

# ATTACHMENT A

*Attachment A to the Second Deed of  
Variation*

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Flows for the Future Schedule SA-10 to the  
South Australian and Commonwealth Water  
Management Partnership Agreement

**Flows for the Future**  
**Schedule SA-10 to the South Australian**  
**and Commonwealth Water Management**  
**Partnership Agreement**

## SCHEDULE 2 – SOUTH AUSTRALIA PROJECT SA-10 – FLOWS FOR THE FUTURE PROJECT SCHEDULE

### A. Terminology used in this Project Schedule

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- 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 and Project Schedule only, the terms specified in this item have the following meaning:
- a. Attachment: means an attachment to this Project Schedule;
  - b. Adjustment Implementation Committee: refers to the interjurisdictional committee established by the Basin Officials Committee responsible for strategic oversight of the delivery of the package of notified supply and constraints adjustment measures;
  - c. Business Case: means the Business Case submitted to the Commonwealth, including the amendment to this Business Case made through Supplementary Information and the State's formal response to the Draft Due Diligence Report submitted to the Commonwealth under clause 5.1.2.c of the Agreement. Where there is a conflict between these documents, the last of these documents submitted to the Commonwealth will prevail to the extent of any inconsistency;
  - d. Construction Contract: means any contract that the State has with its subcontractors for the construction of Works;
  - e. Department of Agriculture, Water and the Environment: means the Commonwealth Department of Agriculture, Water and the Environment (formerly known as the Department of Agriculture) or other departments or agencies that has from time to time had responsibility for this Agreement, and includes its Personnel and successors;
  - f. DEW: means the South Australian Department for Environment and Water;
  - g. Due Diligence Report: means the Department of Agriculture Report titled *Final Due Diligence Assessment Report of the Flows for the Future Business Case*, November 2016;
  - h. EMLR WRA: Eastern Mount Lofty Ranges Water Resource Area as defined in the Murray-Darling Basin Plan. It includes two Prescribed Water Resource Areas declared under the *SA Natural Resources Management Act 2004*: the Marne Saunders; and the Eastern Mount Lofty Ranges. Throughout this document the project area is referred to as the EMLR WRA;
  - i. Eligible Participant: a landholder deemed eligible to participate in this Project.
  - j. Evaluation Report: a report required after completion of the Project in accordance with Item I.6;
  - k. Financial Reporting Template: means the template referred to at Attachment E for the purposes of progress Reporting in accordance with the Annual Workplans and in accordance with Item I.2.1.b;
  - l. Final Report: in accordance with Item I.4. This also includes the Interim Final Report;

- m. Gateway Review: means the 'Flows for the Future Gateway Review – Phase 1 and 2' including any supplementary information provided by the State, and assessed by the Department of Agriculture 'Gateway review process for Supply and Constraints Measures';
- n. Interest: interest accrued pursuant to clause 6.1.9 of the Agreement and forms part of the Funds for works;
- o. Outcome: means the measurable benefits or other long term changes as per Item B.2 that are sought from undertaking the Project and individual Works;
- p. Program Management and Corporate Overheads: means the costs associated with DEW overheads including operating costs, overheads and staffing;
- q. Proponent: means a landholder who has entered into a funding deed with the DEW in relation to this Project Works.
- r. Project: means Flows for the Future State Project SA-10;
- s. Project Milestone: means a milestone for the completion of the Project;
- t. Project Review Report: a report required in accordance with Item I.3 to review Project progress and due by 31 October 2021;
- u. Subcontractor: means an organisation which is engaged by the State under a binding agreement to assist with the delivery of the Project Milestones for this Project;
- v. Sustainable Diversion Limit (SDL) Adjustment Mechanism: means the mechanism outlined in Chapter 7, *The Murray-Darling Basin Plan*.
- w. Workplan: means a document that states what activities will be undertaken to achieve identified aims and outcomes, as identified in Attachment A. Item B.4.2 outlines the minimum requirements of a Workplan under this Project Schedule;
- x. Works: means any part of this Project that comprises construction and installation activities, including the construction and building activities specified in Attachment A to this Project Schedule;
- y. Works Locations: means the locations where the Works are to be undertaken including any premises in, or land on, which those Works are to be constructed or installed; and
- z. Works Purposes: means use of the Works in a manner consistent with the aims and objectives of the Project.

## **B. State Project SA-10: Flow for the Future Project**

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### **B.1. Summary and duration of the Project**

- B.1.1. This Project is being delivered through two phases with both phases being funded through the Sustainable Rural Water Use and Infrastructure Program.
- B.1.2. The Project forms part of the package of supply and constraint measures notified by the Basin Officials Committee on the 22 June 2017, for the Sustainable Diversion Limits (SDL) Adjustment Mechanism and for the relaxation of constraints to the delivery of environmental water.
- B.1.3. The Commonwealth has agreed to provide a maximum amount of \$32,562,234 (excluding GST) of Funding to the State under this Project Schedule for the Flows for the Future Project.
- B.1.4. Subject to Item D.3 the State is required to provide State Contributions of \$1,348,678 to this Project.

B.1.5. The Flows for the Future Project commences on 30 November 2016 and must be completed by 31 December 2023.

**B.2. Aim and Outcomes of this Project**

B.2.1. The aim of the project is to reinstate more natural flow patterns in the EMLR, particularly during periods of low flow, in order to keep these catchments healthy.

B.2.2. The Outcome of the Project is to treat up to 1,100 sites to restore low flows to improve catchment health in the EMLR WRA, return, on average, up to 1.6 gegalitres (GL) per annum to the EMLR creeks system and to increase flows to the River Murray and Lower Lakes, with a projected long term average annual contribution of up to 1.3 GL. The long term average annual contribution has been modelled as part of the package of notified supply and constraint measures endorsed by the Murray-Darling Basin Ministerial Council for the SDL Adjustment Mechanism.

**B.3. Project Requirements**

B.3.1. The State agrees that:

- a. this Project will be completed in accordance with:
  - i. the parts of the Business Case approved by the Commonwealth Minister, as described in the Due Diligence Report;
  - ii. supplementary information provided by South Australia as part of the Gateway Review; and
  - iii. deliverables as set out in Attachment A;
- b. it is responsible for meeting the Project Milestones and timeframes for this Project that are specified in this Project Schedule;
- c. it is responsible for ensuring the proper and efficient conduct of this Project, in accordance with this Project Schedule, and also in accordance with the conduct and conditions set out in Attachment A;
- d. it will ensure appropriate monitoring, auditing and reporting of expenditure against the project cost to enable the Commonwealth to be informed on the progress and outcomes of this Project;
- e. it will comply, and ensure its Eligible Participants, Proponents and subcontractors comply, with all requirements of the Building Code as set out in Attachment B to this Project Schedule;
- f. it will comply, and ensure its Eligible Participants, Proponents and subcontractors comply, with all requirements of the Work Health and Safety Act 2011 as set out in Attachment C to this Project Schedule;
- g. it will ensure its Eligible Participants, Proponents and subcontractors comply, with all requirements of the *Australian Government Building and Construction WHS Accreditation Scheme* as set out in Attachment D to this Project;
- h. consistent with clause 14 of the Agreement, the State will seek the agreement of the Commonwealth before the release of any publicity material in relation to this Project, and will consider the terms of this Agreement and potential impact of the package of supply and constraints measures on the nature and content of any events, announcements, promotional material or publicity relating to this Project and the package of measures. The roles of both Parties will be acknowledged and recognised appropriately;

- i. if requested by the Commonwealth, it will facilitate the Commonwealth's access to the State's records, contracts and personnel or a subcontractor's records to enable the Commonwealth to conduct its own independent audit or review of any aspect of this Project;
- j. it will establish an intergovernmental working group to regularly communicate progress of the conduct of this Project via regular teleconferences and at least quarterly meetings with information to be provided to the person or persons nominated from time to time by the Commonwealth. Terms of Reference for the intergovernmental working group will be agreed by the parties within two months of signing this Project Schedule;
- k. indemnifies the Commonwealth against any environmental or other third party damage caused by project activities within their contracts;
- l. provides evidence of warranties protecting the Commonwealth when requested and where required; and
- m. there will be no allocation of responsibility to the Commonwealth for any legal contracts or like arrangements.

B.3.2. The State also agrees to ensure that the:

- a. Works Locations and the completed Works (as specified in Attachment A) are used for, and are fit to be used for, the purposes of this Project;
- b. Works are constructed at the Works Locations specified in this Project Schedule in Attachment A; and
- c. Works Locations and the Works, (both during and after their completion) are safeguarded against damage and unauthorised use at all times.

B.3.3. If a third party has proprietary or other rights in relation to the Works Location(s), the State agrees prior to commencing any Works on a site to:

- a. enter into binding written agreements with the third party agreeing to:
  - i. the site of work;
  - ii. the work to be undertaken; and
  - iii. access to the site for evaluation/audit.
- b. not to do anything that would give a third party a right to rescind their agreement.

B.3.4. The State agrees to ensure that its subcontractors involved in the performance of the Works take out and maintain insurance that adequately covers the fixed and contingent obligations of those organisations under their Construction Contracts as well as liability for death and injury of persons employed by those organisations.

B.3.5. The State agrees to ensure that each Construction Contract contains an undertaking on terms sufficient to ensure the due and proper performance of the Construction Contract and the State agrees to ensure that any such undertaking is enforced as and when necessary to ensure that the Construction Contract is so performed.

B.3.6. The State agrees that the use of any Interest that the State earns on the Funding between 30 November 2016 and 31 December 2019 will be consistent with Clause 6.1.9 of the Agreement.

- B.3.7. The Commonwealth and State agree that:
- a. this Project will be carried out, and the Works Locations and completed Works will be used, in accordance with all applicable laws and regulations (including, but not limited to, planning, environmental, occupational health and safety, building and regulatory approvals), in particular the *Environmental Protection and Biodiversity Conservation Act 1999* (Cth) and the *Native Title Act 1993* (Cth) and *Natural Resources Management Act 2004* (SA), and all applicable Australian standards;
  - b. 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;
  - c. for the purposes of clause 16.1 of the Agreement, a variation to this Project Schedule may be signed for and on behalf of the Commonwealth as specified in clause 16.1.2, 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;
  - d. this Project, including all Project Works/Activities, and Program and Corporate Overheads will be managed by the State in accordance with this Project Schedule; and
  - e. Commonwealth Funding will be capped at a maximum of \$32,562,234 with any costs overruns the sole responsibility of the State.
- B.3.8. The State acknowledges that it, and not the Commonwealth, is responsible for managing and performing this Project and that the Commonwealth has no responsibility for performing any aspect of this Project, other than undertaking its approval role (as specified elsewhere in this schedule), payment of milestones (when milestone criteria satisfactorily meet) and participation in governance groups and meetings as required.

#### **B.4. Annual Workplans**

- B.4.1. The State is required to prepare Annual Workplans, to be used as the basis for progress reporting outlined in Item I.2. for the project period, which together will cover the life of the project.
- B.4.2. The Annual Workplans at a minimum must include:
- a. a description of how the work is to achieve the Outcomes;
  - b. outputs for the reporting period that contribute to the achievement of the deliverables;
  - c. detailed budget for the relevant year that complies with the relevant Activities listed in Attachment A;
  - d. indicative budget for the out years as per the project Budget lines outlined in Attachment A;
  - e. financial reporting template that meets the requirements of items I.2.1.b and I.2.1.e based on the template in Attachment E; and
  - f. an overview that provides certainty that the timing of planned Activities for the relevant financial year contributes to both Activities achieved to date and for the out years for the project.
- B.4.3. Annual Workplans for the purposes of this Project Schedule must be approved by the Commonwealth.
- B.4.4. The State agrees to provide to the Commonwealth Annual Workplans by 31 March of each year for the work to be undertaken in the following financial year.

- B.4.5. The Commonwealth agrees to consider the Annual Workplans and provide the State with a response to the Annual Workplans within 20 Business Days of the receipt of the Annual Workplans.
- B.4.6. For the avoidance of doubt, if there is any inconsistency between an Annual Workplan and this Project Schedule, this Project Schedule prevails to the extent of the inconsistency.

**C. Project Milestones**

C.1.1. The Project Milestones for the Project Elements are set out in the following table:

<b>Project Milestone Number</b>	<b>Project Milestone</b>	<b>Date Due</b>
1.	Signing of this Project Schedule by the State and Commonwealth	On signing
2.	Undertake a project planning workshop involving relevant Commonwealth and State officers to inform the development of the 2016-17 Workplan and project implementation plan. Provision of the 2016-17 Workplan, a project implementation plan, and revised project budget and governance, to the satisfaction of the Commonwealth.	30 March 2017 (Completed)
3.	Provision of Progress Report 1 (covering the period project commencement to 30 June 2017) that contains the information specified in Item I.2 of this Project Schedule demonstrating the completion of deliverables/milestone as per the approved annual Workplan and financial statement for the reporting period; and to the satisfaction of the Commonwealth.	30 September 2017 (Completed)
4.	Provision of Progress Report 2 (covering the period 1 July 2017-31 December 2017) that contains the information specified in Item I.2 of this Project Schedule demonstrating the completion of deliverables/milestone as per the approved annual Workplan and financial statement for the reporting period; and to the satisfaction of the Commonwealth.	31 March 2018 (Completed)
5.	Provision of Progress Report 3 (covering the period 1 January 2018 to 30 June 2018) that contains the information specified in Item I.2 of this Project Schedule demonstrating the completion of deliverables/milestone as per the approved annual Workplan and financial statement for the reporting period; and to the satisfaction of the Commonwealth.	30 September 2018 (Completed)
6.	Provision of Progress Report 4 (covering the period 1 July 2018 to 31 December 2018) that contains the information specified in Item I.2 of this Project Schedule demonstrating the completion of deliverables/milestone as per the approved annual Workplan and financial statement for the reporting period; and to the satisfaction of the Commonwealth.	31 March 2019 (Completed)
7.	Provision of Progress Report 5 (covering the period 1 January 2019 to 30 June 2019) that contains the information specified in Item I.2 of this Project Schedule demonstrating the completion of deliverables/milestone as per the approved annual Workplan and financial statement for the reporting period and which meets the Commonwealth's satisfaction.	30 September 2019
8.	Signing of this Second Variation to the Project Schedule by the State and Commonwealth	On signing



<b>Project Milestone Number</b>	<b>Project Milestone</b>	<b>Date Due</b>
9.	Provision of Progress Report 6 (covering the period 1 July 2019 to 31 December 2019) that contains the information specified in Item I.2 of this Project Schedule demonstrating the completion of deliverables/milestone as per the approved annual Workplan and financial statement for the reporting period and which meets the Commonwealth's satisfaction.	31 March 2020
10.	Provision of an Interim Final Report that contains the information specified in Item I.4 of this Project Schedule and reporting on Works undertaken between 30 November 2016 and 31 December 2019; and to the satisfaction of the Commonwealth.	31 March 2020
11.	Provision of Progress Report 7 (covering the period 1 January to 30 June 2020) that contains the information specified in Item I.2 of this Project Schedule demonstrating the completion of deliverables/milestone as per the approved annual Workplan and financial statement for the reporting period and which meets the Commonwealth's satisfaction.	30 September 2020
12.	Provision of Progress Report 8 (covering the period 1 July to 31 December 2020) that contains the information specified in Item I.2 of this Project Schedule demonstrating the completion of deliverables/milestone as per the approved annual Workplan and financial statement for the reporting period and which meets the Commonwealth's satisfaction.	31 March 2021
13.	Provision of Progress Report 9 (covering the period 1 January to 30 June 2021) that contains the information specified in Item I.2 of this Project Schedule demonstrating the completion of deliverables/milestone as per the approved annual Workplan and financial statement for the reporting period and which meets the Commonwealth's satisfaction.	30 September 2021
14.	Provision of Project Review Report which is consistent with the terms of reference / scope agreed between Parties and which meets the Commonwealth's satisfaction.	31 October 2021
15.	Provision of Progress Report 10 (covering the period 1 July to 31 December 2021) that contains the information specified in Item I.2 of this Project Schedule demonstrating the completion of deliverables/milestone as per the approved annual Workplan and financial statement for the reporting period and which meets the Commonwealth's satisfaction.	31 March 2022
16.	Provision of Progress Report 11 (covering the period 1 January to 30 June 2022) that contains the information specified in Item I.2 of this Project Schedule demonstrating the completion of deliverables/milestone as per the approved annual Workplan and financial statement for the reporting period and which meets the Commonwealth's satisfaction.	30 September 2022
17.	Provision of Progress Report 12 (covering the period 1 July to 31 December 2022) that contains the information specified in Item I.2 of this Project Schedule demonstrating the completion of deliverables/milestone as per the approved annual Workplan and financial statement for the reporting period and which meets the Commonwealth's satisfaction.	31 March 2023

<b>Project Milestone Number</b>	<b>Project Milestone</b>	<b>Date Due</b>
18.	Provision of Progress Report 13 (covering the period 1 January to 30 June 2023) that contains the information specified in Item I.2 of this Project Schedule demonstrating the completion of deliverables/milestone as per the approved annual Workplan and financial statement for the reporting period and which meets the Commonwealth's satisfaction.	30 September 2023
19.	Provision of Progress Report 14 (covering the period 1 July to 31 December 2023) that contains the information specified in Item I.2 of this Project Schedule demonstrating the completion of deliverables/milestone as per the approved annual Workplan and financial statement for the reporting period and which meets the Commonwealth's satisfaction.	31 January 2024
20.	Provision of: <ul style="list-style-type: none"> <li>a. a Final Report that contains the information specified in Item I.4 of this Project Schedule and reporting on Works undertaken between 30 November 2016 and 31 December 2023 and to the satisfaction of the Commonwealth;</li> <li>b. the Evaluation Report that contains the information specified in Item H.6. of this Project Schedule with the content and in the format agreed between parties and to the satisfaction of the Commonwealth; and</li> <li>c. an Audited Financial Report covering the period 1 January 2020 to 31 December 2023 .</li> </ul>	31 March 2024

#### **D. Project Cost**

##### **D.1. Project Cost**

D.1.1. The maximum GST exclusive Project Cost for this Project is \$33,910,912 as detailed in the following table.

<b>Activity</b>	<b>Funding</b>	<b>State Contribution</b>	<b>Total Project Cost</b>
Project delivery/technical requirement	██████████	██████████	██████████
Construction/installation grants	██████████	██████████	██████████
Program Management and Corporate Overheads Costs	██████████	██████████	██████████
<b>Total</b>	<b>\$32,562,234</b>	<b>\$1,348,678</b>	<b>\$33,910,912</b>

##### **D.2. Contribution Components of Project**

D.2.1. The maximum GST exclusive Funding and State Contributions to the Project Cost for the Project (as specified in Item D.1) are set out in the following table:

<b>Contribution</b>	<b>Maximum Contribution (\$)</b>
Commonwealth Funding	\$32,562,234
State Contributions	\$1,348,678
<b>Project Cost as set out in Item D.1.1</b>	<b>\$33,910,912</b>

**D.3. State Contributions**

D.3.1. The State agrees to provide the following cash contributions to the total Project Cost for this Project at the following times:

<b>Milestone by which State Contribution is to be provided</b>	<b>GST exclusive amount of State Contribution</b>
Upon completion of Project Milestone 1.	██████████
Upon completion of Project Milestone 2.	██████████
Upon completion of Project Milestone 3.	██████████
Upon completion of Project Milestone 4.	██████████
Upon completion of Project Milestone 5.	██████████
Upon completion of Project Milestone 6.	██████████
Upon completion of Project Milestone 7.	██████████
<b>Total State Contribution</b>	<b>\$1,348,678</b>

D.3.2. The State agrees that its State Contributions will not include any financial assistance that the State has received from the Commonwealth for this Project.

D.3.3. In Item D.3.2 financial assistance' means Commonwealth money received under any Commonwealth program.

**D.4. Other Contributions**

D.4.1. There are no other contributions for this Project

**D.5. Budget**

D.5.1. The State agrees to spend only the Funding and the State Contributions in accordance with Attachment A and as detailed in an approved Annual Workplan under Item B.4.

D.5.2. The Commonwealth is not responsible for the provision of any money or resources in excess of the Funds and the State agrees to bear all costs of completing this Project in accordance with this Project Schedule that exceed the amount of Funding payable by the Commonwealth.

D.5.3. The State acknowledges that the provision of Funding for this Project does not give rise to any Commonwealth obligation to fund any other proposals or expenditure arising from or in relation to the Project

**E. Transfer of Water Entitlements**

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E.1. Reserved

**F. Sharing Actual Water Savings additional to Agreed Water Savings**

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F.1. Reserved

**G. Agreement Material and Existing Material relating to this Project**

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G.1. Reserved

## **H. Indemnity**

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### **H.1. 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:

- a. in rectifying any environmental damage; or
- b. 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 right of the Commonwealth to be indemnified 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**

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### **I.1. Project Reports**

I.1.1. Further to clause 8 of the Agreement, the State agrees to provide the Commonwealth with all of the Reports specified in Item C at the times specified in Item C.1.1.

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

### **I.2. Progress Reports**

I.2.1. Each Progress Report must include the following (at a minimum):

- a. a description of work undertaken in respect of the Project up to and including the completion of the Project Milestone to which the Report relates that includes:
  - i. Project achievements to date, including evidence that each of the Project Milestones, including deliverables, have been met and where relevant is in accordance with agreed outputs as contained in the approved Annual Workplans;
  - ii. the outcomes of the Project that have been achieved to date. This includes a discussion of the extent to which the completed Works are being used for the purpose of the Project's outcomes; and
  - iii. an explanation of any difficulties or delays encountered to date in the performance of the Project, including the extent to which the Priority Elements' expected initial outcomes have not been met.
- b. a detailed statement of the State's receipt and expenditure of the Funds and the State Contributions to date for the Project, in accordance with the Financial Reporting Template in an approved Annual Workplan that meets the requirement of Attachment E and Item B.4 including Interest earned between 30 November 2016 and 31 December 2019 by the State on the Funds or State Contributions;

- c. details of all promotional activities undertaken in relation to, and media coverage of, the Project during the period that is the subject of the Report and any expected promotional opportunities, during the next reporting period of the Project;
- d. a description of the work that will be undertaken to complete the Project;
- e. a statement as to whether the Project is proceeding within the Project Cost and if it is not, an explanation as to why the Project Cost is not being met and the action the State proposes to immediately take to address this; and
- f. any other items that are agreed by the State and the Commonwealth to be included in the Progress Reports.

I.2.2. Progress reports provided under this Agreement may be provided to Murray-Darling Basin Authority to assess whether or not reconciliation adjustments are to be proposed in 2024 under section 7.11 of the Murray-Darling Basin Plan 2012.

### **I.3. Project Review Report**

- I.3.1. The State is required to undertake a Project review and provide a report on the findings of the review by 31 October 2021.
- I.3.2. The purpose of the Project review is to assess the progress of the Project outcomes against forecasted timing and expenditure.
- I.3.3. The terms of reference / scope of the Project review will be agreed by the Parties no later than 30 June 2021.

### **I.4. Final Project Report**

- I.4.1. The Final Project Report must be a stand-alone document that can be used for public information dissemination purposes regarding this Project.
- I.4.2. The Final Project Report for the Project is due within the earliest of:
  - a. 29 February 2024; or
  - b. 60 Business Days of the termination of the Agreement or this Project Schedule.
- I.4.3. In recognition of the two different phases of this Project, an Interim Final Report, which will cover the period 30 November 2016 to 31 December 2019, will be provided to the Commonwealth for comment by 31 March 2020
- I.4.4. For the avoidance of doubt, the Interim Final Report described in item I.4.3. of this Project Schedule is not a deliverable of this Project and the State will use best endeavours to meet the due date. The State will deliver the Final Project Report in accordance with the timeframes in item C.1.1.
- I.4.5. The Final Project Report must contain the following information:
  - a. a description of the conduct, benefits and outcomes of the Project as a whole;
  - b. an analysis of this Project, including assessing the extent to which the outcomes of the Project (as specified in Item B.2 of this Project Schedule) have been achieved and explaining why any aspect of the Project was not achieved;
  - c. high level financial information regarding the State's receipt and expenditure of the Funds and State Contributions to date, and any interest earned by the State on the Funds, for the entire period of the Project;
  - d. a summary of all promotional activities undertaken in relation to, and media coverage of, the Project;

- e. a discussion of any other matters, relating to the Project, which the Commonwealth notifies the State should be included in this Final Project Report at least 20 Business Days before it is due; and
  - f. any other information that is agreed by the State and the Commonwealth to be included in the Final Project Report.
- I.4.6. The Final Project Report should be accompanied by a separate document that contains a certified income and expenditure statement signed by the DEW Chief Finance Officer that clearly identifies:
- a. the State's receipt and expenditure of the Funding for this 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 this Project in accordance with this Agreement.

## **I.5. Audited Financial Reports**

- I.5.1. Audited Financial Reports are to be provided annually for the Project as specified in Schedule 4 Item C of the Agreement for Works undertaken between 30 November 2016 and 31 December 2019
- I.5.2. At the conclusion of the Project, an Audited Financial Report is to be provided for the Project as specified in Schedule 4 Item C of the Agreement for Works undertaken between 1 January 2020 and 31 December 2023.

## **I.6. Evaluation Report**

- I.6.1. An Evaluation Report is to be provided by the State that clearly demonstrates, throughout the period of 30 November 2019 to 31 December 2023:
- the extent to which the completed Works are being used for the Project outcomes as specified in Item B.2;
- the extent to which the Project has met, exceeded or fallen short of the Project outcomes as specified in Item B.2; and
- I.6.2. compares the actual implementation and outcome of the works (that is the actual level of increased flows going into the Murray-Darling Basin as a result of the low flow diversions in the EMLR WRA) to that proposed in the notification statement and business case for the project under the SDL adjustment mechanism; and any other items that are agreed by the State and the Commonwealth to be included in the SDL Project Completion Report
- I.6.3. As at the date of signing this Project Schedule, the parties note that the Adjustment Implementation Committee is considering the requirements for the SDL Project Completion Report for all notified SDL Adjustment Mechanism projects and that item I.6 may need to be varied to be consistent with the SDL Project Completion Report requirements determined by the Adjustment Implementation Committee.

**J. Payment Schedule for Commonwealth Funding for this Project**

**J.1. Payment Schedule**

J.1.1. The maximum GST exclusive amount of Funding for this Project is \$32,562,234 payable by the Commonwealth to the State as set out in the following table. The provision of all Funding is subject to the terms of clauses 6 and 17 of the Agreement:

<b>Payment Schedule for Commonwealth Funding</b>		
<b>Funding Payment Number</b>	<b>Payment Preconditions for Funding instalment*</b>	<b>Funding instalment (GST exclusive)</b>
1	Completion of Milestone No 1 – signing of the Original Project Schedule.	██████████
2	Completion of Milestone No 2 to the satisfaction of the Commonwealth.	██████████
3	Completion of Milestone No 3 to the satisfaction of the Commonwealth.	██████████
4	Completion of Milestone No 4 to the satisfaction of the Commonwealth.	██████████
5	Completion of Milestone No 5 to the satisfaction of the Commonwealth.	██████████
6	Completion of Milestone No 6 to the satisfaction of the Commonwealth.	██████████
7	Completion of Milestone No 7 to the satisfaction of the Commonwealth.	██████████
8	Completion of Milestone No 8 – signing of the Second Deed of Variation to the Original Project Schedule.	██████████
9	Completion of Milestone No 9 to the satisfaction of the Commonwealth	██████████
10	Completion of Milestone No 11 to the satisfaction of the Commonwealth.	██████████
11	Completion of Milestone No 12 to the satisfaction of the Commonwealth.	██████████
12	Completion of Milestone No 13 to the satisfaction of the Commonwealth.	██████████
13	Completion of Milestone No 15 to the satisfaction of the Commonwealth.	██████████
14	Completion of Milestone No 16 to the satisfaction of the Commonwealth.	██████████
15	Completion of Milestone No 17 to the satisfaction of the Commonwealth.	██████████
16	Completion of Milestone No 18 to the satisfaction of the Commonwealth.	██████████
17	Completion of Milestones No 20 to the satisfaction of the Commonwealth	Up to ██████████
<b>Total Commonwealth Funding</b>		<b>\$32,562,234</b>

\* A payment precondition for each funding instalment is that the State provides a tax invoice for the payment of Funds and the Commonwealth acceptance of that invoice.

<b>Flows for the Future Project</b>
<b>Description</b>
The Flows for the Future project proposes activities that reduce the interception of low flows and hence result in additional flows to riverine environments in the Eastern Mount Lofty Ranges (EMLR), including flows to the River Murray and to the Lower Lakes in South Australia.
<b>Outcomes</b>
To treat up to 1,100 sites to restore low flows to improve catchment health in the EMLR WRA, return (on average) up to 1.6 gigalitres (GL) per annum to the EMLR creeks system and to increase flows to the River Murray Lower Lakes, with a projected long term average annual contribution of up to 1.3 GL. The long term average annual contribution forms part of the package of notified supply and constraints measures under the SDL adjustment mechanism.
<b>Deliverables</b>
<p>This Project requires the State to:</p> <ul style="list-style-type: none"> <li>• implement the Flows for the Future project through bypassing low flows (installation of low-flow bypass devices) at up to 1,100 strategically located dams and/or water course diversions across the EMLR WRA.</li> <li>• develop a Communication Strategy (including communicating landholder Prescribed Water Resource Areas requirements) to increase community awareness and to encourage maximum voluntary participation in the program.</li> <li>• provide to the Australian Government for approval: <ul style="list-style-type: none"> <li>○ a project implementation plan including gateway milestones (that will be reflected in the Workplan);</li> <li>○ a site prioritisation process;</li> <li>○ grant guidelines;</li> <li>○ a monitoring evaluation framework; and</li> <li>○ a landholder compliance and audit standing operating procedure.</li> </ul> </li> <li>• provide the Australian Government with revised project budget, governance arrangements and risk management plan.</li> <li>• provide a breakdown of in-kind contributions.</li> <li>• Conduct a Project Review including updated hydrological modelling that provides expected flow outcomes based on progress at 30 June 2021 and submit a report on the review by 31 October 2021.</li> </ul>
<b>Flows for the Future Project Conduct and Conditions</b>
<p>Conduct:</p> <ul style="list-style-type: none"> <li>• when determining the sites in sub-catchment zones to be treated for low flows, ensures that treatments are designed to connect through the system to provide low flows to in-stream habitats, notably to the in-threat WDEs;</li> <li>• the State agrees to progress and implement the necessary administrative processes to operationalise the regulatory tools (to maximise landholder uptake) for the construction and use of low flow devices;</li> <li>• ensures, that in the selection of sites, landholders who hold out until compelled to meet their responsibilities through formal compliance activities are ineligible for Australian Government funding under this project;</li> <li>• ensures that licence conditions for licensed dam owners are amended to ensure that the requirement for low flow conditions, and the need to operate and maintain the low flow devices, are included;</li> </ul>



- develop and implements its monitoring evaluation framework to monitor project outcomes, particularly monitoring for macroinvertebrate community condition and resilience, community condition and recruitment for native fish populations and in-channel vegetation change;
- sets up processes to effectively monitor whether or not the low flow devices are being installed and operated as proposed, and ensures compliance with operation and maintenance requirements are being implemented;

All Activities are to be completed by 31 December 2023.

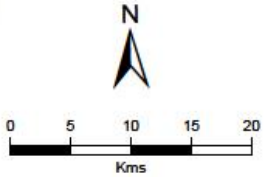
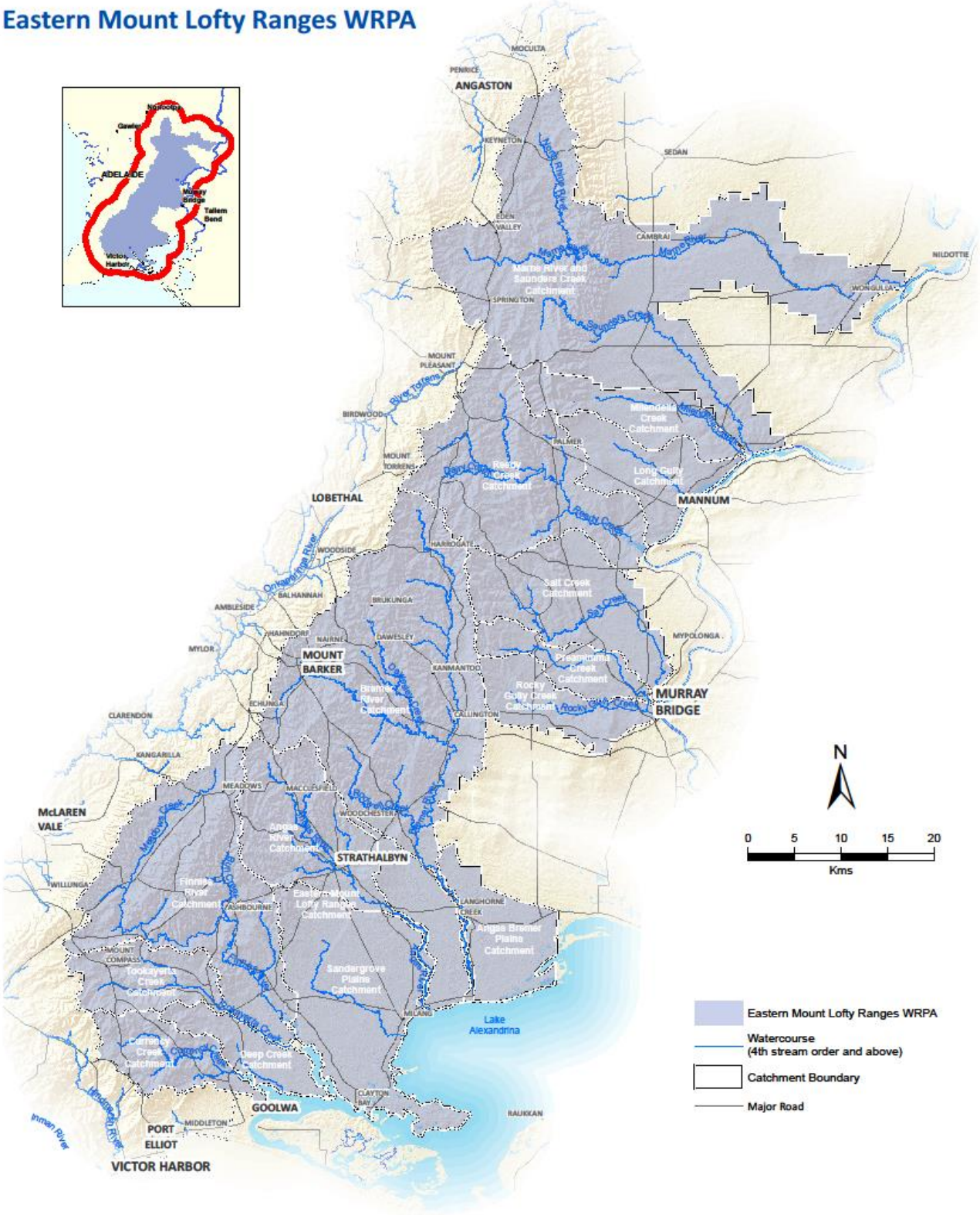
**Milestones**

<b>Elements</b>		<b>Completion date</b>
1	Completion of <i>Flows for the Future</i> Activities undertaken in accordance with agreed 2016-17 Workplan.	30 June 2017
2	Completion of <i>Flows for the Future</i> Activities undertaken in accordance with agreed 2017-18 Workplan.	31 December 2017
3	Completion of <i>Flows for the Future</i> Activities undertaken in accordance with agreed 2017-18 Workplan.	30 June 2018
4	Completion of <i>Flows for the Future</i> Activities undertaken in accordance with agreed 2018-19 Workplan.	31 December 2018
5	Completion of <i>Flows for the Future</i> Activities undertaken in accordance with agreed 2018-19 Workplan.	30 June 2019
6	Completion of <i>Flows for the Future</i> Activities undertaken in accordance with agreed 2019-20 Workplan.	31 December 2019
7	Completion of <i>Flows for the Future</i> Activities undertaken in accordance with agreed 2019-20 Workplan.	30 June 2020
8	Completion of <i>Flows for the Future</i> Activities undertaken in accordance with agreed 2020-21 Workplan.	31 December 2020
9	Completion of <i>Flows for the Future</i> Activities undertaken in accordance with agreed 2020-21 Workplan.	30 June 2021
10	Completion of <i>Flows for the Future</i> Activities undertaken in accordance with agreed 2021-22 Workplan.	31 December 2021
11	Completion of <i>Flows for the Future</i> Activities undertaken in accordance with agreed 2021-22 Workplan.	30 June 2022
12	Completion of <i>Flows for the Future</i> Activities undertaken in accordance with agreed 2022-23 Workplan.	31 December 2022
13	Completion of <i>Flows for the Future</i> Activities undertaken in accordance with agreed 2022-23 Workplan.	30 June 2023
14	Completion of <i>Flows for the Future</i> Activities undertaken in accordance with agreed 2023-24 Workplan.	31 December 2023

**Costs**

<b>Activity</b>	<b>Budget</b>
Project Delivery / Technical Requirements	██████████
Construction/Installation Grants	██████████
Program Management and Corporate Overhead Costs	██████████
<b>TOTAL</b> (as per Item D of this Project Schedule)	<b>\$33,910,912</b>
<b>Expected completion date</b>	31 December 2023

# Eastern Mount Lofty Ranges WRP



- Eastern Mount Lofty Ranges WRP
- Watercourse (4th stream order and above)
- Catchment Boundary
- Major Road

**REQUIREMENTS RELATING TO THE BUILDING CODE**

1. In this Attachment B:
  - (a) **'ABCC'** means the Australian Building and Construction Commission referred to in subsection 29(2) of the Act;
  - (b) **'Act'** means the *Building and Construction Industry (Improving Productivity) Act 2016*;
  - (c) **'Building Code 2013'** means the *Building Code 2013* which is available at <http://employment.gov.au/building-code>;
  - (d) **'Building Code 2016'** means the *Code for the Tendering and Performance of Building Work 2016*, which is available at <http://employment.gov.au/building-code>;
  - (e) **'Building Code 2013 contractor'** means a Project Party who submitted an expression of interest or tender (however described) before 2 December 2016 for Commonwealth funded building work;
  - (f) **'Commonwealth funded building work'** means work in items 1–8 of Schedule 1 of the *Building Code 2013*;
  - (g) **'Project Parties'** means all building contractors and building industry participants who perform work in relation to the Activity, the Project or a Sub-Project, and where applicable, may include Proponents, subcontractors, consultants and employees; and
  - (h) **'Supporting Guidelines'** means the Supporting Guidelines for Commonwealth Funding Entities to the *Building Code 2013* which are available at <https://employment.gov.au/building-code>.
2. Where the Funding relates to Commonwealth funded building work, the Organisation must apply the *Building Code 2013* and Supporting Guidelines to the extent applicable.
3. In respect of all requests for expressions of interest or tenders (however described) issued in relation to the works and made by the Organisation, or any of the Project Parties, the Organisation must:
  - (a) ensure that all requests for expressions of interest or tender (however described):
    - (i) include the following clause in the advertisement: *"By submitting an expression of interest in, or tender for, this project, you will become subject to the Building Code 2016"*; and
    - (ii) do not require an ABCC Letter of Compliance or self-declaration with the *Building Code 2013* or the *Building Code 2016*; and
  - (b) as soon as practicable after a request for expressions of interest or tender (however described) for the Works is issued, inform the ABCC.
4. The Organisation must notify the ABCC of the following information when a Project Party has been awarded a contract to undertake Commonwealth funded building work:
  - (a) the name and contact details of the Contractor;
  - (b) a description of the work;
  - (c) the location of the proposed work;
  - (d) the cost of the project; and
  - (e) proposed project start and completion dates.
5. The Organisation must maintain adequate records of compliance by it, and each of the Project Parties, with any obligations it may have under this clause. The Organisation must permit the Commonwealth and those authorised by the Commonwealth, including a person occupying a position in the ABCC, full access to the premises and records of the Organisation and Project Parties to:

- (a) inspect any work, material, machinery, appliance, article or facility;
  - (b) inspect and copy any record relevant to the Activity, the Project, Sub-Projects and works governed by this Agreement; and
  - (c) interview any person,
- as is necessary to monitor compliance with the Building Code 2013.

4. Additionally, the Organisation undertakes that it and each of the Project Parties will agree to a request from the Commonwealth, including a person occupying a position in the ABCC, to produce a specified document within a specified period, in person, by fax or by post.
5. The Commonwealth and those authorised by it may publish or otherwise disclose information in relation to compliance by the Organisation and Project Parties with the Building Code 2013 and any relevant supporting legislation. The Organisation must obtain the consent of the Project Parties to the publication or disclosure of information under this clause.
6. The Organisation must ensure that where a Building Code 2013 Contractor is proposing to engage, or otherwise engages a Project Party to undertake the works, the relevant Project Party:
  - (a) is provided with the ABCC Information Statement to Subcontractors available at <https://www.abcc.gov.au/building-code/building-code-resources/contractor-resources> in place of using the Building Code 2013 or Building Code 2016 model clauses in any contractual arrangement;
  - (b) is provided with the *Model Clauses Type C (Model Clauses for Code Covered Entities when engaging Subcontractors on Head Contractor Building Code 2013 Projects)* available from <https://www.abcc.gov.au/building-code/building-code-resources/contractor-resources> for use if they further subcontract the building work;and  
the Building Code 2013 contractor has otherwise complied with any other transitional guidance made available by the ABCC.

**WORK HEALTH AND SAFETY**

1. In this Attachment to the Project schedule:
  - (a) **corresponding WHS law** has the meaning given in section 4 of the WHS Act;
  - (b) **Regulator** means an authority referred to in a WHS Law as the relevant authority for work health and safety complaints, queries or investigations;
  - (c) **WHS Act** means the *Work Health and Safety Act 2011* (Cth);
  - (d) **WHS entry permit holder** has the meaning given in the WHS Act;
  - (e) **WHS Law** means the WHS Act, WHS Regulations and any corresponding WHS law; and
  - (f) **WHS Regulations** means the regulations made under the WHS Act.
2. The Organisation must in carrying out its obligations under this Agreement, comply and use reasonable endeavours to ensure that its Subcontractors and each Proponent complies, with the provisions of all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority including those arising under a WHS Law in respect of work health and safety.
3. The Organisation must, in carrying out its obligations under this Agreement, comply, and use reasonable endeavours to ensure that its Subcontractors and each Proponent complies, with any of the Commonwealth's work, health and safety policies as notified, referred to, or made available, by the Commonwealth to the Organisation in writing.
4. If the Organisation or a Proponent is required by a WHS Law to report to a Regulator an incident arising out of the Activities or a Project:
  - (a) at the same time, or as soon as is possible in the circumstances, the Organisation must give notice of such incident, and a copy of any written notice provided to a Regulator, to the Department; and
  - (b) the Organisation must provide to the Department, within such time as is specified by the Department, a report detailing the circumstances of the incident, the results of investigations into its cause, and any recommendations or strategies for prevention in the future.
5. The Organisation must inform the Department of the full details of:
  - (a) any suspected contravention of a WHS Law relating to the Activities or a Project, within 24 hours of becoming aware of any such suspected contravention;
  - (b) any cessation or direction to cease work relating to any Activities or a Project, due to unsafe work, immediately upon the Organisation being informed of any such cessation or direction;
  - (c) any workplace entry by a WHS entry permit holder, or an inspector, to any place where the Activities or a Project are being performed or undertaken, within 24 hours of becoming aware of any such workplace entry; and
  - (d) any proceedings against the Organisation or a Proponent or their officers, or any decision or request by a Regulator given to the Organisation or a Proponent or their officers, under a WHS Law, within 24 hours of becoming aware of any such proceedings, decision or request.
6. The Organisation agrees, when using the Department's premises or facilities, to comply with all reasonable directions and procedures relating to work health, safety and security in effect at those premises or in regard to those facilities, as notified by the Department or as might reasonably be inferred from the use to which the premises or facilities are being put.

7. The Organisation must ensure that its contractual arrangements with Subcontractors and Proponents reflect and will allow the Organisation to comply with the requirements of this clause 25.

## REQUIREMENTS RELATING TO THE AUSTRALIAN GOVERNMENT BUILDING AND CONSTRUCTION WHS ACCREDITATION SCHEME

### 1.1 Interpretation

#### 1.1.1 In this Attachment:

<b>the Act</b>	means the <i>Building and Construction Industry (Improving Productivity) Act 2016 (Cth)</i> .
<b>Builder</b>	has the meaning given in section 43(8) of the Act.
<b>Building Work</b>	has the meaning given to it in section 6 of the Act.
<b>Regulations</b>	means the <i>Fair Work (Building Industry – Accreditation Scheme) Regulation 2016</i> .
<b>Scheme</b>	means the Scheme described at section 43 of the Act.

### 1.2 Scheme requirements

- 1.2.1 Subject to the exclusions specified in the Regulations, construction projects that utilise funds provided under this Project Schedule are bound by the application of the Scheme.
- 1.2.2 The State must ensure it complies with item 1.2.3 below for all contracts that it enters into as part of the Project, and all contracts that its subcontractors enter into as part of the Project, where:
- a. the head contracts for Building Work are greater than \$4 million or more (GST inclusive); and
  - b. the value of the Commonwealth's contribution is at least \$6 million and represents at least 50 per cent of the total construction project value; or
  - c. the Commonwealth's contribution is \$10 million or more, irrespective of the proportion of the Commonwealth funding.
- 1.2.3 For contracts that are subject to the above item 1.2.2, the following conditions must be satisfied:
- a. those contracts are notified to the Office of the Federal Safety Commissioner at the earliest possible opportunity; and
  - b. contain a requirement that the Builder:
    - a. is accredited under the Scheme;
    - b. maintains Scheme accreditation for the life of the contract; and
    - c. must comply with all conditions of the Scheme accreditation.
- 1.2.4 The State agrees to notify the Commonwealth immediately if that Builder has ceased, or is likely to cease, to meet the accreditation requirements in paragraph 1.2.3(b) above.
- 1.2.5 The State must maintain adequate records of compliance by it, and each of its subcontractors, with the Scheme.

**STATEMENT OF INCOME AND EXPENDITURE TEMPLATE 30 NOVEMBER 2016 TO  
31 DECEMBER 2019**

Department for Environment and Water:

South Australian Project SA-10 – Flows for the Future

Statement of income and Expenditure - For the Period Project Commencement to  
(reporting date)

INCOME	BUDGET	ACTUAL				TOTAL
		2016-17	2017-18	2018-19	2019-20	
<b>Commonwealth Funding</b>						
1. Payment on signature						
2. Progress Payment						
3. Progress Payment						
4. Progress Payment						
5. Progress Payment						
6. Progress Payment						
7. Progress Payment						
8. Progress Payment						
9. Progress Payment						
Sub-total						
<b>State Contributions</b>						
1. Payment on signature						
2. Progress Payment						
3. Progress Payment						
4. Progress Payment						
5. Progress Payment						
6. Progress Payment						
7. Progress Payment						
8. Progress Payment						
9. Progress Payment						
Sub-total						
<b>Interest</b>						
Interest earned on Commonwealth Funding						
Interest earned on State Contribution						
Sub Total						
<b>TOTAL INCOME</b>						



Expenditure	BUDGET	ACTUAL				TOTAL
		2016-17	2017-18	2018-19	2019-20	
Project Delivery / Technical Requirement						
Construction / installation grants						
Program Management and Corporate Overhead Costs						
<b>Total Expenditure</b>						
<b>Net Surplus/(Deficit)</b>						

**Certification Statement**

On behalf of the Department for Environment and Water, I hereby certify that all Funding and State contributions were spent in accordance with the Project Schedule SA-10 and the Water Partnership Agreement

**Signature of Project Director:** .....

**Date:** .....

**STATEMENT OF INCOME AND EXPENDITURE TEMPLATE 1 JANUARY 2020 TO 31 DECEMBER 2023**

Department for Environment and Water:

South Australian Project SA-10 – Flows for the Future

Statement of income and Expenditure - For the Period Project Commencement to (reporting date)

INCOME	BUDGET	ACTUAL					TOTAL
		2019-20	2020-21	2021-22	2022-23	2023-24	
<b>Commonwealth Funding</b>							
8. Payment on signature							
10. Progress Payment							
11. Progress Payment							
12. Progress Payment							
13. Progress Payment							
14. Progress Payment							
15. Progress Payment							
16. Progress Payment							
17. Progress Payment							
18. Progress Payment							
19. Progress Payment							
20. Progress Payment							
<b>TOTAL INCOME</b>							

Expenditure	BUDGET	ACTUAL					TOTAL
		2019-20	2020-21	2021-22	2022-23	2023-24	
Project Delivery / Technical Requirement							
Construction / installation grants							
Program Management and Corporate Overhead Costs							
Project Delivery / Technical Requirement							
<b>Total Expenditure</b>							
<b>Net Surplus/(Deficit) as at 31 December 2019</b>							
<b>Net Surplus/(Deficit</b>							

**Certification Statement**

On behalf of the Department for Environment and Water, I hereby certify that all Funding and State contributions were spent in accordance with the Project Schedule SA-10 and the Water Partnership Agreement

**Signature of Project Director:** .....

**Date:** .....