

Annexure A - Project Funding Schedule

NOTE: THIS PROJECT FUNDING SCHEDULE IS AN INDICATIVE SAMPLE ONLY. TERMS WILL BE AGREED PROJECT BY PROJECT, AND NOT ALL PROVISIONS IN THE SAMPLE WILL APPLY TO ALL AGREEMENTS. THE STATE MAY REQUIRE PROJECT SPECIFIC ADDITIONS OR CHANGES BEFORE AGREEING A FUNDING AGREEMENT

1. Grant Program	Residential Activation Fund (Specific Infrastructure Planning Projects)		
2. Project			
3. Recipient Name			
4. Administration Agency	Not applicable		
5. Policy Agency	Department of State Development, Infrastructure and Planning		
6. Project Description	The project(s) described in Schedule 1 to this Project Funding Schedule.		
7. Project Funding (ex GST)	Up to \$[XXXX]		
8. Recipient's Contribution (ex GST)	\$[XXXX]		
9. Third Party Contribution	##	Name of Third Party Contributor	Amount of Third Party Contribution (ex GST)
	1.	[Entity name, if any]	\$[XXXX]
10. Estimated Total Project Cost (ex GST)	\$[XXXX]		
11. Program Guidelines	Residential Activation Fund Program Guidelines, Round 1		
12. Approved Project Plan	<p>(a) The Recipient must, by the relevant Milestone Date, develop and submit to the State a project plan in a form satisfactory to the State that includes, at a minimum:</p> <ul style="list-style-type: none"> (i) details of the Recipient's governance structure for the Project; (ii) identification of key roles and responsibilities; (iii) regulatory requirements and status of approvals; (iv) a detailed breakdown of key activities, deliverables, and project timeframes for conduct of the Project, key activities and provision of deliverables; (v) a GANTT chart or detailed work schedule for the Project; (vi) details of the Project Site and land ownership arrangements; (vii) project budget and risk management details; 		

	<p>(viii) a breakdown of proposed project expenditure, (Draft Project Plan).</p> <p>(b) The State will review the Draft Project Plan and, within 15 Business Days of receipt of the Draft Project Plan, by notice to the Recipient and in its absolute discretion:</p> <p>(ix) reject the Draft Project Plan, and provide details of any deficiencies and issues in respect of the Draft Project Plan; or</p> <p>(x) approve the Draft Project Plan, in which case the Draft Project Plan will be the Approved Project Plan.</p> <p>(c) If the State rejects the Draft Project Plan under paragraph (b)(i):</p> <p>(i) the Recipient must re-lodge the Draft Project Plan for the State's further review within 10 Business Days of receiving a notice under paragraph (b)(i); and</p> <p>(ii) paragraph (b) will apply to the State's further review.</p> <p>(d) The Recipient may request amendments to an Approved Project Plan by submitting a revised project plan to the State (Revised Project Plan).</p> <p>(e) If the Recipient submits a Revised Project Plan:</p> <p>(i) the process for review and approval set out in paragraphs (b) and (c) will apply;</p> <p>(ii) if the State approves the Revised Project Plan in accordance with paragraph (b)(ii), the Revised Project Plan will be the Approved Project Plan;</p> <p>(f) if the State does not approve a Revised Project Plan, the existing Approved Project Plan will continue to apply.</p>		
13.State Contact			
14.Recipient Contact			
15.Key Dates	Project Funding Agreement Commencement Date	The date the last Party signs this Project Funding Schedule.	
	Project Start Date	The Project Funding Agreement Commencement Date	
	Project Completion Date		
	Project Funding Agreement End Date	6 months after the Project Completion Date	
16.Milestone Schedule			
Milestone No	Milestone Date	Milestone Requirements	Milestone Amount
M1.	[DATE]	[Execution of this Project Funding Schedule by both parties.	\$(XXXX)

M2.	[DATE] [this date must be within 3 months of the date of Project Funding execution]	<p>The provision of the following by the Recipient to the State, to the State's reasonable satisfaction:</p> <ul style="list-style-type: none"> (a) an Approved Project Plan; and (b) evidence demonstrating that the Recipient has secured the Recipient's Contribution for the Project; and (c) evidence demonstrating that the Recipient has secured the Third Party Contributions for the Project; and (d) evidence that Special Conditions [XX] have been satisfied; and (e) evidence that the Recipient has finalised and entered into a professional services agreement with an appropriate third party service provider for delivery of the Project, and that the professional services agreement contains a clear breakdown of the tasks and deliverables necessary to deliver the Project. 	Nil (Non-Financial Milestone)
M3.	[DATE]	<p>The provision of the following by the Recipient to the State, to the State's reasonable satisfaction:</p> <ul style="list-style-type: none"> (a) a Progress Report up to the earlier of [DATE] and the date the final Milestone Requirement for Milestone 3 is satisfied, which: <ul style="list-style-type: none"> (i) evidences the Recipient's achievement against the Approved Project Plan: (ii) details of any proposed changes to the Approved Project Plan and the reasons for such proposed changes; and (b) a Payment Claim that meets the Payment Claim Requirements for Milestone 3. 	Reimbursement of Eligible Project Costs of up to \$[XXXX]
M4.	[DATE]	<p>The provision of the following by the Recipient to the State, to the State's reasonable satisfaction:</p> <ul style="list-style-type: none"> (a) a Completion Report, including: <ul style="list-style-type: none"> (i) evidence that all services required for the Project are complete; and (ii) a copy of all deliverables prepared by third party providers; and (iii) a signed certification from the Recipient's CEO certifying that all deliverables have been provided and meet the requirements of the Project description and the scope set out under the third party professionals services agreements; and (b) a Payment Claim that meets the Payment Claim Requirements for Milestone 4; and (c) a Financial Acquittal Report satisfactory to the State that verifies and provides evidence (including third party invoices) that the Project 	Reimbursement of Eligible Project Costs of up to \$[XXXX]

		Funding has been expended on Eligible Project Costs in accordance with this Project Funding Agreement including the verification of the Actual Total Project Cost for the Project and, if applicable, confirmation that the Recipient has fully expended the Recipient Contribution and any Third Party Contributions for the Project.	
17. Payment Claim Requirements	<p>Provision of a payment claim and supporting materials in the form requested by the State from time to time, including:</p> <p>(a) evidence, satisfactory to the State, demonstrating each of the Milestone Requirements for the relevant Milestone have been satisfied; and</p> <p>(b) evidence of the Recipient's expenditure on the Project, including an itemised statement of expenditure and any other information reasonably required by the State, including to determine that Project Funding has or will be used solely for the discharge or reimbursement of Eligible Project Costs.</p>		
18. Eligible Project Costs	<p>Eligible Project costs means only the professional third party service provider fees the Project for delivery of the Project, and excludes (without limitation):</p> <p>(a) the Ineligible Project Costs set out in section 3.4 of the Guidelines; and</p> <p>(b) [any other costs determined by the State not to be Eligible Project Costs on a Project specific basis].</p>		
19. Reporting	Report Type	Report Contents and Form	Lodgement Timing
	Progress Report	In the form and containing all information identified in the requirements for the relevant Milestone in the Milestone Schedule at Item 16 using the Report template provided by the State	Milestone 3 Date
	Completion Report	In the form and containing all information identified in the requirements for the Completion Report in the Milestone Schedule in Item 16 using the Report template provided by the State	Milestone 4 Date
	Financial Acquittal Report	In the form and containing all information identified in the requirements for the Financial Acquittal Report in the Milestone Schedule in Item 16 using the Report template provided by the State	Milestone 4 Date
20. Project Specific Bank Account Details (if any)	Account Name		
	BSB		
	Account Number		
	Branch		

	Email (remittance)	
21. Acknowledgement Requirements	The Recipient must comply with the requirements of the State's standard media and communications requirements, which are located at the following website link, as amended from time to time: [Insert link]	
22. Permitted Asset	[Applicable/ Not applicable]	
23. Data	[Applicable/ Not applicable]	
24. Permitted Data Use	[Applicable/ Not applicable]	
25. Project Management (clause 3.5)	Clause 3.5 of the Head Agreement applies	
26. Construction and contracting (clause 3.6)	Clause 3.6 of the Head Agreement does not apply	
27. Contractor insurance requirements (clause 3.6)	<p>The Recipient must ensure that any third party professional services provider engaged by it to undertake all or part of the Project holds and maintains appropriate levels of insurances as follows:</p> <ul style="list-style-type: none"> (a) professional indemnity insurance cover for an amount that is not less than \$10,000,000 per claim; (b) public liability insurance for a minimum of \$20,000,000 for any one event in respect of accidental death of or accidental bodily injury to persons, or accidental damage to property, arising in connection with undertaking the Project; and (c) workers compensation insurance as required at law. 	
28. Special Conditions	<p><u>Special Condition 1 – Project Funding</u></p> <p>The parties acknowledge and agree that to the extent of any inconsistency between clauses 3 to 20 of the Head Agreement and these Special Conditions, the Special Conditions prevail.</p> <p><u>Special Condition 2 – Allocation of cost savings</u></p> <p>Clause 4.6 of the Head Agreement is amended to read as follows:</p> <ul style="list-style-type: none"> (a) <i>This clause 4.6 applies if there is a Recipient Contribution or Third Party Contributions.</i> (b) <i>The Recipient acknowledges that the Project Funding is being provided for Eligible Project Costs only and in proportion to the Estimated Total Project Cost after taking into account the Recipient Contribution and any Third Party Contribution.</i> (c) <i>If at the Project Funding Agreement End Date or earlier termination of the Project Funding Agreement, the Actual Total Project Cost is less than the Estimated Total Project Cost, the difference between these two amounts is a cost saving.</i> (d) <i>Where a Project has cost savings, the Recipient must refund to the State a portion of the cost savings equal to the proportion which the Project Funding bears to the Estimated Total Project Costs. That portion of the cost savings so calculated is called a "Cost Saving" in this Project Funding Agreement.</i> 	

	<p>(e) <i>The Recipient must refund the Cost Saving within 30 days of receiving notice in writing from the State, failing which the State may recover the Cost Saving as a debt immediately due and payable.</i></p> <p><u>Special Condition 3 – Consortia arrangements</u></p> <p><u>[Clause content contingent on the nature of the consortia arrangement identified by the local government recipient during the application and assessment phase]</u></p> <p><u>Special Condition 4 - Electronic signing and counterparts</u></p> <p>(a) If this Project Funding Schedule is signed by any person using an Electronic Signature, the Parties:</p> <ul style="list-style-type: none"> (i) agree to enter into this Project Funding Schedule in electronic form; (ii) consent to either or both Parties signing the Project Funding Schedule using an Electronic Signature; and (iii) agree a counterpart may be electronic and signed using an Electronic Signature. <p>(b) For the purposes of this clause, 'Electronic Signature' means an electronic method of signing that identifies the person and indicates their intention to sign the agreement.</p> <p>(c) The Parties agree that this Project Funding Schedule may be executed in counterparts, all of which will together be deemed to constitute one and the same agreement.</p>
<p>29. Queensland Charter for Local Content</p>	<p>The Queensland Charter for Local Content (as published by the Department of State Development, Infrastructure and Planning in June 2021, as amended or replaced from time to time) [does/does not] apply to the Project.</p>

By signing below, a Project Funding Agreement will be formed in accordance with clause 2.3 of the Head Agreement entered into between the State and the Recipient on [DATE] in respect of the Project.

Signed for and on behalf of the **State of Queensland** by a duly authorised officer in the presence of

Signed for and on behalf of the **Recipient** by a duly authorised officer in the presence of

Signature of witness

Signature of witness

Name of witness

Name of witness

Signature of Authorised Person

Signature of Authorised Person

Name of Authorised Person

Name of Authorised Person

Date

Date

Schedule 1 - Project Description

[Detailed description of the Project, including any particular requirements for conduct of the Project to be set out here]

SAMPLE