

DEED OF VARIATION

No.2

Project Schedule for the South
Australian Priority Project SA-11:

Water Management Solutions
Program

The Minister for the Environment and Water for
and on behalf of the Commonwealth of Australia
as represented by the Department of Climate
Change, Energy, the Environment and Water
ABN 63 575 932 849 (**Commonwealth**)

The Minister for Climate, Environment and
Water, a body corporate pursuant to section 7 of
the *Administrative Arrangements Act 1994* (SA),
as represented by the Department for
Environment and Water ABN 36 702 093 234
(**State**)

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Details

Parties

This Deed is made between:

1. The **Minister for the Environment and Water** for and on behalf of the **Commonwealth of Australia** as represented by the Department of Climate Change, Energy, the Environment and Water 63 573 932 849 of John Gorton Building, King Edward Terrace, Parkes ACT 2600, Australia (**Commonwealth**).
2. The **Minister for Climate, Environment and Water**, a body corporate pursuant to section 7 of the *Administrative Arrangements Act 1994* (SA), as represented by the **Department for Environment and Water** ABN 36 702 093 234 of Level 10, 81-95 Waymouth Street, Adelaide SA 5000, Australia (**State**).

Recitals

- A. The Commonwealth and the State (previously the Minister for Water Security for and on behalf of the Crown in right of the State of South Australia acting through the Department of Water, Land and Biodiversity Conservation) entered into a Water Management Partnership Agreement dated 4 November 2009 (**Agreement**).
- B. In accordance with clauses 5.1.1.b and 16.2.1 of the Agreement, the Parties agreed, completed and signed the *Water Management Solutions Program Project Schedule SA-11 to the South Australian and Commonwealth Water Management Partnership Agreement* dated 24 December 2018 (**Original Project Schedule**), thereby incorporating the Project Schedule into the Agreement.
- C. The Commonwealth and the State varied the Original Project Schedule on 26 August 2021 (First Variation).
- D. Following the Administrative Arrangements Order dated 23 June 2022, the Department of Climate Change, Energy, the Environment and Water (Department) has the responsibility for administering the Agreement on behalf of the Commonwealth.
- E. The Parties have agreed to amend the terms of the Original Project Schedule in accordance with this Deed (the second variation to the Original Project Schedule), including:
 - i. Adjust timeframes for deliverables on remaining milestones and payment amounts
 - ii. Administrative changes including the Department's name and contact details; and
 - iii. Extend completion date of the project to 31 December 2022.

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this Deed, except where the context otherwise requires, defined terms have the same meaning as given to them in the Agreement.

1.2 Interpretation

In this Deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or attachment is to a clause or paragraph of, or schedule or attachment to, this Deed, and a reference to this Deed includes any schedule or attachment;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to AUD, A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to the local time in Canberra, Australia;
- (g) a reference to a party is to a party to this Deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) headings are for ease of reference only and do not affect interpretation;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) a word or expression defined in the *Corporations Act 2001* (Cth) has the meaning given to it in the *Corporations Act 2001* (Cth);
- (l) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (m) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (n) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (o) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Deed or any part of it.

2. Variation to Agreement

With effect from the date of this Deed, the Agreement is varied by:

Replacing the “Water Management Solutions Program Project Schedule SA-11”, First Variation dated 26 August 2021, with the Project Schedule as set out in Attachment A to this Deed.

3. Reasons for Variation

The variation will:

- a. extend the date by which the State must develop the ICT-based business system from 31 December 2021 to 31 December 2022;
- b. amend Commonwealth department name in accordance with Administrative Arrangements Order of 23 June 2022; and
- c. add and adjust milestones and payments to reflect the project extension.

4. Payment acknowledgement

The parties acknowledge that the amount of \$ [REDACTED] (GST exclusive) has already been paid to the State as part of the Funds payable under the Agreement.

5. Continued force and effect of Agreement

The Agreement continues in full force and effect, as amended by this Deed.

6. Miscellaneous

6.1 Counterparts

This Deed may be executed in counterparts. All executed counterparts constitute one document.

6.2 Governing law and jurisdiction

This Deed is governed by the law of the Australian Capital Territory and each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.






6.3 Date of effect

The date of this Deed will be on and from the date that the Commonwealth signs the Deed.

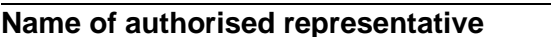
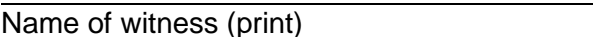




Execution page

Executed as a deed

SIGNED SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia as represented by the **Minister for the Environment and Water**

 The Hon Tanya Plibersek MP	Name of witness (print)
 Signature of authorised representative	 Signature of witness
 Date	 Date

SIGNED SEALED AND DELIVERED for and on behalf of the State of South Australia by the **Minister for Climate, Environment and Water**, a body corporate pursuant to section 7 of the *Administrative Arrangements Act 1994* (SA), as represented by the Department for Environment and Water by a duly authorised representative

 Name of authorised representative (print)	 Name of witness (print)
 Signature of authorised representative	 Signature of witness
 Date	 Date

ATTACHMENT A

Attachment A to Deed of Variation No.2

Water Management Solutions Program —
Project Schedule SA-11 to the South Australian
and Commonwealth Water Management
Partnership Agreement

Water Management Solutions Program
Project Schedule SA-11
to the South Australian and Commonwealth Water
Management Partnership Agreement

PROJECT SCHEDULE – SOUTH AUSTRALIAN PRIORITY PROJECT SA-11 - WATER MANAGEMENT SOLUTIONS PROGRAM

A. Terminology used in this Project Schedule

- A.1.1. Except where indicated in Item A.1.2, capitalised terms in this Project Schedule have the same meaning as in clause 18.4 of the *Water Management Partnership Agreement* between the Commonwealth and the State of South Australia dated 4 November 2009 (the Agreement).
- A.1.2. For the purpose of this Project Schedule, the terms specified in this item have the following meaning:
- a. “Australian Accounting Standards” means the accounting standards made by the Australian Accounting Standards Board under section 334 of the *Corporations Act 2001* (Cth);
 - b. “Australian Auditing Standards” means the auditing standards made by the Auditing and Assurance Standards Board under section 336 of the *Corporations Act 2001* (Cth);
 - c. “Budget” refers to a budget for expenditure of the Funding and State Contribution for the purposes of conducting the Project and performing obligations under this Project Schedule;
 - d. “Business Case” means the documents submitted by the State as per clause 5.1.3 of the Agreement to the Commonwealth to enable the Commonwealth to conduct a Due Diligence assessment of the Project in accordance with Clause 5.1.2.a of the Agreement;
 - e. “Clause” means a clause in the Agreement;
 - f. “Commonwealth” means the Commonwealth of Australia, as represented by the Minister for the Environment and Water, or for the purposes of project management in accordance with the Project Schedule means DCCEEW;
 - g. “Contractor” means any person contracted by the State, excluding employees of the State, to complete the aims and activities of the Project, and for the avoidance of doubt, includes the Supplier;
 - h. “DCCEEW” means the Department of Climate Change, Energy, the Environment and Water ABN 63 573 932 849 (or any other Department with responsibility for administering this Project Schedule from time to time);
 - i. “DEW” means the South Australian Department for Environment and Water ABN 36 702 093 234;
 - j. “Final Project Report for the Project” means the Project Report required to be provided under Item I.2 of this Project Schedule;
 - k. “Item” refers to an item in this Project Schedule;
 - l. “Parties” means the parties to this Project Schedule and the Water Management Partnership Agreement dated 4 November 2009, and namely the Commonwealth and the State;
 - m. “Program Plan” means an overarching plan developed by DEW which documents the approach for governance, risk and issue management,

project management framework, gateway approvals and a project plan Gantt chart;

- n. "Project" means the Priority Project as described in Item B in this Project Schedule that the State is required to undertake;
- o. "Project Activities" means the activities undertaken to complete the Project as outlined in the annual Workplans;
- p. "Project Budget" means the total Funding and State Contributions made available for expenditure on Project Activities;
- q. "Project Schedule" means this document;
- r. "Reporting Period" means the relevant period/s specified in the table at C.1.1;
- s. "State" means the State of South Australia as represented by DEW (or any other Department with responsibility for administering this Project Schedule from time to time);
- t. "Supplier" means the provider of the software licence, maintenance and related services for the ICT-based business system developed under the Project;
- u. "Workplan" means a document that states what Project Activities and outputs will be undertaken to achieve the Project. Item B.4 of this Project Schedule describes the minimum requirements for a Workplan.

B. Priority Project SA-11 (Water Management Solutions Program)

B.1. Summary and Duration of the Project

- B.1.1. The Commonwealth has agreed to provide a maximum amount of \$13,232,407 (GST exclusive) of Funding for the Water Management Solutions Program.
- B.1.2. Subject to Item B.1.1, the State is required to provide State Contributions to this Project equal to 10 percent of the Project Cost for this Project as specified in Item D.
- B.1.3. This Priority Project must be completed by 31 December 2022, with the exception of project closure activities which must be completed within 90 days of this date.
- B.1.4. The State will, unless otherwise agreed in writing between the Parties:
 - a. develop an ICT-based business system, by no later than 31 December 2022, that will:
 - i. be customer-focused and provide remote management of dealings relating to the State's water register;
 - ii. provide context rich and real-time data related to customer accounts, enabling real-time trade and timely, accurate and customised system reporting; and
 - iii. otherwise comply with the requirements of this Project Schedule; and

- b. complete any other requirements set out in this Project Schedule, including in relation to reporting, by the dates specified in this Project Schedule and where appropriate, the Agreement.

B.1.5. The Parties acknowledge and agree that:

- a. the State determined to commence work on the Project in July 2017 following discussions between the Commonwealth and South Australian Water Ministers and prior to:
 - i. the Commonwealth providing written confirmation to the State that the Business Case satisfies the due diligence criteria under the Agreement on 11 July 2017; and
 - ii. any decision by the Commonwealth to provide Funding for the Project;
- b. the Commonwealth has agreed to provide Funding to the State to deliver the Project in accordance with the terms of this Project Schedule and the Agreement; and
- c. the State confirms that its delivery of the Project during the period prior to commencement of this Project Schedule is consistent with the applicable terms of this Project Schedule.

B.2. Aim and Outcomes of the Project

B.2.1. The aim of the Project is to replace and streamline the State's current water management and accounting business systems and processes to:

- a. assist the State to meet its regulatory reporting requirements, including under the *Water Act 2007* (Cth) and subsidiary legislative instruments;
- b. improve intra and interstate water trading by reducing trading times and provide seamless data interfaces between the South Australian, New South Wales and Victorian water management and accounting systems;
- c. provide water reliant industries and communities with the flexibility to buy and sell water when it is needed; and
- d. deliver dynamic real-time data to water users, stakeholders and governments to enable timely, evidence-based decisions.

B.3. Project Requirements

B.3.1. The State agrees to ensure that the Project is undertaken in accordance with the requirements of this Project Schedule and the agreed annual Workplans.

B.3.2. The State agrees:

- a. that it has sole responsibility for managing the implementation of the Project, with the Commonwealth not required to perform any aspects of the Project;
- b. that it is responsible for ensuring the proper and efficient conduct of the Project;
- c. that there is proper and efficient monitoring, auditing and reporting of expenditure against the Project Budget (Item D.1) and delivery of the

Project Activities, and to keep the Commonwealth informed of the progress of the Project;

- d. that, if requested, it will give the Commonwealth access to the State's relevant records and personnel, to enable the Commonwealth to conduct audits and reviews by a person appointed by the Commonwealth, of any aspect of the Project;
- e. to ensure that any contracts between the State and Contractors contain a clause which requires Contractors to give the Commonwealth access to records and personnel, to enable the Commonwealth to conduct audits, and activity reviews, by a person appointed by the Commonwealth, of any aspect of the Project, including verifying the carrying out of Project Activities for which Funding or State Contribution has been paid;
- f. that appropriate governance arrangements are in place for the Project;
- g. that all aspects of the Project will be carried out in accordance with all applicable laws (including, but not limited to, workplace health and safety), all applicable Australian standards and will align with and support the Australian Government Digital Transformation Office's Digital Transformation Agenda;
- h. that it is responsible for meeting the Milestones described in Item C.1.1;
- i. that it is responsible for ensuring that Project Reports, the Final Project Report and Audited Financial Reports in respect of the Project are provided to the Commonwealth;
- j. to hold the Funds in a separate interest-bearing bank account which the State solely controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia and established solely for the purposes of accounting for, and administering, any Funding and interest earned on Funding provided under this Project Schedule;
- k. to provide evidence of its compliance with this Item B, consistent with Item I (Project Reports);
- l. to ensure that all Contractors maintain appropriate insurance, including;
 - i. workers compensation insurance as required by law;
 - ii. public liability insurance; and
 - iii. professional indemnity insurance;
- m. to ensure that the Project Budget is spent in accordance with Item D.1; and
- n. to develop a gateway approval process as required by the Commonwealth's due diligence assessment of the Project.

B.3.3. The Commonwealth will:

- a. make timely payments in accordance with agreed Milestones, at Item C.1.1, where the State has, to the Commonwealth's satisfaction, met the Payment Preconditions; and

- b. if it considers it necessary, undertake audits of the Project at the Commonwealth's cost.

B.3.4. The Commonwealth and State agree that:

- a. this Project Schedule may be signed by the Parties in two counterparts, in which case, the two counterparts together will be taken to constitute the one Project Schedule;
- b. for the purposes of Clause 16.1 and as specified in Clause 16.1.2 of the Agreement, a variation to this Project Schedule may be signed for and on behalf of the Commonwealth, with the addition that a variation may be signed for and on behalf of the State by its relevant Minister or an authorised State official; and
- c. the Project Budget will be capped at a maximum of \$14,702,675 (GST exclusive), with any cost overruns above this amount the sole responsibility of the State, unless otherwise agreed in writing between the Parties in accordance with Clause 16 of the Agreement.

B.4. Annual Workplans

B.4.1. The State agrees to prepare annual Workplans, consistent with the Water Management Solutions Program Plan, to be used as the basis for Project Reports. The Workplans must be approved by DCCEEW.

B.4.2. The annual Workplans at a minimum must include:

- a. a description of the Project Activities, and outputs to be achieved for each Reporting Period;
- b. a detailed budget against Project Activities; and
- c. an indicative budget for the out years as per the Project Costs.

B.4.3. The State agrees to provide the Commonwealth with the annual Workplans in accordance with C.1.1.

B.4.4. The Commonwealth agrees to provide the State with a response to the annual Workplans within 20 Business Days of the receipt of the Workplan.

B.4.5. For the avoidance of doubt, if there is any inconsistency between the Workplans and this Project Schedule, this Project Schedule prevails to the extent of the inconsistency.

C. Project Milestones

C.1.1. The Milestones, Reports and Payments for the Project are set out in the following table.

Milestone	Reporting Period	Project Report Type	Milestone Due Date	State Payment (excl GST)	Commonwealth Payment (excl GST)	Total (excl GST)	Payment Preconditions
0	N/A	N/A	N/A	██████	██████	██████	Signing of Project Schedule by both Parties.
1	N/A	Program Plan and Workplan	4/2/2019 Completed	██████	██████	██████	Program Plan and 2018-19 Workplan provided to the Commonwealth within 6 weeks of signing of this Project Schedule.
2	Project commencement to 31/12/2018	Project	18/02/2019 Completed	██████	██████	██████	Provision of a Project Report that contains the information specified in Item I of this Project Schedule for the Reporting Period, to the satisfaction of the Commonwealth.
3	N/A	Workplan	31/05/2019 Completed	██████	██████	██████	2019-20 Workplan provided to the Commonwealth no later than 31 May 2019.
4	01/01/2019 to 30/06/2019	Project	12/08/2019 Completed	██████	██████	██████	Provision of a Project Report that contains the information specified in Item I of this Project Schedule for the Reporting Period, to the satisfaction of the Commonwealth.
5	01/07/2019 to 31/12/2019	Project	17/02/2020 Completed	██████	██████	██████	Provision of a Project Report that contains the information specified in Item I of this Project Schedule for the Reporting Period, to the satisfaction of the Commonwealth.
6	N/A	Workplan	31/05/2020 Completed	██████	██████	██████	2020-21 Workplan provided to the Commonwealth no later than 31 May 2020.
7	N/A	Workplan	31/05/2021 Completed	██████	██████	██████	2021-22 Workplan provided to the Commonwealth no later than 31 May 2021.
8	1/1/2020 to 30/06/2020	Project	30/06/2021 Completed	██████	██████	██████	Provision of a Project Report that contains the information specified in Item I of this Project Schedule for the Reporting Period, to the satisfaction of the Commonwealth.
9	01/07/2020 to 31/12/2021	Project	10/07/2021 Completed	██████	██████	██████	Provision of a Project Report that contains the information specified in Item I1.1 of this Project Schedule for the Reporting Period, to the satisfaction of the Commonwealth.
10	01/01/2021 to 30/06/2021	Project	31/08/2021 Completed	██████	██████	██████	Provision of a Project Report that contains the information specified in Item I1.1 of this Project Schedule for the Reporting Period, to the satisfaction of the Commonwealth.
11	N/A	Workplan	31/07/2022	██████	██████	██████	2022-23 Workplan provided to the Commonwealth no later than 31 July 2022.
12	01/07/2021 to 30/6/2022	Project	30/09/2022	██████	██████	██████	Provision of a Project Report that contains the information specified in Item I1.1 of this Project Schedule for the Reporting Period, to the satisfaction of the Commonwealth.
13	01/07/2022 to 31/12/2022	Project	14/01/2023	██████	██████	██████	Provision of a Project Report that contains the information specified in Item I1.1 of this Project Schedule for the Reporting Period, to the satisfaction of the Commonwealth.
14	Project commencement to completion	Final Project Report	As per Item I.2.1	██████	██████	██████	Provision of a Final Project Report that contains the information specified in Item I.2 of this Project Schedule, to the satisfaction of the Commonwealth.
TOTAL				\$1,470,268	\$13,232,407	\$14,702,675	

D. Project Cost

D.1. Project Budget

D.1.1. The maximum GST exclusive Project Cost for this Project (unless otherwise agreed in writing between the Parties in accordance with Clause 16 of the Agreement) is \$14,702,675 as detailed in the following table:

Items	Cost (GST exclusive)
State Project Management and Implementation Support Costs	██████████
Supplier Implementation Costs	██████████
ICT Infrastructure Costs	██████████
Total Project Budget	\$14,702,675

D.2. Contribution Components of Project

D.2.1. The Parties agree to the following contribution components for the Project, unless otherwise agreed in writing between the Parties in accordance with Clause 16 of the Agreement:

Contribution	Maximum Contribution (GST exclusive)
Commonwealth Funding	\$13,232,407
State Contribution	\$1,470,268
Total Project Budget	\$14,702,675

D.3. State Contribution

D.3.1. The State agrees to provide cash contributions to this Project.

D.3.2. For the avoidance of doubt, any Funding that the State has received from the Commonwealth is not to be included as part of the State Contribution in Item D.3.1.

E. Transfer of Water Entitlements

E.1.1. Not required.

F. Sharing Actual Water Savings additional to Agreed Water Savings

F.1.1. Not required.

G. Agreement Material and Existing Material relating to this Project

G.1.1. Not required.

H. Indemnity

H.1.1. Notwithstanding any other provision of this Project Schedule, the State agrees to indemnify, and keep indemnified, the Commonwealth against any cost, liability, loss or expense incurred by the Commonwealth in dealing with any third party (including Commonwealth Personnel) claims against the Commonwealth, which includes without limitation the Commonwealth's legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, and disbursements paid by the Commonwealth, arising from any act or omission by the State or its Personnel in connection with the Project specified in this Project Schedule.

H.1.2. The State's liability to indemnify the Commonwealth under this Item H will be reduced proportionally to the extent that any fault on the Commonwealth's part contributed to the relevant cost, liability, loss or expense. In this Item H.1.2 'fault' means any reckless, negligent or unlawful act or omission or wilful misconduct.

H.1.3. The indemnity in this Item H is in addition to, and not exclusive of, any other right, power or remedy provided to the Commonwealth by law, but the Commonwealth is not entitled to be compensated in excess of the relevant cost, liability, loss or expense.

I. Project Reports

I.1. Project Reports

I.1.1. The State agrees to provide the Commonwealth with a Project Report after the end of each Reporting Period and by the date specified in Item C.1.1. The Project Report must include evidence of project management and contract management activities, progress and performance of the Project, and financial management. Each Project Report must also contain the following:

- a. a description of actual performance of the Project including information regarding progress towards and/or completion of Project Activities, outputs and milestones set out in the Workplan for the relevant Reporting Period;
- b. summary information about the Project Activities that are to be, and have been, undertaken for the Project;
- c. an income and expenditure statement of the Funding and State Contributions for the Project for the Reporting Period against the Project Budget specified in Item D.1 of this Project Schedule;
- d. a statement of the interest earned by the State on the Funds provided for the Project;
- e. any promotional activities undertaken by the State in relation to, and media coverage of, the Project (as relevant), during the period and any proposed promotional activities during the next period; and

- f. any other items that are agreed by the State and the Commonwealth to be included in the Project Report, where it can reasonably be expected that such information has been collected or may be collected in the future.

I.1.2. The Commonwealth's approval of each Project Report specified in Item C.1.1 is required.

I.2. Final Project Report

I.2.1. The Final Project Report for the Project is due within the earliest of:

- a. 90 days from the project completion date in Item B.1.3.; or
- b. 90 days from the date of termination of the Agreement or this Project Schedule.

I.2.2. The Final Project Report will be a stand-alone document that can be used for public information dissemination purposes regarding the Project that:

- a. describes the conduct, benefits and outcomes of the Project as a whole;
- b. evaluates the Project, including assessing the extent to which the aims (refer Item B.2) of the Project have been achieved and, if applicable, explaining why any aspect of the Project was not achieved;
- c. provides detailed financial information regarding the total Project Budget, Funding and State Contribution for the Project;
- d. summarises all promotional activities undertaken in relation to, and media coverage of, the Project;
- e. includes a discussion of any other reasonable matters, relating to the Project, which the Commonwealth notifies the State should be included in the Final Project Report for the Project at least 30 Business Days before it is due; and
- f. includes any other items that are agreed by the State and the Commonwealth where it can reasonably be expected that such information has been collected, or may be collected, during the Project duration.

I.2.3. The Final Project Report should be accompanied by a separate document that contains a certified income and expenditure statement signed by the Chief Finance Officer, Department for Environment and Water that clearly identifies:

- a. the State's receipt and expenditure of the Funding for the Project, and confirms the amount of Funding that was expended by the State in accordance with this Project Schedule;
- b. the State's receipt and expenditure of any interest earned by the State on the Funding and State Contributions;
- c. the receipt and expenditure of any State Contributions provided by the State for the Project;
- d. any cost savings or cost overruns for the Project; and

- e. the amount, if any, of Funds paid to the State and the amount of any State Contributions that the State has not spent on the Project in accordance with the Agreement.

I.3. Audited Financial Reports

- I.3.1. Audited Financial Reports are to be provided for the Project as specified in Schedule 4 Item C of the Agreement.

J. Payment Schedule for Commonwealth Funding for the Project

- J.1.1. Consistent with Item D.2, the maximum amount of Funds payable by the Commonwealth to the State in respect of the Project is \$13,232,407 (GST exclusive) unless otherwise agreed in writing between the Parties in accordance with Clause 16 of the Agreement. The Funds shall be paid in instalments, as specified in Item C.1.1, and on the completion of the Payment Preconditions. Each payment of Funds is due on or after the date set out in Item C.1.1 and after the State is assessed as having completed all of the Payment Preconditions relating to that payment and has provided the Commonwealth with a Project Report to the reasonable satisfaction of the Commonwealth.
- J.1.2. The Payment Preconditions for each payment of Funds for Milestones under this Project Schedule are:
 - a. conformance with all the requirements for the Project specified in this Project Schedule, including the completion of the Milestone(s) specified in this Project Schedule for that payment of Funds;
 - b. the receipt and acceptance by the Commonwealth of the relevant Project Report as per this Project Schedule and all previous Reports required under this Project Schedule; and
 - c. for the avoidance of doubt, where there is delayed achievement of Milestones, subject to the continuing availability of appropriation funding for this purpose in the relevant financial period, the Commonwealth may make payments of Funds in relation to delayed achievements of relevant Milestones.