

# PROJECT AGREEMENT FOR PHASE 2 OF THE QUEENSLAND GOVERNMENT'S HOUSEHOLD RESILIENCE PROGRAM

An agreement between:

- the Commonwealth of Australia; and
- the State of
  - ◆ Queensland

The output of this project will be improved resilience of homes against cyclones in Queensland.

# Project Agreement for Phase 2 of the Queensland Government's Household Resilience Program

## OVERVIEW

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

### Purpose

2. This Agreement will support the delivery of Phase 2 of the Queensland Government's Household Resilience Program to improve community resilience to disasters by assisting home owners to improve the resilience of their homes against cyclones.

### Reporting Arrangements

3. The State will report annually against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

### Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to the State of \$10 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

## PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

### Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the State of Queensland.

### Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and the State of Queensland sign it and will expire on 31 January 2022 or on completion of the project, including final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.



## **PART 2 – PROJECT OUTPUTS**

### **Output**

8. The output of this Agreement will be delivery of Phase 2 of the Queensland Government's Household Resilience Program to assist home owners to improve the resilience of their homes against cyclones in Queensland.

## **PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY**

### **Role of the Commonwealth**

9. The Commonwealth will be responsible for:
  - (a) monitoring and assessing achievement against milestones in the delivery of this Agreement to ensure that outputs are delivered within the agreed timeframe; and
  - (b) providing a consequent financial contribution to the State to support the implementation of this Agreement.

### **Role of the State**

10. The State will be responsible for:
  - (a) all aspects of delivering on the project outputs set out in this Agreement; and
  - (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.

### **Shared roles**

11. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

## **PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS**

12. Table 1 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to the annual performance report demonstrating the relevant milestone has been met.



**Table 1: Performance requirements, reporting and payment summary**

Output	Performance milestone or benchmark	Report due	Payment
In accordance with clause 8 of the Agreement	Report from the Queensland Government that includes the estimated number of grants to be awarded and relevant social and economic benefits anticipated (for example, insurance savings and impact on local economy) in Phase 2 of the Queensland Household Resilience Program	June 2020	\$10.0 million
In accordance with clause 8 of the Agreement	A final performance report outlining the actual outputs of the project including the number of grants awarded, geographic location, and the nature of home improvements made.	31 January 2022	Nil

13. If a milestone is met in advance of the due date, where the relevant performance report demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

### Reporting arrangements

14. As outlined in Table 1.

## PART 5 – FINANCIAL ARRANGEMENTS

15. The Commonwealth will provide an estimated total financial contribution to Queensland of \$10 million in respect of this Agreement. All payments are GST exclusive.
16. The Commonwealth's funding contribution will not be reduced where the State secures funding from other activity partners.
17. The Commonwealth's estimated financial contributions to the operation of this Agreement, including through National Partnership payments to the State paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 2.

**Table 2: Estimated financial contributions**

(\$ million)	2019-20	Total
<b>Estimated total budget</b>	<b>10.0</b>	<b>10.0</b>
Less estimated National Partnership Payments	10.0	10.0
Balance of non-Commonwealth contributions	0.0	0.0



18. Having regard to the agreed estimated costs of projects specified in this Agreement, the State will not be required to pay a refund to the Commonwealth if the actual cost of the project is less than the agreed estimated cost of the project. Similarly, the State bears all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the State to deliver projects cost effectively and efficiently.

## **PART 6 – GOVERNANCE ARRANGEMENTS**

### **Enforceability of the Agreement**

19. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

### **Variation of the Agreement**

20. The Agreement may be amended at any time by agreement in writing by both the Parties.
21. Either Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

### **Delegations**

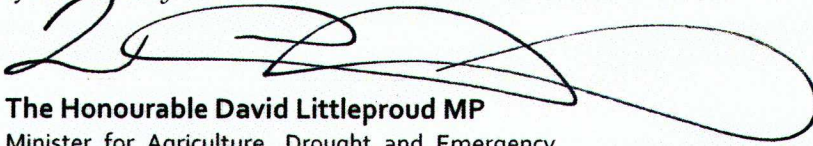
22. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

### **Dispute resolution**

23. Either Party may give notice to the other Party of a dispute under this Agreement.
24. Officials of both Parties will attempt to resolve any dispute in the first instance.
25. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

The Parties have confirmed their commitment to this agreement as follows:

**Signed for and on behalf of the Commonwealth  
of Australia by**



**The Honourable David Littleproud MP**  
Minister for Agriculture, Drought and Emergency  
Management

[Day] [Month] [Year]

*10 June 2020*

**Signed for and on behalf of the  
State of Queensland by**



**The Honourable Michael de Brenni**

Minister for Minister for Housing and Public Works

[Day] [Month] [Year]

*30 June 2020*