



**Australian Government**

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**Department of the Environment and Water Resources**

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**RENEWABLE REMOTE POWER GENERATION PROGRAM**

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Agreement for the delivery of  
the Residential and Medium-scale Sub-program and  
the Renewable Energy Water Pumping Sub-program,  
known as the RRP GP Extension.

between

Commonwealth of Australia

and

the State of South Australia

Australian Government Solicitor  
50 Blackall Street  
Barton ACT 2600

File reference: 03097170

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## DATE

This Agreement is dated on the signatures page.

## PARTIES

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This Agreement is made between the following parties:

1. Commonwealth of Australia as represented by and acting through the Australian Greenhouse Office ('AGO'), Department of the Environment and Water Resources, ABN 34 190 894 983, ('the Commonwealth'); and
2. The State of South Australia as represented by and acting through Department for Transport, Energy and Infrastructure, ABN 92 366 288 135 ('the State')

## CONTEXT

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- A In 2000-01, the Commonwealth entered into agreements with Participating Jurisdictions for the delivery of the Renewable Remote Power Generation Program ('the RRP GP') ('the Original Agreements'). The original RRP GP provided Specific Purpose Payments to Participating Jurisdictions primarily to support rebates for the installation of renewable generation technologies in off-grid areas of Australia reliant on diesel for electricity generation. The Original Agreements required that funds made available under the RRP GP be committed by 30 June 2004 and all liabilities be fully expended by 30 June 2006
- B In the May 2002 Federal Budget, the RRP GP funding allocation was re-phased. The deadline for the commitment of funds was effectively extended to 30 June 2010, with the deadline for expenditure of funds extended to 30 June 2012.
- C As a result of the extended timeline, the Parties agreed to enter into a revised Agreement ('the First Revised Agreements') for the delivery of the RRP GP, which from 1 July 2004, superseded the Original Agreement between the Parties.
- D In August 2006, the Prime Minister announced an additional \$123.5 million in funds ('New RRP GP Funds') to extend and expand the RRP GP, which is to occur through four sub-programs:
  - a. Major Projects sub-program;
  - b. Industry Support sub-program;

- c. Residential and Medium-scale sub-program; and
  - d. Renewable Energy Water Pumping sub-program.
- E In July 2007, the Minister for the Environment and Water Resources noted the AGO's intention to deliver the New RRP GP Funds for the Residential and Medium-scale sub-program and the Renewable Energy Water Pumping sub-program (the 'RRP GP Extension Sub-programs') through Participating and Eligible Jurisdictions.
- F As a result of the New RRP GP Funds, the Parties have agreed to enter into this Agreement for the delivery of the RRP GP Extension Sub-programs. This Agreement, from 23 July 2007, superseded the First Revised Agreements between the Parties. However, all decisions, allocated RRP GP funding and commitments made under the First Revised Agreements (and by operation of that agreement, the Original Agreements) remain valid and are not affected by the commencement of this Agreement.
- G The New RRP GP Funding is principally to subsidise cash rebates of up to 50% of the initial capital cost of the renewable components and essential enabling components of Remote Area Power Supply (RAPS) systems and renewable energy water pumping systems under the RRP GP Extension Sub-programs commenced on 23 July 2007, where:
- (i) the system is installed in a remote location;
  - (ii) it can be demonstrated that the renewable generation will reduce reliance on fossil fuels; or
  - (iii) for new systems, where it can be demonstrated that the fuel source would otherwise have been a fossil fuel.
- H The aim of the RRP GP Extension Sub-programs is to increase the uptake of renewable energy technology in remote areas of Australia, with the objectives to:
- (i) help provide an effective electricity supply to remote users;
  - (ii) assist the development of the Australian renewable energy industry;
  - (iii) help meet the energy infrastructure needs of indigenous communities; and
  - (iv) lead to long-term greenhouse gas reductions.
- I This Agreement establishes the delivery framework for the Participating Jurisdiction to administer the RRP GP Extension Sub-programs in the State.
- J The Parties agree to perform their respective obligations in accordance with the terms and conditions of this Agreement.

# 1 INTERPRETATION

## 1.1 Defined terms

### 1.1.1 In this Agreement, unless the contrary intention appears:

AGO	means the Australian Greenhouse Office of the Department of the Environment and Water Resources or such other agency that may have responsibility for the RPPGP on behalf of the Commonwealth;
Agreement	means this agreement and any Appendices, and Schedules to this agreement;
Agreement Material	means all Material created or provided by the Commonwealth, the State or third parties as part of or in performance of a Project, Sub-program or activity or to meet any requirements under this Agreement, but does not include Commercially Confidential Material;
Appendix	means an appendix to this Agreement;
Business Day	means in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;
Commencement Date	means 23 July 2007;
Commercially Confidential Material	means: <ul style="list-style-type: none"><li>(a) technical design and engineering aspects of:<ul style="list-style-type: none"><li>i) renewable energy technologies and systems;</li><li>ii) processes by which such technology and systems may be implemented;</li></ul></li><li>(b) detailed cost breakdowns relating to renewable energy technologies and systems; and</li><li>(c) any other Material supplied by a third party to the Commonwealth or the State, which is classified as commercially confidential by written agreement, when supplied to and accepted by the Commonwealth or the State.</li></ul>

Commonwealth Minister	means the Minister for the Environment and Water Resources or such other Minister(s) from time to time having responsibility for the RRP GP;
Completion Date	means 23 July 2008;
Eligible Capital Costs	means the capital costs of an approved Project that are eligible for Rebate payment under the RRP GP Extension Sub-programs are set out in the Sub-Program Guidelines;
Existing Material	means all Material in existence prior to the Commencement Date, or developed independently of this Agreement or any Project or Sub-program, and: (a) incorporated in; (b) supplied with, or as part of; or (c) required to be supplied with, or as part of; the Agreement Material, but does not include Commercially Confidential Material;
Financial Year	means each period from 1 July to the following 30 June occurring during the Term of this Agreement, or any part of such a period occurring at the beginning or end of the Term of this Agreement;
Funding or Funds or New RRP GP Funding	means the amount or amounts payable or paid under this Agreement by the Commonwealth;
Funding Float	means the allocated New RRP GP Funding provided to the States from which payments of Rebates for the RRP GP Extension Sub-programs are made under this Agreement;
Funding Period	means the period during which New RRP GP Funding for the RRP GP Extension Sub-programs will be available, as provided in clause 10.1.1;
GST	has the meaning as given in clause 195-1 of the GST Act;
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth);
Intellectual Property	includes all copyright (including rights in

	relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
Laws	includes: <ul style="list-style-type: none"> <li>a. Acts of the Commonwealth and the State(s) and Territory(s) in which the Project will be undertaken, and any other relevant State or Territory;</li> <li>b. ordinances, regulations, by-laws, orders and proclamations or other instruments of legal effect made under those Acts referred to in paragraph a;</li> <li>c. directions by any person exercising statutory powers regarding the Project; and</li> <li>d. all the requirements and standards of a government department, authority, agency or regulatory body that commonly applies in respect of the building or construction industry in any State or Territory where the Project is carried out;</li> </ul>
Local Government	means legally constituted Councils, Shires, Municipalities or other local authorities established under State legislation, including the State Government (under a two-tier government arrangement). This definition includes Deed of Government in trust bodies which are Aboriginal and Torres Strait Islander-run local governments;
Main-grid	means as defined in clause 13.4
Major Project	means a Project for which a Rebate of greater than \$200,000 is sought and for which the AGO will be directly managing;
Mandatory Renewable Energy Target (MRET)	means the scheme established to encourage additional renewable energy generation and to reduce greenhouse gas emissions implemented through the <i>Renewable Energy (Electricity) Act 2000 (Cth)</i> and the

	<i>Renewable Energy (Electricity) (Charge) Act 2000 (Cth);</i>
Material	includes documents, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;
National RRP GP Database	means the database maintained by the AGO containing information provided by the Participating Jurisdictions and recording the information on the RRP GP required under this Agreement for monitoring and reporting purposes;
Off-grid	means areas or electricity users not connected to one of the main electricity grids, as defined in clause 13.4;
Participating Jurisdictions	means all the state and territory jurisdictions participating in the New RRP GP Funding;
Party or Parties	means the Commonwealth and the State who are signatories to this Agreement;
Project	means a discrete installation of renewable energy technology or an industry support or energy efficiency activity, which is or may be, funded through or within the RRP GP, either individually or under a Sub-program;
RAPS	means Remote Area Power Supply;
Rebate	means the rebate payable by the State pursuant to the New RRP GP Funding as implemented by this Agreement;
Remote	when used in relation to this Agreement, refers to electricity consumption and generation that is not connected to the State's main electricity grid, as provided by clause 13.4.1;
Renewable Energy	means as defined in the MRET legislation;
RRP GP	means the Renewable Remote Power Generation Program;
Schedule	means a schedule to this Agreement;
State	means the State or Territory that is a Party to this Agreement;
State Lead Agency (SLA)	means a State Government agency, or State statutory or corporatised authority, with the

	primary responsibility for the administration, financial management, coordination, planning, implementation, monitoring and evaluation of the RRP GP Extension Sub-programs in the State as specified in this Agreement;
State Minister	means the relevant State or Territory Minister from time to time having responsibility for the State Lead Agency;
Sub-program	<p>means a program of activities to support the objectives of the RRP GP, namely the;</p> <ul style="list-style-type: none"> <li>• Major Projects sub-program;</li> <li>• Industry Support sub-program</li> <li>• Residential and Medium-scale sub-program' and</li> <li>• Renewable Energy Water Pumping sub-program</li> </ul> <p>This Agreement only applies to the delivery framework for the Residential and Medium-scale sub-program and the Renewable Energy Water Pumping sub-program in the State. Delivery of the Major Projects and Industry Support sub-programs of the RRP GP will be directly administered and managed by the AGO;</p>
Sub-program Guidelines	means the RRP GP guidelines for the Residential and Medium-scale Sub-program provided at Appendix 4 and the Renewable Energy Water Pumping Sub-program provided at Appendix 5;
Term of this Agreement	refers to the period described in clause 2.1.1;

## 1.2 Rules of interpretation

### 1.2.1 In this Agreement, unless the contrary intention appears:

- a. words in the singular number include the plural and words in the plural number include the singular;
- b. words importing a gender include any other gender;
- c. words importing persons include a partnership and a body whether corporate or otherwise;

- d. all references to clauses are clauses in this Agreement;
- e. all references to dollars are to Australian dollars and this Agreement uses Australian currency;
- f. reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended;
- g. an uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a Party just because that Party prepared the provision; and
- h. where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

### 1.3 Precedence

1.3.1 Subject to subclause 1.3.3, the Schedules, Appendices and documents incorporated by reference, if any, form part of this Agreement. In the event of any conflict or inconsistency between any part of:

- a. the terms and conditions contained in the clauses of this Agreement;
- b. the Schedules;
- c. the Appendices; and
- d. documents incorporated by reference, if any,

then the material mentioned in any one of paragraphs 1.3.1a to 1.3.1d of this subclause 1.3.1 has precedence over material mentioned in a subsequent subparagraph of this clause, to the extent of any conflict or inconsistency.

1.3.2 In circumstances where the terms and conditions of this Agreement conflict with the Schedules, Appendices, or any other agreements between the Parties, without limiting subclause 1.3.1, the Parties may take action necessary to resolve any conflict as provided in clause 20.

1.3.3 In relation to Intellectual Property created or otherwise dealt with under this Agreement, the provisions of a Schedule shall prevail over the operation of clause 9 of this Agreement for the purposes of the Project or Sub-program to which that Schedule relates, to the extent of any conflict or inconsistency.

## 2 TERM AND OPERATION OF AGREEMENT

### 2.1 Term of Agreement

2.1.1 The Term of this Agreement commences on the Commencement Date and, unless terminated earlier in accordance with clause 21, it expires on the Completion Date.

### 2.2 Operation of Agreement

2.2.1 During the Term of this Agreement, the Parties may review and amend the terms or conditions of this Agreement by written agreement of both Parties.

## 3 RRPGP OBJECTIVES

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3.1.1 The aim of the RRPGP and its Sub-programs, is to increase the uptake of renewable energy technology in remote areas of Australia, with the objectives to:

- a. help provide an effective electricity supply to remote users;
- b. assist the development of the Australian renewable energy industry;
- c. help meet the energy infrastructure needs of indigenous communities; and
- d. lead to long-term greenhouse gas reductions.

## 4 PRINCIPLES

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### 4.1 Application of Principles

4.1.1 The Parties agree to give effect to the following principles which underpin the implementation of the RRPGP Extension Sub-programs:

- a. Funding will be primarily directed at replacing all or part of fossil fuel based remote off-grid power generation with renewable generation, but will also be directed at off-grid renewable water pumping systems that reduce fossil fuel consumption;
- a. Funding will be applied in such a way as to maximise appropriate cross linkages between Projects and Sub-programs funded under this Agreement, and where necessary, to transcend state and territory boundaries to derive the most beneficial outcome in each situation;
- b. Funding will be applied in such a way as to best achieve the objectives of the RRPGP;

- c. Decision-making and delivery frameworks will aim to be flexible, transparent, equitable and accessible. The intention is to have Funding and decision making at the most appropriate level consistent with effective, accountable and practicable delivery, while maintaining sound energy supply and environmental outcomes;
- d. The cooperation of the Parties under this Agreement will focus on achieving the RRP GP objectives, while recognising that the Commonwealth may seek additional information for assessment, monitoring, reporting and evaluation purposes.

#### 4.2 Planning, Development and Support of Principles

- 4.2.1 The Parties agree in accordance with the principles outlined in subclause 4.1 to jointly plan, develop and support the implementation of strategies to achieve the objectives of the RRP GP and RRP GP Extension Sub-programs.

### 5 SCOPE AND OPERATION

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#### 5.2 Application of Agreement

- 5.2.1 This Agreement applies to only the additional New RRP GP Funds allocated to the State for the purposes of implementing the RRP GP Extension Sub-programs in the State.

#### 5.3 Implementation of RRP GP Extension Sub-programs

- 5.3.1 The RRP GP Extension Sub-programs will be implemented in accordance with this Agreement.

#### 5.4 Funding of Projects and Sub-programs

- 5.4.1 Projects and Sub-programs approved in accordance with subclause 12.1 and funded under this Agreement will be governed by the terms and conditions of this Agreement.

### 6 ROLE AND RESPONSIBILITIES OF THE COMMONWEALTH

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- 6.1.1 The Commonwealth will:
  - a. comply with the provisions of this Agreement in providing Funding under the RRP GP Extension Sub-programs to the State;
  - b. perform all of its obligations under the Schedules to this Agreement;

- c. undertake the efficient and effective delivery of the Funding provided under this Agreement for the RRP GP Extension Sub-programs in accordance with the provisions of this Agreement, including making all payments to the State according to the terms and conditions specified in clause 15;
- d. develop and review the broad goals, objectives, priorities, outcomes and performance measures for the RRP GP Extension Sub-programs in consultation with the State;
- e. where applicable, ensure the integration of the RRP GP Extension Sub-programs with other national strategies and programs;
- f. undertake and facilitate industry support activities to advance the objectives of the RRP GP;
- g. undertake monitoring, evaluation and reporting on the performance of the RRP GP and RRP GP Extension Sub-programs;
- h. evaluate the extent to which RRP GP and RRP GP Extension Sub-programs objectives are being achieved and periodically assess whether Commonwealth policies and priorities remain appropriate and effective;
- i. agree with the State on appropriate mechanisms and timelines for monitoring and evaluation of activities and sub-programs funded under this Agreement; and
- j. implement auditing processes agreed with the State to ensure satisfactory auditing of the effectiveness of monitoring and evaluation measures, to meet program management and legislative requirements.

## 7 ROLE AND RESPONSIBILITIES OF THE STATE

### 7.1.1 The State will:

- a. comply with the provisions of this Agreement in the delivery of RRP GP Extension Sub-programs;
- b. perform all its obligations under the Schedules to this Agreement;
- c. coordinate the RRP GP Extension Sub-programs and Projects within the State and ensure the efficient and effective delivery of New RRP GP Funding for the RRP GP Extension Sub-programs under this Agreement;
- d. collaborate, where appropriate, with other Participating Jurisdictions on RRP GP Extension Sub-programs Projects which may affect more than one state or which cross state or territory borders;

- e. administer Rebates for renewable energy installations and other eligible activities in accordance with this Agreement and the Sub-program Guidelines;
- f. nominate a State Lead Agency for delivery of the RRP GP Extension Sub-programs ;
- g. nominate one contact person within the State Lead Agency as the RRP GP liaison;
- h. collect, analyse and report data associated with the RRP GP and RRP GP Extension Sub-programs in order to meet monitoring, evaluation and reporting obligations set out in clauses 16 and 17 of this Agreement and any other reporting requirements under this Agreement; and
- i. where requested by the AGO, assist in the assessment of:
  - (i) any Major Project and/or Industry Support Sub-program proposal;
  - (ii) any Major Project and/or Industry Support Sub-program milestone reporting requirements

## 8 OTHER STAKEHOLDERS

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### 8.1 Recognition of Stakeholders

- 8.1.1 The Parties recognise that the renewable energy industry and the community, including individuals (both indigenous and other), Local Government, and regional and community based organisations, are stakeholders in the outcomes to be achieved through the RRP GP and its Sub-programs.

### 8.2 Collaboration with Stakeholders

- 8.2.1 The Parties agree to involve, collaborate and work with these stakeholders as relevant in ensuring the efficient and effective delivery of the RRP GP Extension Sub-programs, Projects and activities funded under this Agreement.

## 9 INTELLECTUAL PROPERTY

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### 9.1 Ownership of Agreement Material

- 9.1.1 Subject to this clause 9, as between the Commonwealth and the State (but without affecting the position between the State and a third party) Intellectual Property in Agreement Material vests on its creation in the Commonwealth.

## 9.2 Licence of Agreement Material

9.2.1 The Commonwealth grants to the State a licence to use Intellectual Property in Agreement Material for the purpose of implementing the RRP GP (or any RRP GP Extension Sub-program) in accordance with this Agreement.

9.2.2 At the request of the State, the Commonwealth may grant to the State a licence (including a right of sub-licence), on such terms and conditions as the Commonwealth thinks fit in its absolute discretion, to use, reproduce, adapt and exploit the Intellectual Property in Agreement Material for any State purpose other than as provided for in clause 9.2.1.

## 9.3 Licence of Existing Material

9.3.1 This clause 9 does not affect the ownership of any Intellectual Property in any Existing Material. The State, however, grants to the Commonwealth or must arrange for the grant to the Commonwealth of a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit the Intellectual Property in Existing Material only in conjunction with Agreement Material for any Commonwealth purpose.

## 9.4 Dealing with Intellectual Property

9.4.1 The State:

- a. must, if requested by the Commonwealth to do so, bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 9;
- b. warrants that the State is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property in the Agreement Material and the Existing Material in accordance with this clause 9; and
- c. except as expressly provided for in this Agreement, must not deal with the Intellectual Property in the Agreement Material during the Term of this Agreement.

## 9.5 Specified Acts relating to moral rights

9.5.1 For this clause, the 'Specified Acts' means the following classes or types of acts or omissions by or on behalf of the Commonwealth:

- a. those which would, but for this clause, infringe the author's right of attribution of authorship or the author's right of integrity of authorship;

- b. but does not include those which would infringe the author's right not to have authorship falsely attributed.

## 9.6 Consent to Specified Acts

### 9.6.1 The State warrants or undertakes that:

- a. the author of any Agreement Material, other than Existing Material, has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for the Commonwealth's benefit; and
- b. the author of any Existing Material has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for the Commonwealth's benefit in relation to such material used, reproduced, adapted and exploited in conjunction with the other Agreement Material.

## 9.7 Survival

- 9.7.1 The operation of this clause 9 survives the expiration or earlier termination of this Agreement.

## 10 PERIOD OF OPERATION OF NEW RRP GP FUNDING

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### 10.1 Term of Funding

- 10.1.1 Subject to sufficient New RRP GP Funding being available, funding for the RRP GP Extension Sub-programs may be committed by the State until **23 January 2008**.
- 10.1.2 Liabilities entered into during the Funding Period must be fully extinguished within **six months** of the end of the Funding Period.

## 11 ALLOCATION OF NEW RRP GP FUNDING FOR PROJECTS

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### 11.1 Allocation of Funds - Funding Float

- 11.1.1 The State will be allocated an initial lump sum amount of \$500,000 ('Initial Value') which will form the Funding Float from which the payment of Rebates is to be made for the RRP GP Extension Sub-programs in accordance with this Agreement.

- 11.1.2 The State will periodically, and on an as required basis, invoice the Commonwealth in accordance with clause 15 for the amount to return the Funding Float to its Initial Value ('Top-Up Amount'). The States must not let the Funding Float fall below an amount that represents 10% of its Initial Value before invoicing the Commonwealth for Top-Up Amount.
- 11.2.3 Payment by the Commonwealth to the State for the Initial Value, and any subsequent Top-Up Amounts required to maintain the Funding Float, will be made in accordance with clause 15.
- 11.2.4 The amount of the Funding Float allocated as the Initial Value may, at the discretion of the AGO be adjusted during the Term of this Agreement following a written application for adjustment from the State, which must also set out the reasons for the requested adjustment.

## 12 RRP GP EXTENSION SUB-PROGRAMS PROJECT PROPOSALS

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### 12.1 State Approval

12.1.1 Subject to clause 12.1.2 and the eligibility requirements set out in clause 13, the State may approve Projects within a Sub-program on the Commonwealth's behalf in accordance with:

- a. the conditions that are agreed, in writing, between the Commonwealth and the State in relation to the State approval of Projects; and
- b. the Sub-program Guidelines to which the Project relates.

12.1.2 A Project must not be approved by the State on behalf of the Commonwealth under this clause 12 where:

- a. a Rebate of greater than \$200,000 is sought; or
- b. the Project is not part of the RRP GP Extension Sub-programs

12.1.3 For projects under subclause 12.1.2, the owner will be required to submit either a Major Project proposal or Industry Support proposal, as the case may be, directly to the AGO for approval and Rebate assessment.

### 12.2 Obligations of Project Owner

12.2.1 Unless otherwise agreed by the Parties in relation to a particular Project, the State must ensure that all Projects funded by the RRP GP Extension Sub-programs commit the Project owner to:

- a. ensuring that all equipment funded under the RRPGP Extension Sub-programs remains at the Project location for at least five (5) years, with the exception of batteries that may have reached the end of their useful life;
- b. forward an annual report to the State, describing the system's operation. The agreement with the Project owner must specify that additional information may be requested by the State. This requirement may be varied with agreement of the Commonwealth; and
- c. provide satisfactory evidence of a maintenance plan to keep the Project operational.

### 12.3 Rebate Assessment and Allocation from the Funding Float

- 12.3.1 The State must ensure the owner of the proposed Project submits a formal application to the State for the Rebate in the form and containing the information approved by the Commonwealth as contained in the Sub-program Guidelines.
- 12.3.2 Rebates can only be paid following the approval of the Project and only in relation to Eligible Capital Costs as set out in the Sub-Program Guidelines.
- 12.3.3 Eligible Rebates for approved Projects will be paid by the States from the Funding Float.
- 12.3.4 In accordance with the Guidelines, the maximum Rebate claimable is up to 50% of the initial capital cost of the eligible renewable components and essential enabling components of Remote Area Power Supply systems and/or renewable energy water pumping systems under the Residential and Medium-scale Sub-program and the Renewable Energy Water Pumping Sub-program.
- 12.3.5 Rebates will not be paid for applications submitted retrospectively.

## 13 ELIGIBLE PROJECTS

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### 13.1 Eligibility for RRPGP Extension Sub-programs Funding

- 13.1.1 To be eligible for RRPGP Extension Sub-programs Funding, Projects must:
  - a. be consistent with RRPGP objectives;
  - b. lead to:
    - (i) a reduction in fossil fuel powered off-grid electricity generation through renewable energy generation; or
    - (ii) a replacement of fossil fuel powered off-grid water pumping with renewable energy technology.

- c. provide a source of matching funds - that is, a source of funds for the remaining cost of the Project;
- d. meet all relevant Laws, regulations and standards; and
- e. have appropriate skills and infrastructure available for their effective implementation.

## 13.2 Consistency with RPPGP Objectives

13.2.1 In considering the eligibility of a Project under subclause 13.1.1a, the Commonwealth recognises that in most cases, some objectives will be met more fully than others.

## 13.3 Replacement of Fossil Fuel Powered Electricity Generation

13.3.1 In considering the eligibility of a Project under subclause 13.1.1b, the Commonwealth will have regard to the following:

- a. the Project must replace fossil fuel use with a renewable energy generation source for off-grid electricity generation. The Project may replace all or some of the fossil fuel use in an existing RAPS or may be a new off-grid renewable energy RAPS where it can be demonstrated that the energy source would otherwise have been a fossil fuel; or
- b. the Project must lead to a reduction in the use of fossil fuel powered off-grid electricity or water pumping through renewable water pumping; and
- c. the Commonwealth recognises that in most Projects, there will still be a fossil fuel backup as part of the system, and that fossil fuel generation may remain the primary energy source of the system.

## 13.4 Off-grid Electricity Generation

13.4.1 The definition of “off-grid” for the purposes of this Agreement includes all electricity users not connected to the main grid. The “main-grid” is defined as the electricity grids that form part of the National Electricity Market (NEM), plus the following electricity grids:

<b>State</b>	<b>Description</b>
WA	South West Interconnected System
WA	North-West (Pilbara)
NT	Darwin-Katherine
Qld	Mount Isa Region

## 13.5 Source of matching funds

13.5.1 For the purpose of subclause 13.1.1c, the funding for RPPGP Extension Sub-programs will typically provide support for up to 50% of the capital cost of a renewable generation system. Eligible Capital Costs are set out in the Sub-program Guidelines. The matching funding may come from any other source except other funding provided by the Commonwealth, unless otherwise approved by the AGO.

## 14 ADMINISTRATIVE EXPENDITURE

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### 14.1 Eligible Administration Costs

14.1.1 The State can claim reasonable administration costs for delivery of the RPPGP Extension Sub-programs. This may include:

- a. Sub-program facilitation costs, such as:
  - (i) scoping studies;
  - (ii) evaluation of technical options for the displacement of fossil fuel use through renewable energy technologies or energy efficiency activities; and
  - (iii) surveys of potential consumers;
- b. costs associated with collection and analysis of data for monitoring and evaluation required under this Agreement;
- c. Sub-program and Project specific legal and auditing costs;

- d. travel costs directly related to delivery and promotion of the RRP GP Extension Sub-programs;
- e. promotional costs associated with implementing the RRP GP Extension Sub-programs (such as printing costs);
- f. eligible staff salary costs; and
- g. eligible salary on-costs and eligible administrative overheads applied at a rate of up to a total of 70% of the eligible RRP GP staff salary costs claimed in paragraph 14.1.1f.

14.1.2 For the purpose of this clause 14.1:

- a. eligible staff salary costs is expenditure incurred in respect of employees directly engaged in administering the RRP GP Extension Sub-programs and expenditure will only be eligible to the extent that it relates directly to the RRP GP Sub-programs administered under this Agreement. Eligible staff salary costs include any components of the employee's total remuneration package that are itemised on their Pay As You Go (PAYG) Annual Payment Summaries submitted to the Australian Taxation Office. This includes public holidays and recreation and sick leave. For staff salary costs for any contractors involved in RRP GP administration, payment of salary costs will be subject to Commonwealth approval.
- b. eligible staff salary on-costs are limited to:
  - (i) superannuation;
  - (ii) annual leave loading;
  - (iii) long service leave;
  - (iv) fringe benefits tax;
  - (v) payroll tax; and
  - (vi) workers compensation insurance.
- c. eligible administrative overheads are limited to:
  - (i) corporate support (including human resources, payroll, secretarial and communications services);
  - (ii) recruitment and training costs;
  - (iii) stationary, postage and printing costs (apart from printing costs associated with promotional activities which are covered under paragraph 14.1.1c);

- (iv) general legal accounting and auditing fees;
- (v) bank charges; and
- (vi) corporate expenditure on accommodation or facilities, including expenses incurred for power and water, leasing arrangements, computer and other equipment costs, cleaning and maintenance services.

## 14.2 Forecast of Administration Costs

- 14.2.1 Every 3 months the State must send the Commonwealth a forecast of administration costs for the next 3 months. This forecast should break the expenditure down fully according to the eligible administration costs identified in clause 14.1. The State should provide a brief justification for the expenditure. These costs must be reasonable and transparently identified.

## 14.3 Consultation on Administration Costs

- 14.3.1 For the purpose of clause 14.2.1, the Commonwealth will consult with the State to arrive at an agreed administration expenditure forecast. The Commonwealth may consider the eligibility of any forecast administration costs which do not meet the specified eligible administration cost breakdown in clause 14.1 provided these costs are transparently identified and justified.

## 14.4 Total Administration Expenditure

- 14.4.1 The Commonwealth will not pay administration costs in excess of \$200,000 (GST exclusive) in any 6 month period.

## 14.5 Timing of Administration Payments

- 14.5.1 Subject to clause 14.6, the Commonwealth will approve and pay the 3 months forecast administration costs, at the start of each 3 month period on receiving a correctly rendered invoice from the State itemised fully in accordance with the breakdown of eligible administration costs set out in clause 14.1 and using the template tables provided at Appendix 1.
- 14.5.2 The Commonwealth may require more frequent invoicing (for instance monthly) of States' forecast administration costs.

## 14.6 Differing Expenditure

- 14.6.1 For the purpose of payments made pursuant to clause 14.5, the amount paid by the Commonwealth for State administration costs for a 3 month period will be

adjusted for any difference between the forecast administration costs of the State in the previous 3 months and the actual administration expenditure of the State in the previous 3 months.

- 14.6.2 Where the forecast of administration costs provided by the State for a 3 month period is the last 3 month period that the State will provide such a forecast, the Parties agree to reimburse to the other the amount of the difference between the estimated administration costs and the actual administration expenditure in relation to that 3 month period.
- 14.6.3 The Commonwealth may, in its absolute discretion, adjust the RRP GP Extension Sub-programs' Funding Float Top-Up Amount payments to recover administration funds that are unexpended.

## 15 RRP GP EXTENSION SUB-PROGRAMS EXPENDITURE

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### 15.1 Payments to the State

- 15.1.1 The Commonwealth will make payments to the State in accordance with the provisions of this Agreement following receipt by the AGO of a correctly rendered invoice.
- 15.1.2 An invoice is correctly rendered for the purpose of subclause 15.1.1 if:
- a. it only claims costs for one item of the following eligible RRP GP expenditures:
    - (i) RRP GP Extension Sub-programs Rebate costs (including the Initial Value for the Funding Float and any Top-Up Amount for the Funding Float that represents eligible capital costs); or
    - (ii) eligible administration costs;
  - b. it identifies the GST payable in relation to administration costs;
  - c. it identifies that the GST does not apply to transfers between the AGO and the State for RRP GP Extension Sub-programs Rebate costs, including for RRP GP Extension Sub-programs Project costs. GST on these invoices should be marked as nil (\$0.00);
  - d. claims for Funding Float top-up amounts (representing Rebate payments made), are specifically labelled with the name of the relevant RRP GP Extension Sub-programs and separately identified; and
  - e. where the invoice relates to administration costs, the State identifies the breakdown of costs incurred in accordance with the breakdown of eligible

administration costs provided in subclause 14.1 and using the templates provided in Appendix 1.

## 15.2 State Expenditure Limits for Sub-programs

15.2.1 Total State annual expenditure on the RRPGP Extension Sub-programs may not exceed the limits outlined below without the written approval of the AGO:

For the Residential and Medium-scale Sub-program \$5 million.

For the Renewable Energy Water Pumping Sub-program \$2 million.

## 15.3 Recovery of Underpayment or Overpayment

15.3.1 Any underpayment or overpayment under this Agreement will be recoverable by or from the State, as the case may be, and without limiting any other rights or requirements under this Agreement, may be offset against any amount subsequently due for payment by the Commonwealth to the State under this Agreement.

## 15.4 Misspent Funds

15.4.1 Where the Commonwealth reasonably believes that Funds:

a. have not been spent on the RRPGP or have not been spent in accordance with the terms and conditions of this Agreement; or

b. have been misspent by the State,

the Commonwealth may:

c. withhold further Funding; and

d. require that the Funds not spent on the RRPGP or otherwise misspent, be repaid by the State to the Commonwealth.

## 15.5 Provision of Banking Details

15.5.1 States are to provide the following banking details:

a. account name, number and BSB (Bank-State-Branch) number; and

b. postal and physical address.

## 15.6 Method of Payment

- 15.6.1 All payments will be made by electronic funds transfer to the account details provided pursuant to subclause 15.5.

## 16 MONITORING AND EVALUATION

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### 16.1 Responsibility for Monitoring

- 16.1.1 The monitoring and evaluation of RRP GP Extension Sub-programs and Projects and State administrative costs is considered essential to meet accountability requirements as well as to assist continuous improvement to the RRP GP. The State is responsible for monitoring and evaluating RRP GP activities within that State.

### 16.2 Monthly Reporting Requirements

- 16.2.1 The State will maintain all data fields for the RRP GP Extension Sub-programs and Projects under this Agreement within the national RRP GP Database and Spreadsheet and supply monthly electronic reports to the AGO within 2 weeks of the calendar month ending.<sup>1</sup>
- 16.2.2 The Commonwealth may vary these reporting requirements (including imposing additional reporting requirements, request additional information or change the frequency of reporting) as required.
- 16.2.3 Administrative costs incurred in conducting RRP GP Extension Sub-programs monitoring and evaluation requirements under this clause 16 and under clause 17 may be included in the administration costs in accordance with clause 14.1.
- 16.2.4 In addition to monthly electronic reporting, the State will also report to the Commonwealth for the purposes of the Annual Report requirements in clause 17.

## 17 RRP GP STATE ANNUAL REPORT

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### 17.1 Provision of Financial Statements

- 17.1.1 The State agrees to provide the Commonwealth, by a date agreed between the Parties, an Annual Report detailing the State's progress in implementing this Agreement. The Annual Report must include the information required by clause

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<sup>1</sup> The data fields for the month of July 2007 will be supplied at the same time as the data fields for August 2007.

17.2, the financial information as detailed in clause 17.3 and an annual summary of the monitoring and evaluation information required by clause 16.

## 17.2 Annual Report Requirements

17.2.1 The Annual Reports must include, but not be limited to, the following information:

- a. an executive summary;
- b. the financial reporting requirements as specified in clause 17.3 and presenting data using the tables in Appendix 2;
- c. a summary of the monthly monitoring and evaluation information or performance indicators using the tables in Appendix 3;
- d. an overall evaluation of the administration of the Sub-programs, identifying:
  - (i) lessons learnt;
  - (ii) Sub-program appropriateness;
  - (iii) future opportunities; and
  - (iv) unintended outcomes

## 17.3 Financial Contents of Annual Report

17.3.1 The Annual Report provided under clause 17.1 must include the following financial information:

- a. signed and audited financial statements which separately disclose aggregate Funds received from the Commonwealth for the RRP GP Extension Sub-programs under this Agreement, and aggregate Funds expended for the RRP GP Extension Sub-programs under this Agreement and total RRP GP Funds expended to date;
- b. a statement of expenditure for the RRP GP Extension Sub-programs under this Agreement, which includes details of Funds expended for each Sub-program and for eligible administration costs in accordance with clause 14;
- c. certification signed by the State's auditor or State Lead Agency stating that, in their opinion the amounts shown on the statement of expenditure are true and were spent in accordance with this Agreement.

## 17.4 Address for Reports

17.4.1 All reports required to be provided by the State under this Agreement are to be addressed and delivered as per clause 23.1.1a.

17.4.2 Reports are to be submitted in both electronic copy and hard copy.

## 17.5 Survival

17.5.1 This clause 17 will survive the expiration or termination of this Agreement.

## 18 EXCHANGE OF INFORMATION

### 18.1 Supply of Information

18.1.1 Each Party agrees to promptly comply with any reasonable request from the other Party to supply information relating to the management or administration of RRP GP Extension Sub-programs or Projects under this Agreement.

### 18.2 Utilisation of Data

18.2.1 The Parties agree that they can each utilise data owned by the other for the purposes of meeting their respective responsibilities relating to this Agreement, and agree to make data available to the other Party in accordance with this Agreement. The Parties agree that data will remain the property of the owner, its use will be subject to agreed licence conditions, and it will not be used or communicated to any other person without the permission of the owner.

## 19 PUBLICITY AND ACKNOWLEDGEMENT

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### 19.1 Acknowledgement of Commonwealth Support

19.1.1 The State agrees that where RRP GP Funding has been provided to a Project as part of the RRP GP Extension Sub-programs, acceptable acknowledgement will be given by both the State and the Rebate recipients to the Australian Government as the source of those funds.

19.1.2 The Parties agree that:

- a. the following acknowledgements are acceptable for use in any publications, promotional or advertising materials, or any public announcements or statements, including radio and television interviews, Sub-program or Project launches and public meetings:

*The Renewable Remote Power Generation Program is an Australian Government funded initiative.*

*This Sub-program/Project is supported by the Australian Government through the Renewable Remote Power Generation Program.*

- b. where the State proposes to use an acknowledgement otherwise than as provided in paragraph 19.1.2a, prior to releasing any publications, promotional or advertising materials, or making any public announcements or statements, including radio and television interviews, Sub-program or Project launches and public meetings, the State must first obtain the AGO's approval on the form and wording of the acknowledgement used in such material or statements.

## **19.2 Commonwealth Right to publicise funding**

19.2.1 The Commonwealth reserves the right to publicise and report on the awarding of Funding through the RRP GP or RRP GP Extension Sub-programs under this Agreement. The Commonwealth may do this by including in media releases, general announcements about the Funding, and in annual reports, the following information:

- a. the State's name;
- b. the amount of Funds provided to the State including Funds paid for administration and Funds rebated to Projects in that State; and
- c. the title and a brief description of any Projects funded through the Sub-programs, including any Material relating to the Project or Sub-program that is not Commercially Confidential Material.

## **19.3 Joint Announcements and launches**

19.3.1 In relation to any announcements including the launch of Projects, the Parties agree that announcements of approvals, including media releases, will be joint or parallel announcements by the Commonwealth and the State, unless the Commonwealth or State Minister declines to issue a joint statement.

19.3.2 For Project announcements the State must obtain written agreement from the Commonwealth to the date and time for the announcement.

19.3.3 For Project launches the State must obtain written agreement from the Commonwealth to the date and time for the Project launch.

19.3.4 For joint announcements and launches, the Commonwealth undertakes to provide a written response within a reasonable period of time.

## 19.4 Recognition of Australian Government Contributions

19.4.1 The State will give recognition to the Australian Government's contributions to Sub-programs and Projects and will use its best endeavours to ensure that:

- a. any publications, articles, newsletters or other literary works prepared as part of a Sub-program or Project funded by the RRP GP, acknowledge the support of the RRP GP and, in particular, Australian Government financial support. A copy of any such publication is to be provided to the Commonwealth;
- b. signs, posters or other appropriate means are used to acknowledge the RRP GP and the Australian Government financial support; and
- c. the RRP GP and the Australian Government's financial support are acknowledged at relevant forums, conferences and at Project openings and launches.

## 19.5 Approval of publicity material

19.5.1 The State shall obtain written approval from the AGO of all written or print form State publicity material relating to the RRP GP or RRP GP Sub-programs prior to its release.

19.5.2 The AGO undertakes to provide written approval within a reasonable period of time. The AGO will only assess those elements of the publicity material that relate directly to the RRP GP.

## 19.6 Consultation on Publicity

19.6.1 The State agrees to consult with the AGO on all State publicity relating to the RRP GP prior to its release.

19.6.2 The AGO undertakes to provide feedback within a reasonable period of time.

## 20 DISPUTE RESOLUTION

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### 20.1 Procedure

20.1.1 The Parties agree that any dispute arising during the course of this Agreement is to be dealt with as follows:

- a. the Party claiming that there is a dispute will send the other a written notice setting out the nature of the dispute; and

- b. the Parties will try to resolve the dispute through direct negotiation by persons who they have given authority to resolve the dispute.
- 20.1.2 If the Parties' representatives are unable to resolve the dispute, the Parties will refer the dispute to the Commonwealth Minister and the State Minister for resolution.

## 21 TERMINATION AND/OR NON-PERFORMANCE

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### 21.1 Non resolution of Dispute

- 21.1.1 If the Commonwealth Minister and the State Minister are unable to resolve a dispute in accordance with clause 20, this Agreement will be terminated thirty (30) days after the Commonwealth or State Minister notifies the other Party's Minister of their intention to terminate.

### 21.2 Notice of Intention

- 21.2.1 Where one Party is of the opinion that the other Party has not complied with any one or more of its obligations under this Agreement, then that Party may:
  - a. where the default is capable of remedy, give notice to the other Party requiring the default to be remedied within the time stated in the notice, and if the default is not remedied within the time stated in the notice, terminate this Agreement immediately; or
  - b. where the default is not capable of remedy, terminate this Agreement immediately.

### 21.3 Deferral of Payments

- 21.3.1 If a notice is given by the Commonwealth to the State under paragraph 21.2.1 a, the Commonwealth may defer all or any part of the payments due to the State under this Agreement until the default is remedied.

### 21.4 Use of Dispute Resolution Procedures

- 21.4.1 Before a Party exercises a right to terminate it will, in good faith, use the procedures provided for under clause 20 of this Agreement to resolve any dispute.

## 21.5 Recovery of Unspent Funds

21.5.1 If the Agreement is terminated under subclause 21.2, the Commonwealth may recover unspent Funds granted in respect of any or all Sub-programs or Projects except as specified in subclause 21.6

## 21.6 Commonwealth's Liability for Payments

21.6.1 If funding for a RRP GP Extension Sub-program or Project under this Agreement is terminated wholly or in part, the Commonwealth will be liable only for:

- a. payments under the payment provisions before the effective date of termination;
- b. payments proportional to the extent of work undertaken and/or committed to contractually before the effective date of termination; and
- c. subject to subclauses 15.3 and 15.4, any reasonable costs incurred by the State and directly attributable to the termination or partial termination of the Agreement as demonstrated by written evidence.

## 21.7 Non-liability of the Commonwealth

21.7.1 The Commonwealth will not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the State, exceed the total Funding payable for the RRP GP Extension Sub-programs to the State under this Agreement.

## 22 COMPLIANCE WITH LAWS

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### 22.1 Compliance with laws

22.1.1 The Parties must, in carrying out their obligations under this Agreement, comply with the provisions of all relevant statutes, regulations, by-laws and requirements of the Commonwealth, the State and any Local Authority.

## 23 NOTICE

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### 23.1 Address for Service

23.1.1 Any notice, request or other communication to be given under this Agreement is to be in writing and dealt with as follows:

- a. if given by the State to the Commonwealth, marked for the attention of:-

Program Manager, Remote Power  
Department of the Environment and Water Resources  
Australian Greenhouse Office  
GPO Box 787  
CANBERRA ACT 2601

or as otherwise notified by the Commonwealth; or

- b. if given by the Commonwealth to the State, marked for the attention of:-

Michael Leane  
Manager Community Energy Programs  
Department for Transport, Energy & Infrastructure  
PO Box 1  
WALKERVILLE SA 5081

or as otherwise notified by the State.

## 23.2 Methods of Delivery

- 23.2.1 Any notice, request or other communication is to be delivered by hand, sent by prepaid post or transmitted electronically, and if it is sent or transmitted electronically a copy is to be sent to the addressee by prepaid post.

## 23.3 Receipt of Notice

- 23.3.1 A notice, request or other communication will be deemed to be received:
- a. if delivered by hand, upon delivery;
  - b. if sent by prepaid ordinary post within Australia, upon the expiration of 2 business days after the date on which it was sent; and
  - c. if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

**SIGNATURES**

SIGNED for and on behalf of the **STATE OF SOUTH AUSTRALIA** by:

\_\_\_\_\_  
Jim Hallion  
Chief Executive  
Department for Transport, Energy and  
Infrastructure

\_\_\_\_\_  
*Signature*                      *Dated*

In the presence of:

\_\_\_\_\_  
*Signature of witness*                      *Dated*

*^Name of witness^*

\_\_\_\_\_  
**Position**

SIGNED for and on behalf of the  
**COMMONWEALTH OF AUSTRALIA**  
by:

\_\_\_\_\_  
Denis Smedley  
Acting Assistant Secretary  
Renewable Energy Branch  
Australian Greenhouse Office  
Department of the Environment and Water  
Resources

\_\_\_\_\_  
*Signature*                      *Dated*

In the presence of:

\_\_\_\_\_  
*Signature of witness*                      *Dated*

*^Name of witness^*

\_\_\_\_\_  
**Position**

## Schedules

### APPENDIX 1 - ADMINISTRATION COSTS UNDER THE NEW RRP GP FUNDING

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Please itemise each component comprising line items listed below:

#### ELIGIBLE STAFF SALARY COSTS

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	<b>% workload on RRP GP</b>	<b>% of year on RRP GP</b>	<b>Annual salary cost</b>	<b>Staff salary cost to RRP GP (GST exc)</b>
<b>Staff position (level and position title)</b>				
1				
2				
3				
4				
	<i>(Total FTE)</i>		<b>SUBTOTAL</b>	

#### ELIGIBLE STAFF SALARY ON-COSTS

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<b>Eligible salary on-costs per staff position</b>								
<b>Staff position (level and position)</b>	<b>Super. (%)</b>	<b>Annual Leave Loading (%)</b>	<b>Long Service Leave (%)</b>	<b>Fringe Benefits Tax (%)</b>	<b>Payroll Tax (%)</b>	<b>Workers Comp. Insurance (%)</b>	<b>Total % on-costs</b>	<b>Subtotal salary on-costs</b>
1								
2								
3								
4								
							<b>SUBTOTAL</b>	

Eligible non-staff administration costs (including administrative overheads)

Non-staff administration costs	Details/comments	Cost to RPPGP (GST exc)
<b>Data analysis and collection</b>		
<b>Sub-program and Project specific legal and auditing costs</b>		
RRPPGP related travel  <i>(item...) etc.</i>		
<b>Eligible administrative overheads:</b>  Corporate support (include % applied)  Recruitment (include % applied)  Training  <i>(item....) etc</i>  General printing costs etc.  General legal/auditing costs  Bank charges (include % applied)  Expenses for accommodation, facilities etc (include % applied)		

<b>Subtotal (administrative overheads only)</b>	
<b>SUBTOTAL</b>	

Summary – TOTAL ELIGIBLE ADMINISTRATION COSTS

<b>Total administration costs</b>	<b>Cost to RRP GP (GST exc)</b>	<b>Cost to RRP GP (GST inc)</b>
salary costs		
eligible salary on-costs		
eligible non-salary administration costs		
RRP GP administration costs from previous Financial Year (.....) not claimed for .....		
<b>TOTAL</b>		

## APPENDIX 2 - ANNUAL FINANCIAL REPORTING REQUIREMENTS

### New RRP GP Funding received from AGO

Funds Received for:	Amount (excl. GST)
Sub-programs	
Administration costs	
TOTAL	

### Expenditure on the RRP GP Sub-programs (ie, cash accounting report)

Expenditure for:	Amount (excl. GST)
Sub-programs	
Administration costs	
TOTAL	

### Funds accrued for the RRP GP Sub-programs (ie, accrual accounting report)

Funds accrued for:	Amount (excl. GST)
Sub-programs	
Administration costs	
TOTAL	

APPENDIX 3 - PERFORMANCE INDICATORS

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Activity summary, derived from monthly activity summary in the RRP GP Database, by Sub-program:

<b>Approved systems</b>	number of Rebates	RRPGP Rebate amount	other Rebate amount	total system cost	PV array tracking (kW)	PV array fixed (kW)	PV conc. (kW)	Wind (kW)	Biomass (kW)	Hydro (kW)	Other RE (kW)	Diesel savings (litres / year)	GHG savings (tonnes / year)
RM Sub-program													
REWP Sub-program													
<b>TOTAL</b>													

<b>Installed systems</b>	number of Rebates	RRPGP Rebate amount	other Rebate amount	total system cost	PV array tracking (kW)	PV array fixed (kW)	PV conc. (kW)	Wind (kW)	Biomass (kW)	Hydro (kW)	Other RE (kW)	Diesel savings (litres / year)	GHG savings (tonnes / year)
RM Sub-program													
REWP Sub-program													
<b>TOTAL</b>													

Activity summary, derived from monthly activity summary in the RRP GP Database, by applicant type:

<b>Approved systems</b>	number of Rebates	RRPGP Rebate amount	other Rebate amount	total system cost	PV array tracking (kW)	PV array fixed (kW)	PV conc. (kW)	Wind (kW)	Biomass (kW)	Hydro (kW)	Other RE (kW)	Diesel savings (litres / year)	GHG savings (tonnes / year)
Name of applicant type													
Name of applicant type													
Name of applicant type													
<b>TOTAL</b>													

<b>Installed systems</b>	number of Rebates	RRPGP Rebate amount	other Rebate amount	total system cost	PV array tracking (kW)	PV array fixed (kW)	PV conc. (kW)	Wind (kW)	Biomass (kW)	Hydro (kW)	Other RE (kW)	Diesel savings (litres / year)	GHG savings (tonnes / year)
Name of applicant type													
Name of applicant type													
Name of applicant type													
<b>TOTAL</b>													

Component summary, derived from monthly component summary in the RRP GP Database:

<b>Approved systems</b>	Component sub-type	Quantity	No. Rebates	Total capacity	Australian made %	No. of manufacturers	Total component costs	Estimated RRP GP Rebate	Average cost per kW
enabling	Battery								-
	Frames								-
	<i>etc</i>								-
generating	PV panel								
	Wind pump								
	<i>etc</i>								
Total									

Component summary, derived from monthly component summary in the RRP GP Database:

<b>Installed systems</b>	Component sub-type	Quantity	No. Rebates	Total capacity	Australian made %	No. of manufacturers	Total component costs	Estimated RRP GP Rebate	Average cost per kW
enabling	Battery								-
	Frames								-
	<i>etc</i>								-
generating	PV panel								
	Wind pump								
	<i>etc</i>								
Total									

APPENDIX 4 - GUIDELINES FOR THE RESIDENTIAL AND MEDIUM-SCALE SUB-PROGRAM

**APPENDIX 5 - GUIDELINES FOR THE RENEWABLE ENERGY WATER PUMPING  
SUB-PROGRAM**

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**Australian Government**

**Department of the Environment and Water Resources**

**RENEWABLE REMOTE POWER GENERATION PROGRAMME**

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**Agreement for the delivery of  
the Residential and Medium-scale Sub-programme and  
the Renewable Energy Water Pumping Sub-programme,  
known as the RRRGP Extension.**

**between**

**Commonwealth of Australia**

**and**

**State of South Australia**

Australian Government Solicitor  
50 Blackall Street  
Barton ACT 2600

File reference: 03097170

**SIGNATURES**

SIGNED for and on behalf of the **STATE OF SOUTH AUSTRALIA** by:

\_\_\_\_\_  
Jim Hallion  
Chief Executive  
Department for Transport, Energy and  
Infrastructure



20/9/07

Signature

Dated

In the presence of:

  
\_\_\_\_\_  
Kerrie Anne Mason

^Name of witness^



20/9/07

Signature of witness

Dated

\_\_\_\_\_  
EXECUTIVE OFFICER

Position

SIGNED for and on behalf of the **COMMONWEALTH OF AUSTRALIA** by:

\_\_\_\_\_  
Denis Smedley  
Acting Assistant Secretary  
Renewable Energy Branch  
Australian Greenhouse Office  
Department of the Environment and Water  
Resources



10/10/07

Signature

Dated

In the presence of:

  
\_\_\_\_\_  
Rebecca Collins

^Name of witness^



10/10/07

Signature of witness

Dated

\_\_\_\_\_  
Programme Officer

Position