsibility for any damage that may occur as a result of the transmission of a virus with this message*

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

between the Commonwealth represented by

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

And

**The Grantee**

## Contents

<b>Local Roads and Community Infrastructure Grant Agreement.....</b>	<b>1</b>
<b>Grant Agreement.....</b>	<b>3</b>
Parties to this Agreement .....	3
Background .....	3
Scope of this Agreement.....	3
<b>Grant Details.....</b>	<b>4</b>
A. Purpose of the Grant.....	4
B. Activity .....	4
C. Duration of the Grant.....	10
D. Payment of the Grant.....	10
E. Reporting .....	12
F. Party representatives and address for notices .....	16
G. Activity Material .....	16
3A. Intellectual property – research .....	17
3B. Creative Commons licence .....	17
23A. Incorporation requirement .....	20
<b>Signature .....</b>	<b>21</b>
Grantee .....	21
Commonwealth.....	21
<b>Schedule 1: Commonwealth Standard Grant Conditions .....</b>	<b>22</b>
<b>Schedule 2: Work Schedule.....</b>	<b>31</b>

# **Grant Agreement**

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

## **Parties to this Agreement**

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

### **The Commonwealth**

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

ABN 86 267 354 017

### **Background**

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

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

### **Scope of this Agreement**

This Agreement comprises:

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

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

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

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

# Grant Details

## A. Purpose of the Grant

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

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

The intended outcomes of the LRCI Program are to:

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

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

## B. Activity

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

### 2 Work Schedules

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

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

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

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

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

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

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

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

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

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

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

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

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

## **5 Project Eligibility Requirements**

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

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

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



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

5.3 A project must deliver benefits to the community.

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

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

- 5.5.1 traffic signs;
- 5.5.2 traffic control equipment;
- 5.5.3 street lighting equipment;
- 5.5.4 a bridge or tunnel;
- 5.5.5 a facility off the road used by heavy vehicles in connection with travel on the road (for example, a rest area or weigh station);
- 5.5.6 facilities off the road that support the visitor economy;
- 5.5.7 road and sidewalk maintenance, where additional to normal capital works schedules.

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

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

- 5.6.1 These projects must deliver benefits to the community, such as improved accessibility, visual amenity, and/or safety. Examples of eligible works include:
  - 5.6.1.1 Closed Circuit TV (CCTV);
  - 5.6.1.2 bicycle and walking paths;
  - 5.6.1.3 painting or improvements to community facilities;
  - 5.6.1.4 repairing and replacing fencing;
  - 5.6.1.5 improved accessibility of community facilities and areas;

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

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

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

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

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

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

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

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

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

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

## **7 Conflicts of Interest**

7.1 The Grantee must disclose if any of their personnel:

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

7.2 The Grantee must include in the Work Schedule:

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

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

## **8 Media Releases**

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

8.1.1 at least two business days prior to its proposed release, unless otherwise agreed by the Commonwealth, provide a copy of the proposed media release to the Commonwealth and obtain the Commonwealth's agreement to the media release; and

8.1.2 provide the relevant local Federal Member of Parliament with the opportunity to participate in the media release.

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

## **9 Eligible Project Events**

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

9.1.1 at least two weeks before the proposed ceremony or event is to be held; and

9.1.2 provide details of the proposed ceremony or event, including proposed invitees and order of proceedings.

## **10 Signage**

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

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

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

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

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

11.2.1 name;

11.2.2 addresses;

11.2.3 Grantee's Representative details; or

11.2.4 bank account details.

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

## C. Duration of the Grant

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

## 12 Activity Timeframe

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

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

## D. Payment of the Grant

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

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

## 14 Grant Instalments

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

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

14.1.2 receipt of required Reports by the Commonwealth;

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

14.1.4 the required information contained in Work Schedules;

14.1.5 the Commonwealth's consideration of other relevant information;

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

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

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

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

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

## E. Reporting

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

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

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

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

Table 2: Reports		
Lodgement period for Quarterly Reports	Quarter: Actual expenditure period	Quarterly Report
1–31 October 2020	1 July to 30 September 2020	Mid payment update of Work schedule. Actual expenditure and eligible project updates for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 January 2021	1 October to 31 December 2020	Actual expenditure and eligible project updates for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–30 April 2021	1 January to 31 March 2021	Actual expenditure and eligible project updates for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
Annual Report must be provided by 14 August 2021 <i>NOV / Dec. 21.</i> <i>Independent one is possible</i>	1 July 2020 to 30 June 2021	Annual Report  Actual expenditure and eligible project updates from 1 July 2020/Commencement of program to 30 June 2021.



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

## 18 Quarterly Reports

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

## 19 Annual Reports

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

- 19.2.3 Total amount (if any) of Grant funding unspent and either returned or will be returned to the Commonwealth;
  - 19.2.4 a written Financial Statement by the Chief Executive Officer or equivalent officer however named. The Financial Statement must be in the form specified by the Commonwealth and include:
    - 19.2.4.1 the amount of Grant payment which remained unspent from the financial year;
    - 19.2.4.2 the amount of Grant payments received by the Grantee in the financial year;
    - 19.2.4.3 the amount of Grant payments available for expenditure by the Grantee on Eligible Projects in that year;
    - 19.2.4.4 the amount spent by the Grantee during that year out of the Grant payments available for expenditure by the Grantee during that year;
    - 19.2.4.5 the amount (if any) retained at the end of that year by the Grantee out of Grant payments available for expenditure by the Grantee during that year and which remained unspent at the end of that year;
- Note: The figures in the Chief Executive Officer's financial statement should be calculated on an accrual basis.
- 19.2.5 a report in writing and signed by an appropriate auditor stating whether, in the auditor's opinion:
    - 19.2.5.1 the Chief Executive Officer's financial statement is based on proper accounts and records;
    - 19.2.5.2 the Chief Executive Officer's financial statement is in agreement with the accounts and records;
    - 19.2.5.3 the expenditure referred to in subparagraph (d)(iv) has been on Eligible Projects under the LRCI Program; and
    - 19.2.5.4 the amount certified by the Chief Executive Officer in the Chief Executive Officer's financial statement as the Grantee's own source expenditure is based on, and in agreement with, proper accounts and records.
  - 19.2.6 Any further information notified by the Commonwealth.

## **20 Ad Hoc Reports**

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

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

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

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

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

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

### **Commonwealth representative and address**

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

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

## **G. Activity Material**

N/A.

## **Supplementary Terms from Clause Bank**

### **1. Other Contributions**

N/A

### **2. Activity budget**

N/A

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

N/A

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

N/A

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

N/A

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

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

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

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

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

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

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

N/A

### **6. Specified Personnel**

N/A

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

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

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

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

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

### **8. Vulnerable Persons**

N/A

9. **Child safety**

N/A

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

N/A

11. **Jurisdiction**

N/A

12. **Grantee trustee of Trust**

N/A

13. **Fraud**

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

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

13.3. If the Grantee becomes aware of:

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

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

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

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

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

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

14. **Prohibited dealings**

N/A

15. **Anti-corruption**

15.1. In this Agreement:

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

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

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

- 15.2. The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.
- 15.3. The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:
  - (a) engage in an Illegal or Corrupt Practice; or
  - (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the Criminal Code Act 1995 (Cth).
- 15.4. The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in CB15.3 in relation to the performance of the Activity.

**16. Step-in rights**

N/A

**17. Grant Administrator**

N/A

**18. Management Adviser**

N/A

**19. Indemnities**

N/A

**20. Compliance with Legislation and policies**

20.1. In this Agreement: Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority

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

20.3. The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

**21. Work health and safety**

21.1. The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

21.2. If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause ST21.1.

21.3. When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the

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

22. **Transition**

N/A

23. **Corporate governance**

N/A

23A. **Incorporation requirement**

N/A

24. **Counterparts**

N/A

25. **Employees subject to SACS Decision**

N/A

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

N/A

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

N/A



28. **Secret and Sacred Indigenous Material**

N/A

## Signature

Executed as an agreement:

### Grantee

Full legal name of the Grantee <name of the grantee> <ABN of the grantee>	Anangsi Pitjantjatjara Yankunytjatjara (CAY) ABN: 77 261 612 162.
Signatory Name	Richard King
Signature	
Date	15th August, 2020.
Witness Name	Rex Tjami
Signature and date	 18/08/20

### Commonwealth

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



## Schedule 1: Commonwealth Standard Grant Conditions

### 1. Undertaking the Activity

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

### 2. Payment of the Grant

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

### 3. Acknowledgements

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

### 4. Notices

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

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

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

## **6. Subcontracting**

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

## **7. Conflict of interest**

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

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

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

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

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

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

## **10. Spending the Grant**

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

## **11. Repayment**

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

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

## **12. Record keeping**

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

## **13. Reporting and Liaison**

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

## **14. Privacy**

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

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

**15. Confidentiality**

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

**16. Insurance**

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

**17. Intellectual property**

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

**18. Dispute resolution**

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

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

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

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

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

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

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

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

(b) take all available steps to minimise loss resulting from the reduction;

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

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

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

### **19.2. Suspension**

19.2.1. If:

(a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;

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

(c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

(d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or

(e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2. If the Grantee:

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

(b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause

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

**19.3. Termination for fault**

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

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

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

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

**20. Cancellation or reduction for convenience**

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

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

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

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

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

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

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

20.5. The Commonwealth's liability to pay any amount under this clause is:

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6. The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

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

## 21. **Survival**

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

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

## 22. **Definitions**

In this Agreement, unless the contrary appears:

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



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

## Schedule 2: Work Schedule

### Nominating Projects through the Work Schedule

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

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



**THE HON MICHAEL MCCORMACK MP**  
Deputy Prime Minister  
Minister for Infrastructure, Transport and  
Regional Development

**THE HON MARK COULTON MP**  
Minister for Regional Health, Regional  
Communications and Local Government

Mr Richard King  
A/g General Manager  
Anangu Pitjantjatjara Yankunytjatjara  
PMB 227  
ALICE SPINGS NT 0872

Ref: MS20-000934

i D.

— Street Lights NIAA  
— Streets.

Dear Mr King

### **Letter of Offer – Local Roads and Community Infrastructure Program**

We are writing to offer you, Anangu Pitjantjatjara Yankunytjatjara ABN 77 261 612 162, an Australian Government Grant under the Local Roads and Community Infrastructure (LRCI) Program.

The offer is for a grant of \$234,437 total, excluding GST, (the 'Grant') to undertake the Grant Activity as set out in the attached Grant Agreement.

The LRCI Program aims to assist a community-led recovery from COVID-19 by supporting local jobs, firms, and procurement. It is expected councils, where possible, will use local businesses and workforces to deliver projects under the LRCI Program to ensure stimulus funding flows into local communities. Program guidelines are included with this letter and can also be accessed through the Department's website at [www.investment.infrastructure.gov.au/lrci](http://www.investment.infrastructure.gov.au/lrci).

To accept this offer in relation to the Grant, please sign the attached Grant Agreement and send or email a scanned copy to [IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au) by 31 August 2020, otherwise this offer will lapse. A legally binding agreement will be created once the Grant Agreement has also been signed by the Commonwealth, represented by the Department of Infrastructure, Transport, Regional Development and Communications ABN 86 267 354 017.

In agreeing to and signing the Grant Agreement, you confirm that you have read and understood the Program Guidelines and Grant Agreement.

Yours sincerely

**MICHAEL MCCORMACK**

**MARK COULTON**

Enc

s47F

---

**From:** Tania King <MSE@anangu.com.au>  
**Sent:** Wednesday, 19 August 2020 1:08 PM  
**To:** IIP  
**Cc:** Rex Tjami; Richard King  
**Subject:** RE: Local Roads and Infrastructure acceptance of Funding Agreement [SEC=UNOFFICIAL]  
**Attachments:** LRCI Program - Lights Work Schedule - Project Nomination.pdf; LRCI Program - Shelter Work Schedule - Project Nomination.pdf

Hi s47F thank you for providing me with further information. Please find 2 of APY Project Nominations for consideration.

I look forward to hearing from you in due course.

Kind Regards,

**Tania King**  
**APY Manager Stakeholder Engagement**

**Mobile:** s47F  
**Email:** [mse@anangu.com.au](mailto:mse@anangu.com.au)



Follow APY on Facebook

APY Website: [www.anangu.com.au](http://www.anangu.com.au)

---

**From:** IIP  
**Sent:** Tuesday, 18 August 2020 6:25 PM  
**To:** Tania King  
**Subject:** RE: Local Roads and Infrastructure acceptance of Funding Agreement [SEC=UNOFFICIAL]

**UNOFFICIAL**

Hi Tania

Sorry for not calling you back yesterday.

Thank you for providing the signed grant agreement. Our approach has to been to send back a co-signed grant agreement with your work schedule (comprised of approved project nominations).

In order to access APY's allocation under the LRCI Program, you are required to complete and submit a work schedule for each project you propose to undertake (please see attached). The Department will assess project nominations to ensure they meet eligibility requirements.

Kind regards

s47F

UNOFFICIAL

---

**From:** Tania King <[MSE@anangu.com.au](mailto:MSE@anangu.com.au)>  
**Sent:** Tuesday, 18 August 2020 6:11 PM  
**To:** IIP <[IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au)>  
**Cc:** Rex Tjami s47F; Richard King s47F  
**Subject:** Local Roads and Infrastructure acceptance of Funding Agreement

Good afternoon, APY take this opportunity to thank you for your offer and are pleased to advise attached is the APY acceptance of the LRCI Agreement.

APY will await for the legally binding agreement to be forthcoming.

Could you please advise if you require the work schedule templates- project nomination to be completed also and sent to you for your records.

Kind Regards,

**Tania King**  
**APY Manager Stakeholder Engagement**

**Mobile:** s47F  
**Email:** [mse@anangu.com.au](mailto:mse@anangu.com.au)



Follow APY on Facebook

APY Website: [www.anangu.com.au](http://www.anangu.com.au)

**CONFIDENTIALITY AND DISCLAIMER STATEMENT**

*The information contained in this message, and any attachments, is confidential and intended solely for the attention and use of the named addressee(s). If you are not the intended recipient, or person responsible for delivering this information to the intended recipient, please notify the sender immediately and destroy the message and any attachments. Unless you are the intended recipient, or his/her representative, you are not authorised to, and must not, read, copy, distribute, use or retain this message or any part of it.*

*Opinions, conclusions and other information expressed in this message are not given or endorsed by Anangu Pitjantjatjara Yankunytjatjara (APY) unless otherwise indicated by an authorised officer independent of this message.*

*Anangu Pitjantjatjara Yankunytjatjara has implemented anti-virus software, and whilst all care is taken, it is the recipient's responsibility to ensure that the message and any attachments are scanned for viruses prior to use. Anangu Pitjantjatjara Yankunytjatjara accepts no responsibility for any damage that may occur as a result of the transmission of a virus with this message*

-----  
Disclaimer



## Local Roads and Community Infrastructure Program – Work Schedule Template - Project nomination

Funding Recipients are required to nominate project(s) they plan to undertake with IRCI Program funding by providing information to the Department of Infrastructure, Transport, Regional Development and Communications ('Department') via emailing [IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au).

A **separate** Project Nomination Form must be completed for each project or group of small projects that an Eligible Funding Recipient wishes to undertake.

<b>Project type:</b>	<input checked="" type="checkbox"/> Normal (>\$10,000) <input type="checkbox"/> Small (<\$10,000)
<b>Work category:</b>	<p><b>Road Infrastructure</b></p> <input type="checkbox"/> General maintenance <input type="checkbox"/> Construction of a new road <input type="checkbox"/> Sheeting/re-sheeting <input type="checkbox"/> Reconstruction <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Widening <input type="checkbox"/> Sealing <input type="checkbox"/> Resealing <input type="checkbox"/> Bridge works <input type="checkbox"/> Tunnel works <input type="checkbox"/> Drainage <input type="checkbox"/> Traffic improvement <input type="checkbox"/> Street lighting equipment <input checked="" type="checkbox"/> Other, please specify: <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">             Shelters Stops and Water tanks to be erected throughout specific areas across the APY Lands SA           </div>
	<p><b>Community Infrastructure</b></p> <input type="checkbox"/> Closed Circuit TV (CCTV) <input type="checkbox"/> Bicycle and Walking Paths <input type="checkbox"/> Painting/Improvements to community facilities <input type="checkbox"/> Repairs/Replacement of fencing <input checked="" type="checkbox"/> Improved Accessibility of Community Facilities and Areas <input type="checkbox"/> Landscaping Improvements <input type="checkbox"/> Picnic Shelters or Barbeque Facilities at Community Parks

	<input type="checkbox"/> Playgrounds and Skateparks (including all ability playgrounds) <input type="checkbox"/> Toilet blocks <input type="checkbox"/> Replacement of light bulbs in street lights <input type="checkbox"/> Noise and Vibration Mitigation Measures <input type="checkbox"/> Off-road Car Parks (such as those at sporting grounds or parks) <input type="checkbox"/> Other, please specify: <input type="text"/>
<b>Work Location (including coordinates):</b>	Umuwa Community SA APY Lands SA, other APY Lands communities identified by the Board of Management.
<b>Description of project and work proposed:</b>	APY will work in partnership with Rotary Club of Onkaparinga and RASAC, to utilise their volunteers to erect Shelters, across the Lands, whilst APY purchases all infrastructure and oversees the sites and construction on the Lands. Work with APY Anthropology Department for Anthropologists to complete Heritage Impact Assessments.
<b>Problem being addressed:</b>	Safe areas to stop and access precious water and shelter in one of the most known extreme weather environments on the Lands. It encourages people to have a break on such vast and long journeys across the lands and people if they break down will be aware of how far to the next shelter and water source.
<b>Date construction will commence (MM/YY):</b>	11/2020
<b>Date construction will be completed (MM/YY):</b>	06/2021
<b>Total Project Cost:</b>	\$100,000.00
<b>Fully Funded by IRCI Program:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Details of council or other contribution:</b>	APY will contribute towards the administration and management
<b>IRCI Program funding required:</b>	\$100,000.00
<b>Project land or asset owner:</b>	<input checked="" type="checkbox"/> Council <input type="checkbox"/> State/territory <input type="checkbox"/> Crown <input type="checkbox"/> Commonwealth Do you have have the permission of the land/ asset owner to undertake the proposed project? How was permission obtained?



	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> At a Board meeting with the APY Executive Board of Management it was approved to erect shelters across the lands at a meeting held 7/8/20. </div>
<b>Primary project goal:</b>	<input checked="" type="checkbox"/> Improved Road Safety <input type="checkbox"/> Regional Economic Development <input type="checkbox"/> Improved Access for Heavy Vehicles <input type="checkbox"/> Promotion of Tourism <input type="checkbox"/> Improvement to School Bus Routes <input type="checkbox"/> Access to Remote Communities <input type="checkbox"/> Access to Intermodal Facilities <input type="checkbox"/> Traffic Management <input type="checkbox"/> Improved Recreational Opportunities <input type="checkbox"/> Amenity of Nearby Residents <input type="checkbox"/> Equity of Access <input type="checkbox"/> Other, please specify: <div style="border: 1px solid black; width: 200px; height: 30px; display: inline-block;"></div>
<b>Estimated number of FTE jobs (employees and independent contractors) generated over the construction period:</b>	Site Preparation by local RASAC employees = 2 people x 6 hours (12 person hours in total) to level area and drill 6 holes for the shelter posts. This does not include travel time from Umuwa to site, which will vary from site to site.
<b>Details of the use of any recycled materials intended to be used in the project:</b>	All materials used to construct the shelter, seating and tank are new. However, when the shelter is being erected, recycled timber bracing will be used to support the structure's posts while the cement sets. It is expected that such bracing will be re-used at each construction site.
<b>Specific outputs/project activities being undertaken: (e.g. Xkm of road resealed/Repair of 400 metres of fencing/Add ten waste and recycling bins to Council's local park/ Building of swing set for children's play/Painting of a community hall)</b>	<p>The materials of the shelter to be made from a kit form to allow construction on site. The shelter materials to be transported in a flat pack to Umuwa and delivered on site by RASAC who we will work in partnership with. The RCO will be responsible for the construction / erection of the shelter.</p> <p>Seating: The seating design and materials to be delivered to the site and installed by RCO and Local Land Management workers for APY.</p>
<b>Details of any real, apparent, or potential conflicts of interest relating to the proposed project, and how you propose to manage them, or to the best of their knowledge, that there are no conflicts of interest.</b>	There are no known conflicts of interests. If any arise this will be managed under the APY conflict of interest policy and process.

## Declaration

I declare that:

- I have read, understood and agree to abide by the Program Guidelines on the Department's website at [www.investment.infrastructure.gov.au/lrci](http://www.investment.infrastructure.gov.au/lrci) as in force at the time of submission
- I have read, understood and agree to the Grant Agreement
- the information I have submitted in this form is, to the best of my knowledge, true, accurate and complete. I also understand that giving false or misleading information is a serious offence under the *Criminal Code 1995* (Cth)
- the project is an eligible grant activity
- the project is additional to any existing work plans
- the project will be physically complete by 30 June 2021 unless otherwise agreed by the Department
- any conflict of interests identified in this form are true to best of knowledge
- that the Eligible Funding Recipient and its subcontractors and independent contractors will comply with all applicable laws
- I understand that the Local Roads and Community Infrastructure Program is an Australian Government program and that the Department will use the information provided in accordance with the following:
  - Australian Government Public Data Policy Statement
  - Commonwealth Grants Rules and Guidelines
  - Applicable Australian laws.
- I am authorised to complete this form and to sign and submit this declaration on behalf of the Eligible Funding Recipient.

☒

Yes

☐

No

Your full name:

Richard King

Email address:

s47F

Date:

18/08/2020

## Project Work Categories

Work Category	Examples of Works
<b>General Maintenance</b>	Pothole repairs, vegetation clearing, minor crack sealing and grading (unless new gravel is being added) are all considered to be general maintenance. Individual projects of this kind are generally less than \$10,000 and multiple projects of this kind are often grouped as a single project.
<b>Constructing a new road</b>	Construction of a road where no road existed on that alignment before.
<b>Reconstruction</b>	Rebuilding a road that already exists (can include upgrading)
<b>Rehabilitation</b>	Work to return a road to its original standard
<b>Widening</b>	Work to make the surface or pavement of a road wider
<b>Sheeting / Re-sheeting</b>	Where additional gravel etc. is added on top of an existing road
<b>Sealing</b>	Putting a seal on an unsealed road.
<b>Resealing</b>	Second or subsequent sealing of roads
<b>Bridge works</b>	Any work involving bridges or culverts
<b>Tunnel works</b>	A tunnel to enable the building an underground road
<b>Drainage</b>	Culverts, kerb and guttering and related activities where the purpose of the works is to improve drainage only.
<b>Traffic improvement</b>	Works involving traffic calming devices, traffic lights, pedestrian islands, lighting, warning signs and roundabouts
<b>Street lighting equipment</b>	Works related to vehicle traffic and pedestrian lighting
<b>Closed Circuit TV (CCTV)</b>	Works associated with installing a fixed mobile CCTV system
<b>Bicycle and Walking Paths</b>	Works involving cycling and pedestrian infrastructure
<b>Painting/Improvements to community facilities</b>	Community facilities include community centres, community halls, childcare centres, educational establishment, club houses, and major sport, recreation and entertainment facilities
<b>Repairs/Replacement of fencing</b>	Works relating to building a new fence or repairs/replacement of existing fences
<b>Improved Accessibility of Community Facilities and Areas</b>	Works could include pedestrian bridges, ramps, accessible public toilets, and designated car parking for individuals with a disability
<b>Landscaping Improvements</b>	Works could include tree planting to increase shade, creation of green spaces, and beautification of roundabouts
<b>Picnic Shelters or Barbeque Facilities at Community Parks</b>	Self-explanatory
<b>Playgrounds and Skateparks (including all ability playgrounds)</b>	Self-explanatory
<b>Noise and Vibration Mitigation Measures</b>	Works related to reducing and mitigating noise and vibrations, such as quieter pavement surfaces and noise barriers
<b>Off-road Car Parks</b>	Such as off-road car parks at sporting grounds or parks
<b>Other</b>	Works that do not fall into the above categories

## Main Project Goal Categories

Benefit Category	Examples
Road Safety	Where the goal is primarily to address road safety issues
Regional Economic Development	Where the goal is primarily to provide an economic benefit to the local community
Asset Maintenance	Where the goal is primarily to achieve to preserve the viability of the road
Improved access for heavy vehicles	Where the goal is primarily to improve access to heavy vehicles
Promotion of tourism	Where the goal is primarily to improve tourism within the local community
Improvements to school bus routes	Where the goal is primarily to improve the safety etc. of rural school bus routes
Access to remote communities	Where the goal is primarily to improve access to remote communities
Access to intermodal facilities	Where the goal is primarily to provide access to intermodal facilities e.g. the movement of grain etc. through various transport hubs
Traffic management	Where the goal is to primarily improve traffic management, pedestrian access etc
Improved recreational opportunities	Where the goal is primarily to improve recreational opportunities within the local community
Amenity of nearby residents	Where the goal is primarily to improve access for residents to their property, shopping facilities etc
Equity of Access	Where the goal is primarily to improve access for all within the local community
Other	Benefits that do not fall into the above categories

### Calculation of estimated number of full-time equivalent (FTE) jobs

A full-time employee is defined as working 75 hours per fortnight.

In calculating the estimated number of FTE jobs during the construction period, Eligible Funding Recipients will need to convert part-time employees to full-time equivalent.

For example:

Five workers will be working on a project.

Three of these workers will be employed full-time, working 75 hours per fortnight.

Two workers will be employed part-time, working 20 hours per fortnight.

To determined FTE of part-time workers:  $2 \times (20/75) = 0.53$  FTE

So total FTE = 3 (full time workers) + 0.53 FTE  
= 3.53



## Local Roads and Community Infrastructure Program – Work Schedule Template - Project nomination

Funding Recipients are required to nominate project(s) they plan to undertake with IRCI Program funding by providing information to the Department of Infrastructure, Transport, Regional Development and Communications ('Department') via emailing [IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au).

A **separate** Project Nomination Form must be completed for each project or group of small projects that an Eligible Funding Recipient wishes to undertake.

<b>Project type:</b>	<input checked="" type="checkbox"/> Normal (>\$10,000) <input type="checkbox"/> Small (<\$10,000)
<b>Work category:</b>	<p><b>Road Infrastructure</b></p> <input type="checkbox"/> General maintenance <input type="checkbox"/> Construction of a new road <input type="checkbox"/> Sheeting/re-sheeting <input type="checkbox"/> Reconstruction <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Widening <input type="checkbox"/> Sealing <input type="checkbox"/> Resealing <input type="checkbox"/> Bridge works <input type="checkbox"/> Tunnel works <input type="checkbox"/> Drainage <input type="checkbox"/> Traffic improvement <input checked="" type="checkbox"/> Street lighting equipment <input type="checkbox"/> Other, please specify: <div style="border: 1px solid black; padding: 2px; display: inline-block;">Install new lights on existing poles which are more energy efficient lights and last longer, to identified communities across the APY Lands SA</div>
	<p><b>Community Infrastructure</b></p> <input type="checkbox"/> Closed Circuit TV (CCTV) <input type="checkbox"/> Bicycle and Walking Paths <input type="checkbox"/> Painting/Improvements to community facilities <input type="checkbox"/> Repairs/Replacement of fencing <input type="checkbox"/> Improved Accessibility of Community Facilities and Areas <input type="checkbox"/> Landscaping Improvements <input type="checkbox"/> Picnic Shelters or Barbeque Facilities at Community Parks

	<input type="checkbox"/> Playgrounds and Skateparks (including all ability playgrounds) <input type="checkbox"/> Toilet blocks <input checked="" type="checkbox"/> Replacement of light bulbs in street lights <input type="checkbox"/> Noise and Vibration Mitigation Measures <input type="checkbox"/> Off-road Car Parks (such as those at sporting grounds or parks) <input type="checkbox"/> Other, please specify: <input type="text"/>
<b>Work Location (including coordinates):</b>	Various Communities that are have and will continue to be identified across SA APY Lands
<b>Description of project and work proposed:</b>	APY will work in partnership with Cowell Electrical. To purchase and install new energy efficient lights bulbs. APY will work with the APY Executive Board of Management. These lights will be installed to Ernabella, Amata, Kalka, Nyapari, Kanpi, Pipalyatjara and Kalka. These lights have great benefits expected to have a 10 year life.
<b>Problem being addressed:</b>	Providing lights in communities, to ensure safer communities safer spaces and roads, for all residents. Reduces the liability for ongoing maintenance and changes to lights. They use 5 x less the power from a normal light.
<b>Date construction will commence (MM/YY):</b>	11/2020
<b>Date construction will be completed (MM/YY):</b>	06/2021
<b>Total Project Cost:</b>	\$134,000.00
<b>Fully Funded by IRCI Program:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Details of council or other contribution:</b>	APY will contribute towards the administration and management
<b>IRCI Program funding required:</b>	\$134,437.00
<b>Project land or asset owner:</b>	<input checked="" type="checkbox"/> Council <input type="checkbox"/> State/territory <input type="checkbox"/> Crown <input type="checkbox"/> Commonwealth Do you have have the permission of the land/ asset owner to undertake the proposed project? How was permission obtained?

	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<div style="border: 1px solid black; padding: 5px;">           The APY Executive Board have raised this concern and need in their communities over the past few years. It is expected to present the funding application to the Board at the next         </div>
<b>Primary project goal:</b>	<input checked="" type="checkbox"/> Improved Road Safety <input type="checkbox"/> Regional Economic Development <input type="checkbox"/> Improved Access for Heavy Vehicles <input type="checkbox"/> Promotion of Tourism <input type="checkbox"/> Improvement to School Bus Routes <input type="checkbox"/> Access to Remote Communities <input type="checkbox"/> Access to Intermodal Facilities <input type="checkbox"/> Traffic Management <input type="checkbox"/> Improved Recreational Opportunities <input type="checkbox"/> Amenity of Nearby Residents <input type="checkbox"/> Equity of Access <input checked="" type="checkbox"/> Other, please specify:	<div style="border: 1px solid black; padding: 5px;">           Safer streets, Safer communities         </div>
<b>Estimated number of FTE jobs (employees and independent contractors) generated over the construction period:</b>	FTE Local x 1 FTE Contractors x 2	
<b>Details of the use of any recycled materials intended to be used in the project:</b>	Where at all possible recycled materials will be used in the project. Environmental standards are that ambient operations temperature to 40 degrees C, EMC compliant: AS/NZS CISPR15, EN/IEC 61000-3-2, EN/IEC 61000-3-3 immunity EN61547. Complies to technical Spec SA/SNZ TS 1159.6	
<b>Specific outputs/project activities being undertaken: (e.g. Xkm of road resealed/Repair of 400 metres of fencing/Add ten waste and recycling bins to Council's local park/ Building of swing set for children's play/Painting of a community hall)</b>	Supply and installation of Approximately 90 x Installation of StreetLed Lights with a 14 Watt Mk3 Sylvani LED Aero screen Luminaire with a 10 year design life and super efficient. To be installed in 7 APY Communities which include: Ernabella, Amata, Kalka, Nyapari, Kanpi, Pipalyatjara and Kalka.	
<b>Details of any real, apparent, or potential conflicts of interest relating to the proposed project, and how you propose to manage them, or to the best of their knowledge, that there are no conflicts of interest.</b>	There are no known conflicts of Interests. If there are any conflict of interests that may arise, this will be managed under the APY conflict of interest policy and procedures.	

## Declaration

I declare that:

- I have read, understood and agree to abide by the Program Guidelines on the Department's website at [www.investment.infrastructure.gov.au/lrci](http://www.investment.infrastructure.gov.au/lrci) as in force at the time of submission
- I have read, understood and agree to the Grant Agreement
- the information I have submitted in this form is, to the best of my knowledge, true, accurate and complete. I also understand that giving false or misleading information is a serious offence under the *Criminal Code 1995* (Cth)
- the project is an eligible grant activity
- the project is additional to any existing work plans
- the project will be physically complete by 30 June 2021 unless otherwise agreed by the Department
- any conflict of interests identified in this form are true to best of knowledge
- that the Eligible Funding Recipient and its subcontractors and independent contractors will comply with all applicable laws
- I understand that the Local Roads and Community Infrastructure Program is an Australian Government program and that the Department will use the information provided in accordance with the following:
  - Australian Government Public Data Policy Statement
  - Commonwealth Grants Rules and Guidelines
  - Applicable Australian laws.
- I am authorised to complete this form and to sign and submit this declaration on behalf of the Eligible Funding Recipient.

☒

Yes

☐

No

Your full name:

Richard King

Email address:

s47F

Date:

10/08/2020



## Project Work Categories

Work Category	Examples of Works
<b>General Maintenance</b>	Pothole repairs, vegetation clearing, minor crack sealing and grading (unless new gravel is being added) are all considered to be general maintenance. Individual projects of this kind are generally less than \$10,000 and multiple projects of this kind are often grouped as a single project.
<b>Constructing a new road</b>	Construction of a road where no road existed on that alignment before.
<b>Reconstruction</b>	Rebuilding a road that already exists (can include upgrading)
<b>Rehabilitation</b>	Work to return a road to its original standard
<b>Widening</b>	Work to make the surface or pavement of a road wider
<b>Sheeting / Re-sheeting</b>	Where additional gravel etc. is added on top of an existing road
<b>Sealing</b>	Putting a seal on an unsealed road.
<b>Resealing</b>	Second or subsequent sealing of roads
<b>Bridge works</b>	Any work involving bridges or culverts
<b>Tunnel works</b>	A tunnel to enable the building an underground road
<b>Drainage</b>	Culverts, kerb and guttering and related activities where the purpose of the works is to improve drainage only.
<b>Traffic improvement</b>	Works involving traffic calming devices, traffic lights, pedestrian islands, lighting, warning signs and roundabouts
<b>Street lighting equipment</b>	Works related to vehicle traffic and pedestrian lighting
<b>Closed Circuit TV (CCTV)</b>	Works associated with installing a fixed mobile CCTV system
<b>Bicycle and Walking Paths</b>	Works involving cycling and pedestrian infrastructure
<b>Painting/Improvements to community facilities</b>	Community facilities include community centres, community halls, childcare centres, educational establishment, club houses, and major sport, recreation and entertainment facilities
<b>Repairs/Replacement of fencing</b>	Works relating to building a new fence or repairs/replacement of existing fences
<b>Improved Accessibility of Community Facilities and Areas</b>	Works could include pedestrian bridges, ramps, accessible public toilets, and designated car parking for individuals with a disability
<b>Landscaping Improvements</b>	Works could include tree planting to increase shade, creation of green spaces, and beautification of roundabouts
<b>Picnic Shelters or Barbeque Facilities at Community Parks</b>	Self-explanatory
<b>Playgrounds and Skateparks (including all ability playgrounds)</b>	Self-explanatory
<b>Noise and Vibration Mitigation Measures</b>	Works related to reducing and mitigating noise and vibrations, such as quieter pavement surfaces and noise barriers
<b>Off-road Car Parks</b>	Such as off-road car parks at sporting grounds or parks
<b>Other</b>	Works that do not fall into the above categories

## Main Project Goal Categories

Benefit Category	Examples
Road Safety	Where the goal is primarily to address road safety issues
Regional Economic Development	Where the goal is primarily to provide an economic benefit to the local community
Asset Maintenance	Where the goal is primarily to achieve to preserve the viability of the road
Improved access for heavy vehicles	Where the goal is primarily to improve access to heavy vehicles
Promotion of tourism	Where the goal is primarily to improve tourism within the local community
Improvements to school bus routes	Where the goal is primarily to improve the safety etc. of rural school bus routes
Access to remote communities	Where the goal is primarily to improve access to remote communities
Access to intermodal facilities	Where the goal is primarily to provide access to intermodal facilities e.g. the movement of grain etc. through various transport hubs
Traffic management	Where the goal is to primarily improve traffic management, pedestrian access etc
Improved recreational opportunities	Where the goal is primarily to improve recreational opportunities within the local community
Amenity of nearby residents	Where the goal is primarily to improve access for residents to their property, shopping facilities etc
Equity of Access	Where the goal is primarily to improve access for all within the local community
Other	Benefits that do not fall into the above categories

### Calculation of estimated number of full-time equivalent (FTE) jobs

A full-time employee is defined as working 75 hours per fortnight.

In calculating the estimated number of FTE jobs during the construction period, Eligible Funding Recipients will need to convert part-time employees to full-time equivalent.

For example:

Five workers will be working on a project.

Three of these workers will be employed full-time, working 75 hours per fortnight.

Two workers will be employed part-time, working 20 hours per fortnight.

To determined FTE of part-time workers:  $2 \times (20/75) = 0.53$  FTE

So total FTE = 3 (full time workers) + 0.53 FTE  
= 3.53

s47F

**From:** IIP  
**Sent:** Thursday, 24 September 2020 2:44 PM  
**To:** Tania King  
**Cc:** IIP  
**Subject:** SA - APY - Executed Local Roads and Community Infrastructure Grant Agreement [SEC=OFFICIAL]  
**Attachments:** SA - Anangu APY - Executed - Grant Agreement.pdf

**OFFICIAL**

Good afternoon

Please find attached an executed Local Roads and Community Infrastructure Grant Agreement between the Commonwealth represented by Department of Infrastructure, Transport, Regional Development and Communications and Anangu Pitjantjatjara Yankunytjatjara (APY) signifying the award of a grant by the Delegate. Please keep this copy for your records.

Please note if you have submitted Work Schedules we will provide the approved Work Schedules and approve the first payment instalment separately.

You are required to abide by the requirements of the Grant Agreement and the Program Guidelines in carrying out the Eligible Projects, including in relation to Media Releases and Eligible Project Events.

Regards

Local Roads and  
 Community  
 Infrastructure  
 Infrastructure  
 Investment  
 Division  
 Department of  
 Infrastructure,  
 Transport,  
 Regional  
 Development  
 and  
 Communications



**Australian Government**

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

*The department proudly acknowledges the Traditional Owners and Custodians of Australia, and their continuing connections to the land, waters and communities. We pay our respects to them and to their Elders past, present and emerging.*

**OFFICIAL**

**From:** Tania King  
**Sent:** Tuesday, 18 August 2020 6:11 PM  
**To:** IIP  
**Cc:** Rex Tjami ; Richard King  
**Subject:** Local Roads and Infrastructure acceptance of Funding Agreement

Good afternoon, APY take this opportunity to thank you for your offer and are pleased to advise attached is the APY acceptance of the LRCI Agreement.

APY will await for the legally binding agreement to be forthcoming.

Could you please advise if you require the work schedule templates- project nomination to be completed also and sent to you for your records.

Kind Regards,

**Tania King**  
**APY Manager Stakeholder Engagement**

**Mobile:** s47F  
**Email:** [mse@anangu.com.au](mailto:mse@anangu.com.au)



Follow APY on Facebook

APY Website: [www.anangu.com.au](http://www.anangu.com.au)

**CONFIDENTIALITY AND DISCLAIMER STATEMENT**

*The information contained in this message, and any attachments, is confidential and intended solely for the attention and use of the named addressee(s). If you are not the intended recipient, or person responsible for delivering this information to the intended recipient, please notify the sender immediately and destroy the message and any attachments. Unless you are the intended recipient, or his/her representative, you are not authorised to, and must not, read, copy, distribute, use or retain this message or any part of it.*

*Opinions, conclusions and other information expressed in this message are not given or endorsed by Anangu Pitjantjatjara Yankunytjatjara (APY) unless otherwise indicated by an authorised officer independent of this message.*

*Anangu Pitjantjatjara Yankunytjatjara has implemented anti-virus software, and whilst all care is taken, it is the recipient's responsibility to ensure that the message and any attachments are scanned for viruses prior to use.*

*Anangu Pitjantjatjara Yankunytjatjara accepts no responsibility for any damage that may occur as a result of the transmission of a virus with this message*

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

between the Commonwealth represented by

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

And

**The Grantee**

## Contents

<b>Local Roads and Community Infrastructure Grant Agreement.....</b>	<b>1</b>
<b>Grant Agreement.....</b>	<b>3</b>
Parties to this Agreement .....	3
Background .....	3
Scope of this Agreement.....	3
<b>Grant Details.....</b>	<b>4</b>
A. Purpose of the Grant.....	4
B. Activity .....	4
C. Duration of the Grant.....	10
D. Payment of the Grant.....	10
E. Reporting .....	12
F. Party representatives and address for notices .....	16
G. Activity Material .....	16
3A. Intellectual property – research .....	17
3B. Creative Commons licence .....	17
23A. Incorporation requirement .....	20
<b>Signature .....</b>	<b>21</b>
Grantee .....	21
Commonwealth.....	21
<b>Schedule 1: Commonwealth Standard Grant Conditions .....</b>	<b>22</b>
<b>Schedule 2: Work Schedule.....</b>	<b>31</b>

# **Grant Agreement**

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

## **Parties to this Agreement**

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

### **The Commonwealth**

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

ABN 86 267 354 017

### **Background**

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

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

### **Scope of this Agreement**

This Agreement comprises:

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

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

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

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

# Grant Details

## A. Purpose of the Grant

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

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

The intended outcomes of the LRCI Program are to:

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

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

## B. Activity

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

### 2 Work Schedules

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

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

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



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

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

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

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

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

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

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

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

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

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

## **5 Project Eligibility Requirements**

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

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

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

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

5.3 A project must deliver benefits to the community.

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

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

- 5.5.1 traffic signs;
- 5.5.2 traffic control equipment;
- 5.5.3 street lighting equipment;
- 5.5.4 a bridge or tunnel;
- 5.5.5 a facility off the road used by heavy vehicles in connection with travel on the road (for example, a rest area or weigh station);
- 5.5.6 facilities off the road that support the visitor economy;
- 5.5.7 road and sidewalk maintenance, where additional to normal capital works schedules.

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

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

- 5.6.1 These projects must deliver benefits to the community, such as improved accessibility, visual amenity, and/or safety. Examples of eligible works include:
  - 5.6.1.1 Closed Circuit TV (CCTV);
  - 5.6.1.2 bicycle and walking paths;
  - 5.6.1.3 painting or improvements to community facilities;
  - 5.6.1.4 repairing and replacing fencing;
  - 5.6.1.5 improved accessibility of community facilities and areas;

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

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

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

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

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

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

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

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

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

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

## **7 Conflicts of Interest**

7.1 The Grantee must disclose if any of their personnel:

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

7.2 The Grantee must include in the Work Schedule:

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

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

## **8 Media Releases**

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

8.1.1 at least two business days prior to its proposed release, unless otherwise agreed by the Commonwealth, provide a copy of the proposed media release to the Commonwealth and obtain the Commonwealth's agreement to the media release; and

8.1.2 provide the relevant local Federal Member of Parliament with the opportunity to participate in the media release.

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

## **9 Eligible Project Events**

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

9.1.1 at least two weeks before the proposed ceremony or event is to be held; and

9.1.2 provide details of the proposed ceremony or event, including proposed invitees and order of proceedings.

## **10 Signage**

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

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

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

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

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

11.2.1 name;

11.2.2 addresses;

11.2.3 Grantee's Representative details; or

11.2.4 bank account details.

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

## C. Duration of the Grant

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

## 12 Activity Timeframe

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

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

## D. Payment of the Grant

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

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

## 14 Grant Instalments

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

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

14.1.2 receipt of required Reports by the Commonwealth;

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

14.1.4 the required information contained in Work Schedules;

14.1.5 the Commonwealth's consideration of other relevant information;

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

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

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

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

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

## E. Reporting

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

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

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

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



Table 2: Reports		
Lodgement period for Quarterly Reports	Quarter: Actual expenditure period	Quarterly Report
1–31 October 2020	1 July to 30 September 2020	Mid payment update of Work schedule. Actual expenditure and eligible project updates for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 January 2021	1 October to 31 December 2020	Actual expenditure and eligible project updates for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–30 April 2021	1 January to 31 March 2021	Actual expenditure and eligible project updates for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
Annual Report must be provided by 14 August 2021 <i>NOV / Dec. 21.</i> <i>Independent one is possible</i>	1 July 2020 to 30 June 2021	Annual Report  Actual expenditure and eligible project updates from 1 July 2020/Commencement of program to 30 June 2021.

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

## 18 Quarterly Reports

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

## 19 Annual Reports

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

- 19.2.3 Total amount (if any) of Grant funding unspent and either returned or will be returned to the Commonwealth;
- 19.2.4 a written Financial Statement by the Chief Executive Officer or equivalent officer however named. The Financial Statement must be in the form specified by the Commonwealth and include:
- 19.2.4.1 the amount of Grant payment which remained unspent from the financial year;
  - 19.2.4.2 the amount of Grant payments received by the Grantee in the financial year;
  - 19.2.4.3 the amount of Grant payments available for expenditure by the Grantee on Eligible Projects in that year;
  - 19.2.4.4 the amount spent by the Grantee during that year out of the Grant payments available for expenditure by the Grantee during that year;
  - 19.2.4.5 the amount (if any) retained at the end of that year by the Grantee out of Grant payments available for expenditure by the Grantee during that year and which remained unspent at the end of that year;
- Note: The figures in the Chief Executive Officer's financial statement should be calculated on an accrual basis.
- 19.2.5 a report in writing and signed by an appropriate auditor stating whether, in the auditor's opinion:
- 19.2.5.1 the Chief Executive Officer's financial statement is based on proper accounts and records;
  - 19.2.5.2 the Chief Executive Officer's financial statement is in agreement with the accounts and records;
  - 19.2.5.3 the expenditure referred to in subparagraph (d)(iv) has been on Eligible Projects under the LRCI Program; and
  - 19.2.5.4 the amount certified by the Chief Executive Officer in the Chief Executive Officer's financial statement as the Grantee's own source expenditure is based on, and in agreement with, proper accounts and records.
- 19.2.6 Any further information notified by the Commonwealth.

## **20 Ad Hoc Reports**

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

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

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

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

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

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

### **Commonwealth representative and address**

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

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

## **G. Activity Material**

N/A.

## **Supplementary Terms from Clause Bank**

### **1. Other Contributions**

N/A

### **2. Activity budget**

N/A

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

N/A

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

N/A

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

N/A

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

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

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

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

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

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

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

N/A

### **6. Specified Personnel**

N/A

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

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

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

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

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

### **8. Vulnerable Persons**

N/A

9. **Child safety**

N/A

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

N/A

11. **Jurisdiction**

N/A

12. **Grantee trustee of Trust**

N/A

13. **Fraud**

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

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

13.3. If the Grantee becomes aware of:

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

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

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

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

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

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

14. **Prohibited dealings**

N/A

15. **Anti-corruption**

15.1. In this Agreement:

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

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

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

- 15.2. The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.
- 15.3. The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:
  - (a) engage in an Illegal or Corrupt Practice; or
  - (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the Criminal Code Act 1995 (Cth).
- 15.4. The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in CB15.3 in relation to the performance of the Activity.

**16. Step-in rights**

N/A

**17. Grant Administrator**

N/A

**18. Management Adviser**

N/A

**19. Indemnities**

N/A

**20. Compliance with Legislation and policies**

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

**21. Work health and safety**

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

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

22. **Transition**

N/A

23. **Corporate governance**

N/A

23A. **Incorporation requirement**

N/A

24. **Counterparts**

N/A

25. **Employees subject to SACS Decision**

N/A

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

N/A

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

N/A

28. **Secret and Sacred Indigenous Material**

N/A



## Signature

Executed as an agreement:

### Grantee

Full legal name of the Grantee <name of the grantee> <ABN of the grantee>	Anang Pijantjara Yankunytjatjara (CAY) ABN: 77 261 612 162.	
Signatory Name	Richard King	
Signature	s47F	
Date	10th August, 2020.	
Witness Name	Rex Tjami	
Signature and date	s47F	18/08/20

### Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Commonwealth of Infrastructure, Transport, Regional Development and Communications		
Name	Daniel Caruso	
Position	Assistant Secretary	
Date	17/9/20	
Signature	s47F	
Witness Name		
Signature and date		17/9/20

## Schedule 1: Commonwealth Standard Grant Conditions

### 1. Undertaking the Activity

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

### 2. Payment of the Grant

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

### 3. Acknowledgements

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

### 4. Notices

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

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

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

## **6. Subcontracting**

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

## **7. Conflict of interest**

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

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

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

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

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

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

## **10. Spending the Grant**

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

## **11. Repayment**

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

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

## **12. Record keeping**

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

## **13. Reporting and Liaison**

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

## **14. Privacy**

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

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

**15. Confidentiality**

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

**16. Insurance**

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

**17. Intellectual property**

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

**18. Dispute resolution**

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

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

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

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

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

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

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

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

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

### **19.2. Suspension**

19.2.1. If:

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

the Commonwealth may by written notice:

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

19.2.2. If the Grantee:

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

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

**19.3. Termination for fault**

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

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

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

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

**20. Cancellation or reduction for convenience**

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

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

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

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

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

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

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



20.5. The Commonwealth's liability to pay any amount under this clause is:

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6. The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

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

## 21. **Survival**

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

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

## 22. **Definitions**

In this Agreement, unless the contrary appears:

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

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

## Schedule 2: Work Schedule

### Nominating Projects through the Work Schedule

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

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

s47F

**From:** IIP  
**Sent:** Monday, 28 September 2020 10:21 AM  
**To:** Tania King  
**Cc:** Rex Tjami; Richard King; IIP  
**Subject:** RE: Local Roads and Infrastructure acceptance of Funding Agreement [SEC=UNOFFICIAL]  
**Attachments:** RM Workspace - 20#127244DOC SA - APY - Approved Work Schedule.PDF

### UNOFFICIAL

Good morning Tania

Apologies for the delay in getting these to you.

- Please also find attached the Approved Work Schedule. The release of your first payment instalment of **\$117,219** has also been approved. This amount is equal to 50 per cent of your Nominal Funding Allocation.

You are required to abide by the requirements of the Grant Agreement and the Program Guidelines in carrying out the Eligible Projects included in your Approved Work Schedule, including in relation to Media Releases and Eligible Project Events. Requirements relating to Media Releases and Eligible Project Events are extracted below for your reference.

#### Media releases

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

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

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

#### Eligible Project Events

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

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

Regards

s47F

UNOFFICIAL

---

**From:** Tania King  
**Sent:** Wednesday, 19 August 2020 1:08 PM  
**To:** IIP  
**Cc:** Rex Tjami ; Richard King  
**Subject:** RE: Local Roads and Infrastructure acceptance of Funding Agreement [SEC=UNOFFICIAL]

Hi s47F thank you for providing me with further information. Please find 2 of APY Project Nominations for consideration.

I look forward to hearing from you in due course.

Kind Regards,

**Tania King**  
**APY Manager Stakeholder Engagement**

**Mobile:** s47F  
**Email:** [mse@anangu.com.au](mailto:mse@anangu.com.au)



Follow APY on Facebook  
APY Website: [www.anangu.com.au](http://www.anangu.com.au)

---

**From:** IIP <[IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au)>  
**Sent:** Tuesday, 18 August 2020 6:25 PM  
**To:** Tania King <[MSE@anangu.com.au](mailto:MSE@anangu.com.au)>  
**Subject:** RE: Local Roads and Infrastructure acceptance of Funding Agreement [SEC=UNOFFICIAL]

UNOFFICIAL

Hi Tania

Sorry for not calling you back yesterday.

Thank you for providing the signed grant agreement. Our approach has to been to send back a co-signed grant agreement with your work schedule (comprised of approved project nominations).

In order to access APY's allocation under the LRCI Program, you are required to complete and submit a work schedule for each project you propose to undertake (please see attached). The Department will assess project nominations to ensure they meet eligibility requirements.

Kind regards  
s47F

UNOFFICIAL

---

**From:** Tania King <[MSE@anangu.com.au](mailto:MSE@anangu.com.au)>  
**Sent:** Tuesday, 18 August 2020 6:11 PM  
**To:** IIP <[IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au)>  
**Cc:** Rex Tjami s47F Richard King s47F  
**Subject:** Local Roads and Infrastructure acceptance of Funding Agreement

Good afternoon, APY take this opportunity to thank you for your offer and are pleased to advise attached is the APY acceptance of the LRCI Agreement.

APY will await for the legally binding agreement to be forthcoming.

Could you please advise if you require the work schedule templates- project nomination to be completed also and sent to you for your records.

Kind Regards,

**Tania King**  
**APY Manager Stakeholder Engagement**

**Mobile:** s47F  
**Email:** [mse@anangu.com.au](mailto:mse@anangu.com.au)



Follow APY on Facebook

APY Website: [www.anangu.com.au](http://www.anangu.com.au)

**CONFIDENTIALITY AND DISCLAIMER STATEMENT**

*The information contained in this message, and any attachments, is confidential and intended solely for the attention and use of the named addressee(s). If you are not the intended recipient, or person responsible for delivering this information to the intended recipient, please notify the sender immediately and destroy the message and any attachments. Unless you are the intended recipient, or his/her representative, you are not authorised to, and must not, read, copy, distribute, use or retain this message or any part of it.*

*Opinions, conclusions and other information expressed in this message are not given or endorsed by Anangu Pitjantjatjara Yankunytjatjara (APY) unless otherwise indicated by an authorised officer independent of this message.*

*Anangu Pitjantjatjara Yankunytjatjara has implemented anti-virus software, and whilst all care is taken, it is the recipient's responsibility to ensure that the message and any attachments are scanned for viruses prior to use.*

*Anangu Pitjantjatjara Yankunytjatjara accepts no responsibility for any damage that may occur as a result of the transmission of a virus with this message*

-----  
**Disclaimer**

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

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited and may result in severe penalties.

Approved Work Schedule for Anangu Pitjantjatjara Yankunytjatjara, SA, \$234,437					
Project ID	Project name/ concise description	Infrastructure Type	Work Category	Eligible grant activity	LRCI Program funding required
1.	Light installation in Ernabella, Amata, Kalka, Nyapari, Kanpi, Pipalyatjara and Kalka	Road	Street lighting equipment  Other: Install new lights on existing poles which are more energy efficient lights and last longer, to identified communities across the APY Lands SA  Replacement of light bulbs in street lights	Yes	\$134,437
2.	Erect shelters across the APY	Road	Other: Shelters Stops and Water tanks to be erected throughout specific areas across the APY Lands SA  Improved Accessibility of Community Facilities and Areas	Yes	\$100,000
<b>TOTAL LRCI Program funding required</b>					<b>\$234,437</b>
<b>TOTAL First Instalment</b>					<b>\$117,219</b>



s47F

**From:** Tania King <MSE@anangu.com.au>  
**Sent:** Monday, 5 October 2020 9:19 PM  
**To:** IIP  
**Cc:** Events (Infrastructure)  
**Subject:** RE: Local Roads and Community Infrastructure Program - Signage [SEC=UNOFFICIAL]  
**Attachments:** RE: ANANGU APY SERVICES SIGNAGE FOR APY PROGRAM

Good afternoon, I have attached signage for your approval to be used on the Anangu Pitjantjatjara Yankunytjatjara funded projects to erect Shelters and lights across the APY Lands. I plan on erecting them at each main community site and one at each shelter site.

Can you please review and advise if the attached signage is approved. Does it require the SA Government logo on it, if so can you please provide.  
Once I receive approval I expect to order these asap so I can get them erected throughout the communities.

Kind Regards,

**Tania King**  
**APY Manager Stakeholder Engagement**

**Mobile:** s47F  
**Email:** [mse@anangu.com.au](mailto:mse@anangu.com.au)



Follow APY on Facebook

APY Website: [www.anangu.com.au](http://www.anangu.com.au)

#### CONFIDENTIALITY AND DISCLAIMER STATEMENT

*The information contained in this message, and any attachments, is confidential and intended solely for the attention and use of the named addressee(s). If you are not the intended recipient, or person responsible for delivering this information to the intended recipient, please notify the sender immediately and destroy the message and any attachments. Unless you are the intended recipient, or his/her representative, you are not authorised to, and must not, read, copy, distribute, use or retain this message or any part of it.*

*Opinions, conclusions and other information expressed in this message are not given or endorsed by Anangu Pitjantjatjara Yankunytjatjara (APY) unless otherwise indicated by an authorised officer independent of this message.*

*Anangu Pitjantjatjara Yankunytjatjara has implemented anti-virus software, and whilst all care is taken, it is the recipient's responsibility to ensure that the message and any attachments are scanned for viruses prior to use. Anangu Pitjantjatjara Yankunytjatjara accepts no responsibility for any damage that may occur as a result of the transmission of a virus with this message*

**From:** IIP  
**Sent:** Thursday, 1 October 2020 2:20 PM

**To:** Tania King  
**Cc:** IIP ; Events (Infrastructure)  
**Subject:** Local Roads and Community Infrastructure Program - Signage [SEC=UNOFFICIAL]

**UNOFFICIAL**

Hi Tanya

Please find attached the Local Roads and Community Infrastructure Program digital zip file, with solely and jointly funded sign options.

If jointly funded, Council logo should be reversed out in white from the blue background as indicated in the template.

Smaller sign templates can be used in speed areas under 80kmh.

Please also note the template wording is correct – there is no reference to LRCIP or your specific project name.

Once you have a draft of your signage available, please send to [events@infrastructure.gov.au](mailto:events@infrastructure.gov.au) for approval. I would appreciate it if you could also CC [IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au) into the email.

Kind regards,

s47F

**Local Roads and  
Community Infrastructure  
Program**

COVID Recovery  
Infrastructure Investment  
Stimulus | Infrastructure  
Investment Division  
Department of  
Infrastructure, Transport,  
Regional Development  
and Communications

**W:**

[www.infrastructure.gov.au](http://www.infrastructure.gov.au)

GPO Box 594, Canberra  
ACT 2601



**UNOFFICIAL**

-----  
**Disclaimer**

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

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance

s47F

**From:** TJ Signs s47F  
**Sent:** Monday, 5 October 2020 6:06 PM  
**To:** Tania King  
**Subject:** RE: ANANGU APY SERVICES SIGNAGE FOR APY PROGRAM  
**Attachments:** SIGN LAYOUTS.pdf

Hi Tania,  
Layout attached.  
Cheers,  
s47F



---

**From:** Tania King  
**Sent:** Monday, 5 October 2020 3:44 PM  
**To:** TJ Signs  
**Subject:** RE: ANANGU APY SERVICES SIGNAGE FOR APY PROGRAM

Hi s47F for now can you send it back without the SA Logo and I will check and see if that is okay.

As I don't think we need that Logo. Just the Federal one.

Kind Regards,

**Tania King**  
**APY Manager Stakeholder Engagement**

**Mobile:** s47F  
**Email:** [mse@anangu.com.au](mailto:mse@anangu.com.au)



Follow APY on Facebook  
APY Website: [www.anangu.com.au](http://www.anangu.com.au)

**CONFIDENTIALITY AND DISCLAIMER STATEMENT**

*The information contained in this message, and any attachments, is confidential and intended solely for the attention and use of the named addressee(s). If you are not the intended recipient, or person responsible for delivering this information to the intended recipient, please notify the sender immediately and destroy the message and any attachments. Unless you are the intended recipient, or his/her representative, you are not authorised to, and must not, read, copy, distribute, use or retain this message or any part of it.*

*Opinions, conclusions and other information expressed in this message are not given or endorsed by Anangu Pitjantjatjara Yankunytjatjara (APY) unless otherwise indicated by an authorised officer independent of this message.*

*Anangu Pitjantjatjara Yankunytjatjara has implemented anti-virus software, and whilst all care is taken, it is the recipient's responsibility to ensure that the message and any attachments are scanned for viruses prior to use. Anangu Pitjantjatjara Yankunytjatjara accepts no responsibility for any damage that may occur as a result of the transmission of a virus with this message*

---

**From:** TJ Signs s47F  
**Sent:** Monday, 5 October 2020 3:39 PM  
**To:** Tania King <[MSE@anangu.com.au](mailto:MSE@anangu.com.au)>  
**Subject:** RE: ANANGU APY SERVICES SIGNAGE FOR APY PROGRAM

Hi Tania,  
Could you get the SA Government logo in an eps or ai format, we don't have it in our system.

---

**From:** Tania King <[MSE@anangu.com.au](mailto:MSE@anangu.com.au)>  
**Sent:** Monday, 5 October 2020 3:07 PM  
**To:** TJ Signs s47F  
**Subject:** RE: ANANGU APY SERVICES SIGNAGE FOR APY PROGRAM

Hi s47F nearly there can you change the NT GVT Logo to SA Gvt Logo as we are in SA. Please send back as soon as you can for approval and I will get back to you.

Kind Regards,

**Tania King**  
**APY Manager Stakeholder Engagement**

**Mobile:** s47F  
**Email:** [mse@anangu.com.au](mailto:mse@anangu.com.au)



Follow APY on Facebook

APY Website: [www.anangu.com.au](http://www.anangu.com.au)

#### CONFIDENTIALITY AND DISCLAIMER STATEMENT

*The information contained in this message, and any attachments, is confidential and intended solely for the attention and use of the named addressee(s). If you are not the intended recipient, or person responsible for delivering this information to the intended recipient, please notify the sender immediately and destroy the message and any attachments. Unless you are the intended recipient, or his/her representative, you are not authorised to, and must not, read, copy, distribute, use or retain this message or any part of it.*

*Opinions, conclusions and other information expressed in this message are not given or endorsed by Anangu Pitjantjatjara Yankunytjatjara (APY) unless otherwise indicated by an authorised officer independent of this message.*

*Anangu Pitjantjatjara Yankunytjatjara has implemented anti-virus software, and whilst all care is taken, it is the recipient's responsibility to ensure that the message and any attachments are scanned for viruses prior to use.*

**Anangu Pitjantjatjara Yankunytjatjara accepts no responsibility for any damage that may occur as a result of the transmission of a virus with this message**

---

**From:** TJ Signs s47F  
**Sent:** Monday, 5 October 2020 2:55 PM  
**To:** Tania King <[MSE@anangu.com.au](mailto:MSE@anangu.com.au)>  
**Subject:** RE: ANANGU APY SERVICES SIGNAGE FOR APY PROGRAM

Hi Tania,  
I have attached the 2 size sign you have requested, is this all that you need.  
Cheers,  
s47F



---

**From:** Tania King <[MSE@anangu.com.au](mailto:MSE@anangu.com.au)>  
**Sent:** Sunday, 4 October 2020 8:20 PM  
**To:** TJ Signs s47F  
**Subject:** RE: ANANGU APY SERVICES SIGNAGE FOR APY PROGRAM

Hi s47F can you send me the proof of the new signs and then I can gain approval from the Funders and let you know of acceptance at that point. May need to resend the acceptance quote again at that point.

Regards

Tania King  
s47F

---

**From:** TJ Signs s47F  
**Sent:** Monday, 28 September 2020 5:54 PM  
**To:** Tania King <[MSE@anangu.com.au](mailto:MSE@anangu.com.au)>  
**Subject:** ANANGU APY SERVICES SIGNAGE FOR APY PROGRAM

Hi Tania,

Attached is a copy of your quotation for signage.  
If you have any questions or required further information please feel free to give us a call.

Cheers,  
s47F



Your message is ready to be sent with the following file or link attachments:

ANANGU APY SERVICES SIGNAGE FOR APY PROGRAM

Note: To protect against computer viruses, email programs may prevent you from sending or receiving certain types of file attachments. Check your email security settings to determine how attachments are handled.

900mm X 1200mm

600mm X 900mm



s47F

**From:** s47F  
**Sent:** Thursday, 10 December 2020 2:32 PM  
**To:** IIP  
**Subject:** Fwd: Phone message [SEC=OFFICIAL]

OFFICIAL

OFFICIAL

**From:** s47F  
**Date:** Thursday, 10 December 2020 at 2:28:33 pm  
**To:** s47F  
**Subject:** Phone message [SEC=OFFICIAL]

OFFICIAL

Hi s47F  
I had a phone call from a Tanya King from APY looking for information about the placement of signage as they are a recipient of LRCI funding.  
Can you please give her a call back on s47F

Cheers,



Australian Government

Department of Infrastructure, Transport,  
Regional Development and Communications s47F

Executive Assistant to s47F  
Assistant Secretary | Victoria, Tasmania and South Australia Branch  
Department of Infrastructure, Transport, Regional Development and Communications  
GPO Box 594, Canberra ACT 2601  
t s47F | w [www.infrastructure.gov.au](http://www.infrastructure.gov.au)

*The Department acknowledges the traditional owners of Country throughout Australia and their continuing connection to land, sea and community. We pay our respects to them and their cultures and to their Elders both past and present.*

OFFICIAL



s47F

**From:** Tania King <MSE@anangu.com.au>  
**Sent:** Thursday, 10 December 2020 6:14 PM  
**To:** IIP  
**Subject:** RE: APY Lands projects signage approval confirmation [SEC=UNOFFICIAL]

Thanks s47F, much appreciated.

Kind Regards,

**Tania King**  
**APY Manager Stakeholder Engagement**

**Mobile:** s47F  
**Email:** [mse@anangu.com.au](mailto:mse@anangu.com.au)



Follow APY on Facebook

APY Website: [www.anangu.com.au](http://www.anangu.com.au)

#### CONFIDENTIALITY AND DISCLAIMER STATEMENT

*The information contained in this message, and any attachments, is confidential and intended solely for the attention and use of the named addressee(s). If you are not the intended recipient, or person responsible for delivering this information to the intended recipient, please notify the sender immediately and destroy the message and any attachments. Unless you are the intended recipient, or his/her representative, you are not authorised to, and must not, read, copy, distribute, use or retain this message or any part of it.*

*Opinions, conclusions and other information expressed in this message are not given or endorsed by Anangu Pitjantjatjara Yankunytjatjara (APY) unless otherwise indicated by an authorised officer independent of this message.*

*Anangu Pitjantjatjara Yankunytjatjara has implemented anti-virus software, and whilst all care is taken, it is the recipient's responsibility to ensure that the message and any attachments are scanned for viruses prior to use. Anangu Pitjantjatjara Yankunytjatjara accepts no responsibility for any damage that may occur as a result of the transmission of a virus with this message*

---

**From:** IIP  
**Sent:** Thursday, 10 December 2020 3:06 PM  
**To:** Tania King ; IIP  
**Subject:** RE: APY Lands projects signage approval confirmation [SEC=UNOFFICIAL]

**UNOFFICIAL**

Hello Tania

Thank you for your time on the phone.

As discussed, we agree to signage being erected at:

- the each end of the physical structure as approved by the APY Traditional Owners for the shelters; and
- at the Indulkana Community region, which is at the Entrance to the Lands and signage to be erected at Kalka Community region which is the last community on the Lands.

I hope this helps, have a lovely Christmas.

Kind regards,

s47F

**Local Roads and  
Community Infrastructure  
Program**

COVID Recovery  
Infrastructure Investment  
Stimulus | Infrastructure  
Investment Division  
Department of  
Infrastructure, Transport,  
Regional Development  
and Communications

**W:**

[www.infrastructure.gov.au](http://www.infrastructure.gov.au)

GPO Box 594, Canberra  
ACT 2601



**UNOFFICIAL**

---

**From:** Tania King

**Sent:** Thursday, 10 December 2020 3:59 PM

**To:** IIP

**Subject:** APY Lands projects signage approval confirmation

Good afternoon s47F. I want to thank you very much for taking my call just now, in particular answering my queries in regards to approving the APY signage against the projects to be erected on APY Lands in the following ways.

1. In regards to each individual shelter the signs will be erected at each end of the physical structure as approved by the APY Traditional Owners against the designated sites;
2. In regards to the Lights project across the Lands, Signage to be arranged and erected at the Indulkana Community region, which is at the Entrance to the Lands and signage to be erected at Kalka Community region which is the last community on the Lands. This will be seen by people coming through one end of the lands to the other.

Can you kindly confirm that this is approved as we intend to erect the signage in the coming weeks, after a couple more consultations with Traditional owners occurs.

Thanks and Merry Xmas to all.

Kind Regards,

Tania King

APY Manager Stakeholder Engagement

Mobile: s47F

Email: [mse@anangu.com.au](mailto:mse@anangu.com.au)



Follow APY on Facebook

APY Website: [www.anangu.com.au](http://www.anangu.com.au)

#### CONFIDENTIALITY AND DISCLAIMER STATEMENT

*The information contained in this message, and any attachments, is confidential and intended solely for the attention and use of the named addressee(s). If you are not the intended recipient, or person responsible for delivering this information to the intended recipient, please notify the sender immediately and destroy the message and any attachments. Unless you are the intended recipient, or his/her representative, you are not authorised to, and must not, read, copy, distribute, use or retain this message or any part of it.*

*Opinions, conclusions and other information expressed in this message are not given or endorsed by Anangu Pitjantjatjara Yankunytjatjara (APY) unless otherwise indicated by an authorised officer independent of this message.*

*Anangu Pitjantjatjara Yankunytjatjara has implemented anti-virus software, and whilst all care is taken, it is the recipient's responsibility to ensure that the message and any attachments are scanned for viruses prior to use.*

*Anangu Pitjantjatjara Yankunytjatjara accepts no responsibility for any damage that may occur as a result of the transmission of a virus with this message*

---

#### Disclaimer

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

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

or entities other than the intended recipient is prohibited and may result in severe penalties.

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

---

s47F

**From:** Tania King <MSE@anangu.com.au>  
**Sent:** Tuesday, 29 December 2020 2:23 PM  
**To:** IIP  
**Subject:** APY Quarterly report for the period July to December 2020  
**Attachments:** LRCI\_Program-Quarterly\_Report\_Declaration.pdf; LRCI\_Program-Quarterly\_Report\_July\_Decemeber\_2020.pdf; LRCI Funding Progress Update1.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good afternoon, Please find APY quarterly report for the period July to December 2020. Please note I apologies as I had great difficulties in completing the Word version it was not compatible with my system. I would have liked to provide greater detail so I have taken the liberty to attach a word typed version of the project to date. Please advise if this is sufficient or if you require further information.

Kind Regards,

**Tania King**  
**APY Manager Stakeholder Engagement**

**Mobile:** s47F  
**Email:** [mse@anangu.com.au](mailto:mse@anangu.com.au)



Follow APY on Facebook

APY Website: [www.anangu.com.au](http://www.anangu.com.au)

#### CONFIDENTIALITY AND DISCLAIMER STATEMENT

*The information contained in this message, and any attachments, is confidential and intended solely for the attention and use of the named addressee(s). If you are not the intended recipient, or person responsible for delivering this information to the intended recipient, please notify the sender immediately and destroy the message and any attachments. Unless you are the intended recipient, or his/her representative, you are not authorised to, and must not, read, copy, distribute, use or retain this message or any part of it.*

*Opinions, conclusions and other information expressed in this message are not given or endorsed by Anangu Pitjantjatjara Yankunytjatjara (APY) unless otherwise indicated by an authorised officer independent of this message.*

*Anangu Pitjantjatjara Yankunytjatjara has implemented anti-virus software, and whilst all care is taken, it is the recipient's responsibility to ensure that the message and any attachments are scanned for viruses prior to use. Anangu Pitjantjatjara Yankunytjatjara accepts no responsibility for any damage that may occur as a result of the transmission of a virus with this message*



## Local Roads and Community Infrastructure Program – Quarterly Report

Local Councils (Eligible Funding Recipients) are required to provide Quarterly Reports to the Department of Infrastructure, Transport, Regional Development and Communications (the ‘Department’) with information on the progress of projects and grant funding expenditures under the Local Roads and Community Infrastructure Program.

### Submitting a Quarterly Report

Eligible Funding Recipients must submit Quarterly Reports per the timeframes specified in the Grant Agreement.

- If you have received an Approved Work Schedule from the Department, you must complete **both** the Quarterly Report Template available on the Department’s website and the Declaration contained in this document. Please do not scan or pdf the Quarterly Report Table (the completed Quarterly Report Template). Please complete the table in Word and submit it in Word.
- If you have not yet submitted any Project Nomination Forms, or if you have submitted Project Nomination Forms, but have yet to receive an Approved Work Schedule, you are only required to complete the Declaration contained in this document.
- **Quarterly Reports must be submitted to the Department via email to [IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au).**
- When submitting an Eligible Funding Recipient’s/your Quarterly Report, please use the subject line: **[Council Name] First Quarterly Report.**

Eligible Funding Recipients/you must provide the following information in the Quarterly Report:

- the amount of grant funding spent (actual expenditure) for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates;
- the amount of grant funding (proposed expenditure) which the Eligible Funding Recipient intends to spend on Eligible Projects in the quarter following the report; and
- details of progress towards completion of funded Eligible Projects.

The Quarterly Report Template must have each section completed for each project as specified in the Approved Work Schedule. The figures in the Quarterly Report are to be prepared on an accrual basis.



## Declaration

I declare that:

- I have read, understood and agree to abide by the Program Guidelines on the Department's website at [www.investment.infrastructure.gov.au/lrci](http://www.investment.infrastructure.gov.au/lrci) as in force at the time of submission;
- the information I have submitted in this form is, to the best of my knowledge, true, accurate and complete. I also understand that giving false or misleading information is a serious offence under the *Criminal Code 1995* (Cth);
- the financial statement is a true statement of the receipts and expenditure of the Local Roads and Community Infrastructure Program payments received;
- the Approved Projects will be physically complete by 30 June 2021 unless otherwise agreed by the Department;
- I understand that the Local Roads and Community Infrastructure Program is an Australian Government program and that the Department will use the information provided in accordance with:
  - Australian Government Public Data Policy Statement;
  - Commonwealth Grants Rules and Guidelines;
  - Applicable Australian laws; and
  - May make information publically available within the course of the LRCI Program (for example in media releases or promotional materials).
- I am authorised to complete this form and to sign and submit this declaration on behalf of the Eligible Funding Recipient.

☒ Yes

☐ No

☒ I am submitting a Quarterly Report for projects on an Approved Work Schedule.

☐ I am submitting a Nil Quarterly Report as we do not have an Approved Work Schedule.

Full name:

Richard King

Position:

APY General Manager

Council:

APY

Email address:

s47F

Signature:

Date:

31.12.20



## Glossary

Term	Definition
Actual Expenditure	The amount of grant funding spent (actual expenditure) for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates.
Approved Work Schedule	The Work Schedule that outlines Eligible Projects that the Eligible Funding Recipient can use grant money to pay for and be approved by the Delegate of the Secretary of the Department.
Commencement date	The start date for the project.
Completion Date	The end date for the project.
Eligible Funding Recipient	The organisation that is eligible to receive funding under the LRCI Program.
Nominal Funding Allocation	The maximum funding that an Eligible Funding Recipient can access under the LRCI Program for Eligible Projects.
Proposed Expenditure	The amount of grant funding the Eligible Funding Recipient intends to spend on Eligible Projects in the quarter following the report.

## LRCI Funding Progress Update for APY

**Letter of Offer Ref: MS20-000934 Local Roads and Community Infrastructure Program (LRCI)  
\$234,437 exc GST.**

LRCI offered APY funding and the LRCI Funding was accepted by APY on the 18/08/2020.

In August 2020 the Board approved for APY to seek funds to support shelters and Lights and progress where possible.

### Approval for works and funding

28<sup>th</sup> September, 2020 LRCI Approved the works schedule that was provided to them on the Shelters and Lights upgrades. They released the first payment instatement of \$117,219 being 50% of funds allocated.

### Media Release

Tania contacted all parties RASAC, Rotary and Cowell through emails and phone calls and group meetings, as well has worked through APY Media to develop a Media Release.

Tania developed the DRAFT along with s47F APY Media and sought approval from IIP@infrastructure and Events team of LRCI.

15/10/20 spoke with Project officer LRCI Daniel Caruso he said that signs and media is fine to go ahead and that if I spend more funds than received that is fine as long as I can show evidence of expenditure and can gain further funds when due.

### Federal Member

Tania also advised the Federal Minister Rowan Ramsey for Grey about the funds and its purpose and asked if the member would like to contribute towards the Media Release. Rowan Ramsey contributed and it was included in the release.

### Approval granted by Federal Dpt

On the 9/10/2020 Approval for the Media Release was granted by s47F

### Signage Approval processes

Tania has gained approval for the Federal Gvt signage and has sent the proofs to the events Department to s47F whom has approved the signs.

On the 11<sup>th</sup> December I called the Department and asked if I could place a sign at Indulkana and one at Kalka only and other signs will be directly near the shelters being built.

I received an email on the same day from s47F from LRCI unit approving the request.



RE APY Lands  
projects signage ap



## **Engagement with the Lights supplier**

I called s47F to introduce myself and the project, s47F was not there and left a message for him to call me.

I received a call from s47F I spoke to s47F and advised that they have to wait until signage is up and this is not expected until early January, 21. s47F was fine with this and I committed to keep her posted once they are in place.

## **Rotary**

Continue to Work with Rotary on regular meetings and against work plan with s47F

## **Meetings**

There have been 4 meetings to date with all stakeholders.

Main points being await Anthropology unit to consult and advice on Locations of shelters and signage and report back on 2<sup>nd</sup> December for Meeting no.4. The works can commence thereafter when signs erected.

### **A meeting was held on the 2<sup>nd</sup> December.**

Main outcome was to discuss the Anthropology report whom along with TO's have identified sites with the TO's for the signage and shelters to be placed.

### **Future Plans:**

Signage expected to be erected in the second week of January, 21.

A meeting to be held in mid-January, 2021 with all stakeholders for a progress update.

March 21 Shelters to be erected and a further 2 in the west to be identified and erected at a later date TBC.

Ongoing fortnightly meetings from February onwards will occur.



Australian Government

Department of Infrastructure, Transport,  
Regional Development and Communications

	Local Council:	LRCI Nominal Funding Allocation		LRCI Funding Received			Total Year to Date LRCI Actual Expenditure
		\$		\$			\$
	Anangu Pitjantjatjara Yankunytjatjara	\$234,,437		\$ 117,219			\$45,265.84
	Approved Projects (Project Name in Approved Work Schedule)	LRCI Funding Actual Expenditure for Year to Date	LRCI Funding Proposed Expenditure next Quarter	Updated Construction Start (MM/YY)	Updated Construction Completion (MM/YY)	Jobs Supported	Project Update
1.	Shelter stops and Water Tanks across the APY Lands	\$45,265.84	\$ 54,734.16	March 2021	31 Decemebr 2021	3	The Shelter project has had 4 meetings with all key staekholders to ensure the requireme
2.	Install new LED lights across the identified locations across the Lands	Nil	\$134,000	March 2021	30 June 2021	Nil to date	The project will commence in the New Year as contrac ytors have been engaged to comp
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
16.							
17.							
18.							
19.							
20.							
	<b>TOTAL</b>	\$45,265.84	\$188,734.16				