

Multi-use conveyor at the Port of Bundaberg

FEDERATION FUNDING AGREEMENT – INFRASTRUCTURE

Table 1: Formalities and operation of schedule																					
Parties	Commonwealth Queensland																				
Duration	This Schedule is expected to expire on 30 June 2024 or on completion of final performance reporting.																				
Purpose	This Schedule will support the delivery of a new multi-use conveyor at the Port of Bundaberg through the amendment of milestones originally agreed as part of a previous Project Agreement (<i>Works at the Port of Bundaberg</i> commencing 9 October 2020) to allow the incorporation of additional Australian Government funding under this Schedule.																				
Estimated financial contributions	<p>The Commonwealth will provide an estimated total financial contribution to Queensland of \$17.7m in respect of this Schedule. This is comprised of:</p> <ol style="list-style-type: none"> 1. Payments allocated to the first, second and third milestones are comprised of funding originally committed to the project under the previous Project Agreement. This funding is part of the Hinkler Regional Deal. 2. The Payment allocated to the fourth milestone is new funding committed to the project. This funding is not part of the Hinkler Regional Deal. <table border="1"> <caption>Table 1</caption> <thead> <tr> <th>(\$ million)</th> <th>2021-22</th> <th>2022-23</th> <th>2023-24</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Estimated total budget</td> <td>3.0</td> <td>7.0</td> <td>7.7</td> <td>17.7</td> </tr> <tr> <td><i>Less estimated National Partnership Payments</i></td> <td>3.0</td> <td>7.0</td> <td>7.7</td> <td>17.7</td> </tr> <tr> <td>Balance of non-Commonwealth contributions</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> </tr> </tbody> </table> <p>Notes: \$3.0m in 2021-22 and \$4.0m in 2022-23 has already been paid in respect of the multi-use conveyor project under the previous Project Agreement. \$10.0m allocated from 2021-22 to 2022-23 was committed under the Hinkler Regional Deal.</p>	(\$ million)	2021-22	2022-23	2023-24	Total	Estimated total budget	3.0	7.0	7.7	17.7	<i>Less estimated National Partnership Payments</i>	3.0	7.0	7.7	17.7	Balance of non-Commonwealth contributions	0.0	0.0	0.0	0.0
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Additional terms	<p>Commonwealth's responsibilities</p> <ol style="list-style-type: none"> 1. The Commonwealth will be responsible for: <ol style="list-style-type: none"> (a) prescribing the preferred content for Queensland's representatives to regularly report on progress of the 																				

delivery of each project output against the Performance Milestones, including seeking for reporting to be provided as to how:

- (i) each project output is maximising opportunities for local businesses and employees to be involved in the delivery of the project; and
 - (ii) each project output is ensuring that Indigenous Australians are able to realise employment and business opportunities by incorporating appropriate Indigenous employment and Indigenous supplier-use requirements that reflect the local Indigenous working age population;
- (b) agreeing the measure for assessing Indigenous participation with Queensland.

Queensland's responsibilities

2. Queensland will be responsible for:
 - (a) maximising opportunities for local businesses and employees to be involved in the delivery of the project; and
 - (b) ensuring that Indigenous Australians realise employment and business opportunities by incorporating appropriate Indigenous employment and Indigenous supplier-use requirements that reflect the local Indigenous working age population,¹ with a specific measure to be agreed with the Commonwealth, unless and to the extent the Commonwealth agrees it is impractical to do so;
3. Additionally, Queensland agrees to:
 - (a) maintain the signage erected prior to construction (in line with the previous Project Agreement) two years after the completion of the works;
 - (b) acknowledge the Commonwealth in any branding or signage that is displayed by Queensland at any public event relating to the project. Queensland agrees to require Gladstone Ports Corporation to acknowledge the Commonwealth in any branding or signage that is displayed at any public event relating to the project;
 - (c) comply with the media policy in **Annexure A** in relation to the project;

¹ ABS data indicates that Indigenous Australians represent 5.3% of the working-age population in the region.

- (d) cause Gladstone Ports Corporation to have an obligation to comply with the media policy in **Annexure A** in relation to the project; and
- (e) provide reasonable notice (at least one month for major construction milestones, including opening events and target at least two weeks' notice for other opportunities) to invite the relevant Commonwealth Minister to speak at any opening and/or key events associated with the project, where agreed in advance to be a jointly-conducted public event.

Reporting arrangements

4. Queensland will provide performance reports during the operation of this Schedule. Each performance report is to contain as a minimum the following information for the relevant Performance Milestone:
 - (a) a description of actual performance in the period to date against the Performance Milestone;
 - (b) sufficient documentation to provide the Commonwealth with assurance that the Performance Milestone has been met and to detail progress including:
 - (i) Performance Milestone progress showing the estimated completion date;
 - (ii) financial performance with procurement activities indicating Indigenous and local supplier targets; and
 - (iii) safety and environmental performance reporting.
5. At the discretion of the Commonwealth, physical site inspections may also be carried out by a Commonwealth representative to verify progress against any of the Performance Milestones. The Commonwealth will provide Queensland and Gladstone Ports Corporation with reasonable and timely advance notice for any site visit requests, and Queensland and/or Gladstone Ports Corporation will be expected to ensure site access can be accommodated within a reasonable period, provided that the appropriate safety protocols can be assured for those intending to attend the inspection.

Table 2: Performance requirements, reporting and payment summary

Output	Performance milestones	Report due	Payment
New multi-use conveyor at the Port of Bundaberg.	1. Detailed design completed, commercial agreements finalised	14 November 2021 (Paid)	\$3.0m
	2. Construction reaching 30 per cent	30 November 2022 (Paid)	\$4.0m
	3. Completion of all civil works and commencement of above ground construction	31 May 2023	\$3.0m
	4. Commissioning of multi-use conveyor, project completion and assurance of appropriate commercial arrangements	31 October 2023	\$7.7m
	5. Post-completion report accepted by the Australian Government	30 June 2024	Nil

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

Signed for and on behalf of the Commonwealth of Australia by



The Honourable Catherine King MP
Minister for Infrastructure, Transport, Regional Development and Local Government

[Day] [Month] [Year]
13 July 2023

Signed for and on behalf of the State of Queensland by



The Honourable Mark Bailey MP
Minister for Transport and Main Roads
Minister for Digital Services

03 July 2023